



City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Staff Report - Detailed

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Final Action:

Title: Request City Council to Approve a Professional Services Agreement with Willdan Engineering for "On-Call" Public Works Construction Management and Inspection Services with an Initial Estimated Annual Amount of \$300,000 for the 2013/2014 Fiscal Year.

Notes:

Agenda Date: 05/28/2013

Agenda Number: TAB 5

Sponsors:

Enactment Date:

Attachments: Attachment 1, Attachment 2, Attachment 3

Enactment Number:

Contact:

Hearing Date:

Prepared by: mfuller@rialtoca.gov

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1	City Council	05/28/2013					

Text of Legislative File 12-657

For City Council Meeting

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Marcus L. Fuller, P.E., P.L.S., Public Works Director/City Engineer

..Title

Request City Council to Approve a Professional Services Agreement with Willdan Engineering for "On-Call" Public Works Construction Management and Inspection Services with an Initial Estimated Annual Amount of \$300,000 for the 2013/2014 Fiscal Year.

..Body

BACKGROUND:

One of the important functions of the Public Works Department is to perform construction management and inspection related to City-approved private land development projects, and the City's capital improvement projects. For private land development projects, subsequent to the entitlement process, an owner or developer will engage its own engineering consultant to prepare the required improvement plans for on-site rough grading, precise grading/paving, on-site or off-site storm drainage improvements, public street improvements, traffic signal installation and other associated work. The City Engineer has the legal responsibility to review and approve these improvement plans, and to ensure that construction of the on-site and off-site improvements meets City standards, and is completed in compliance with the City-approved plans. For capital improvement projects, sufficient available support is necessary for construction management and inspection.

Currently, the City has one full time employee available to provide construction inspection for all private land development projects, and City capital improvement projects. Additional staffing support is required in order to provide adequate construction management and inspection for the various private land development projects and City projects under construction at any given time.

ANALYSIS/DISCUSSION:

The Public Works Department prepared Request for Proposals No. 13-028 (the "RFP") to solicit proposals from professional firms to provide Public Works Construction Management and Inspection Services to the City. The City released the RFP on January 22, 2013 with proposals due by March 7, 2013. A copy of the RFP and its addenda is included as **Attachment 1**. The City advertised the RFP in the San Bernardino County Sun newspaper, posted it on the City's website and distributed it to various plan rooms throughout Southern California.

On March 7, 2013 the Purchasing Division received twelve proposals in response to the RFP from the following firms (in alphabetical order):

1. CivilSource, Inc.; Irvine, CA
2. Dudek; San Marcos, CA
3. Engineering Resources of Southern California; Hemet, CA
4. GK & Associates; Diamond Bar, CA
5. Harris & Associates; Rancho Cucamonga, CA
6. KOA Corporation; Ontario, CA
7. Psomas; Santa Ana, CA
8. Southstar Engineering & Consulting, Inc.; Riverside, CA
9. Tetra Tech, Inc.; Irvine, CA
10. TKE Engineering; Riverside, CA
11. Transportation & Energy Solutions, Inc.; Ontario, CA
12. Willdan Engineering; San Bernardino, CA

In accordance with state law (California Government Code Section 4526) and Chapter 2.48.440 of the Rialto Municipal Code, City Council must make the selection for professional services on the basis of the firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP; cost must not be included as criteria for rating these consultants.

An evaluation panel consisting of City staff reviewed the proposals which resulted in a preliminary ranking of the firm's qualifications, establishing a "short-list" of the two most qualified firms. The firms invited for formal interviews were:

- Psomas
- Willdan Engineering

The City held formal interviews with the two firms on April 25, 2013. As a result of presentations given at the formal interviews, the evaluation panel consensus was that Willdan Engineering ("Willdan") was the most qualified firm, based primarily on the prior local experience in Rialto, and its ability to most effectively provide the requested construction management and inspections services for the City. A copy of Willdan's proposal is included as **Attachment 2**.

Staff has prepared a proposed Agreement with Willdan for the requested "on-call" Public Works Construction Management and Inspection Services. A copy of the proposed Agreement is included as **Attachment 3**. The important points for City Council consideration related to the Agreement include:

- Contract Sum: Section 2.1 "Maximum Contract Amount" reflects the "on-call" nature of the Agreement, in that there is no expressly defined scope of work or cost. This fact is reflected in Section 2.1 of the Agreement, which states:

City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Rialto beyond City's control, and will vary dependent upon the number and type of Public Works

capital projects requiring the Consultant's services; and no guarantee of the extent and type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of private land development projects and City Public Works capital projects requiring the Consultant's services has not been identified for this contract, City and Consultant hereby acknowledge and agree that the "Maximum Contract Sum" shall not exceed the amount budgeted for services under this Agreement by the City Council notwithstanding the total collective sum of individual Purchase Orders issued to Consultant pursuant to and during the term of this Agreement. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference.

- **Contract Term:** The proposed Agreement may extend to a maximum length of five years. Section 3.4 "Term" reflects an initial term of three years, with two one-year optional extensions, and states:

The term of this Agreement shall commence on May 28, 2013. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect until June 30, 2016. At the sole discretion of the City Administrator, upon written notice to Consultant, the term of this Agreement may be extended for two (2) additional one (1) year terms on the same terms and conditions as contained herein without any further signature of the parties to effectuate any such extension. Said notice shall be delivered prior to June 30, 2016, for the initial one (1) year extension (if granted by the City Administrator); and prior to June 30, 2017, for the final one (1) year extension (if granted by the City Administrator).

ENVIRONMENTAL IMPACT:

The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

The City of Rialto General Plan establishes various guiding principles, goals and objectives through which the City looks to improve the community and protect the quality of life for our residents. Approval of the proposed Agreement with Willdan is consistent with the guiding principle to provide essential services to the community.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and the professional services agreement.

FINANCIAL IMPACT:

The proposed agreement provides services to the City as an “on-call” agreement, and has no specific contract sum. The scope of services required by this Agreement will vary dependent upon the number and type of private land development projects, or City-funded capital improvement projects, requiring Willdan’s construction management and inspection services. The annual level of “on-call” construction management and inspections services required by this Agreement is unknown, and may significantly increase or decrease from year to year.

For private land development projects, implementation of this Agreement will be on a “pass-through” basis, whereby the City will collect construction inspection fees from a developer sufficient to cover the inspection fees to be paid to Willdan. Upon receipt of payment from a developer, construction inspection revenues will be recognized in the General Fund Account No. 010-400-4262-7613, which will offset the expenditure for inspection services to be paid from the General Fund Account No. 010-500-4262-2011.

The City’s currently adopted schedule of fees for construction inspection services is identified in **Table 1**.

**Fee Schedule
Table 1**

Fee is Based on Value of Work			
On-Site Improvement Off-Site Improvement Inspection Fees	\$1 - \$1,500	Up to \$25,000	6% of Valuation
	\$1,700.90	\$25,000 - \$100,000	+4% of next \$75,000
	\$5,035.30	Over \$100,000	+2% over \$100,000
Fee is Based on Volume of Earthwork in Cubic Yards (CY)			
Grading Permit Inspection Fees	\$168.90	Flat	< 100 CY
	\$168.90	Up to 1,000 CY	+ \$10.10 per 100 CY
	\$259.00	Up to 10,000 CY	+ \$20.10 per 100 CY
	\$1,284.10	Over 10,000 CY	

As an example, the City Engineer recently approved off-site street improvement plans associated with a proposed development of a 373,771 square foot distribution warehouse on 17.83 acres of land. The total value of off-site street improvements was \$1,431,871.93 and required oversight and inspection by the Public Works Department. In accordance with the City’s currently adopted Fee Schedule, the corresponding construction inspection fee associated with the off-site street improvements collected from the developer was \$44,631.74. This fee is sufficient to cover the budget of \$29,547 for construction management and inspection services to be provided by Willdan under a prior Agreement approved by the City Council on February 26, 2013. In this case, the excess funds are available as contingency budget in the event additional

inspection services are required, and to offset certain City administrative overhead costs.

Sufficient budget will be established by the City Council for construction management and inspection services for each project at the time construction contracts are awarded for City-funded capital improvement projects. Willdan will establish an initial budget for these services for each construction contract, with the required budget to be appropriated from the various funding sources supporting each capital project.

The 2013/2014 fiscal year budget will identify \$200,000 as estimated revenue to be received through construction inspection fees charged to developers, out of which expenditures associated with the proposed Agreement with Willdan will be paid. Staff recommends the City Council to authorize Purchase Orders up to the cumulative amount of \$200,000 for construction management and inspection services for private land development projects pursuant to the proposed Agreement with Willdan.

Willdan will also coordinate encroachment and utility permits for the Public Works Department. Staffing support is currently needed to facilitate application review and process a variety of miscellaneous encroachment permits filed with the Public Works Department, including permit applications submitted by public utility companies. As part of the Agreement, Willdan will provide part-time support to City staff sufficient to adequately coordinate, review, issue and track the various encroachment and utility permits submitted to the Public Works Department. The 2013/2014 fiscal year budget will identify \$100,000 as budget for encroachment permit coordination support for the Public Works Department; staff recommends the City Council to authorize a Purchase Order in the amount of \$100,000 for encroachment permit coordination services pursuant to the proposed Agreement with Willdan.

Because the Agreement with Willdan will be a multi-year agreement, an initial Purchase Order will be required for each of the subsequent four fiscal years (2014/2015, 2015/2016, 2016/2017, and 2017/2018) in which the Agreement is active. Each successive fiscal year, staff will estimate anticipated construction inspection fee revenue based on a review of the prior fiscal year's development activity, and will establish a corresponding estimate of on-call construction management and inspection expenditures. Staff recommends the City Council to delegate authority to the City Administrator to approve Purchase Orders for each of the four subsequent fiscal years in which the Agreement is active, corresponding to the construction management and inspection expenditure budget approved by the City Council.

In the event the level of economic activity improves and construction inspection fee revenue exceeds staff's estimates, staff will need to coordinate budget adjustments to reflect the increased revenues and expenditures to accommodate the higher level of construction management and inspection services required. Therefore, staff recommends the City Council to delegate authority to the City Administrator to approve budget adjustments to reflect increased construction inspection fee revenue in General Fund Account No. 010-400-4262-7613 and corresponding increased construction

management and inspection services expenditures in General Fund Account No. 010-500-4262-2011. Finally, staff recommends the City Council to delegate authority to the City Administrator to authorize increases to the annual Purchase Orders for construction management and inspection services pursuant to the Agreement with Willdan, corresponding to the increased level of inspection services reflected by internal budget adjustments.

RECOMMENDATION:

Staff recommends that the City Council:

- Approve the Professional Services Agreement with Willdan Engineering for “On-Call” Public Works Construction Management and Inspection Services, as a multi-year agreement established with no maximum contract sum, consisting of an initial three-year term subject to two one-year extensions.
- Authorize the City Administrator to exercise each of the two one-year extensions of the Professional Services Agreement with Willdan Engineering for “On-Call” Public Works Construction Management and Inspection Services.
- Authorize Purchase Orders up to the cumulative amount of \$200,000 with Willdan Engineering for construction management and inspection services associated with private land development projects for the 2013/2014 fiscal year.
- Authorize a Purchase Order in the amount of \$100,000 with Willdan Engineering for encroachment permit coordination services for the 2013/2014 fiscal year.
- Delegate authority to the City Administrator to approve Purchase Orders with Willdan Engineering for the fiscal years 2014/2015, 2015/2016 (and 2016/2017, 2017/2018, if extensions approved) to correspond to the construction inspection expenditure budget in General Fund Account No. 010-500-4262-2011 adopted by the City Council.
- Authorize the City Administrator, for the fiscal years 2013/2014 through 2017/2018 (assuming approval of extensions), to approve internal budget adjustments for construction inspection fee revenue received in excess of the initial budget adopted by the City Council in General Fund Account No. 010-400-4262-7629, and for a corresponding construction inspection expenditure in excess of the initial budget adopted by the City Council in General Fund Account No. 010-500-4262-2011.
- Delegate authority to the City Administrator to authorize increases to the Purchase Orders with Willdan Engineering for the fiscal years 2013/2014 through 2017/2018 (assuming approval of extensions) to correspond to increased construction inspection expenditure budget that may be recorded in General Fund Account No. 010-500-4262-2011.



CITY OF RIALTO, CA
NOTICE FOR REQUEST FOR PROPOSALS (RFP) #13-028
“ON-CALL” PUBLIC WORKS CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
(FOR CITY PROJECTS AND PRIVATE LAND DEVELOPMENT PROJECTS)

NOTICE IS HEREBY GIVEN that the City of Rialto is requesting proposals from qualified professional firms to provide the City with “on-call” construction management and inspection services associated with various City Projects, private land development projects, and coordinating encroachment permit inspections within the City of Rialto, (hereinafter the “Project”).

PROJECT LOCATION: Various locations within the City of Rialto.

SCOPE OF SERVICES: The scope of work will consist of providing “on-call” construction management and inspection services associated with various City Projects, private land development projects, and coordinating encroachment permit inspections within the City of Rialto.

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded via the internet at www.rialtoca.gov (from the main page look for “Featured Resources” on the right hand side, go to “Bids/Proposals”), or at www.rialtoca.gov/1458_1534.php. Alternatively, you may contact the Purchasing Division at (909) 820-2539 or e-mail purchasing@rialtoca.gov. Upon downloading the RFP via the internet, contact Kandace Smith, Administrative Assistant, by e-mail at ksmith@rialtoca.gov, or by phone at (909) 421-4999, to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE IS NOT EVALUATED AS PART OF THE EVALUATION CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Rialto City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

DEADLINE: All proposals must be received in the Purchasing Division, 249 S. Willow Ave., Rialto, CA, 92376 by **3:00 P.M., THURSDAY, MARCH 7, 2013**. The receiving time in the Purchasing Division will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Marcus L. Fuller, P.E., P.L.S.
Public Works Director/City Engineer
January 22, 2013



**CITY OF RIALTO, CA
REQUEST FOR PROPOSALS (RFP) 13-028
“ON-CALL” PUBLIC WORKS CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
(FOR CITY PROJECTS AND PRIVATE LAND DEVELOPMENT PROJECTS)**

Requests for Proposals (RFP #13-028), for “on-call” construction management and inspection services associated with various City Projects, private land development projects, and coordinating encroachment permit inspections within the City of Rialto, (hereinafter the “RFP”) will be received at the City of Rialto Purchasing Division, 249 S. Willow Ave., Rialto, CA, 92376, until **3:00 P.M., THURSDAY, MARCH 7, 2013**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Purchasing Division will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or emailed Proposals will not be accepted. Late Proposals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under “Obtaining RFP Documents”) may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

1. PURPOSE AND SCHEDULE:

The City of Rialto is requesting proposals from qualified professional firms to provide the City with “on-call” construction management and inspection services associated with various City Projects, private land development projects, and coordinating encroachment permit inspections, (hereinafter the “Project”). The selected firm will be expected to provide various professional services as necessary to provide as-needed construction management and inspections services for a variety of projects for the City.

SCHEDULE:

Notice requesting Proposals posted and issued Tuesday, January 22, 2013
Deadline for receipt of Questions Monday, February 25, 2013, 3:00 P.M.
Deadline for receipt of Proposals Thursday, MARCH 7, 2013, 3:00 P.M.
Short List / Interviews/Technical & Cost Proposals to be determined
Contract awarded by City Council to be determined

***NOTE: There will NOT be a pre-proposal conference for this procurement.
*Dates above are subject to change.***

2. BACKGROUND:

The City of Rialto currently performs public works inspections with City staff, however, in anticipation of increased development occurring with the City of Rialto, it is the City's intention to transfer to contractual "on-call" public works inspection services to provide necessary independent construction review of on-site and off-site improvements associated with private land development projects within the City; to supplement existing staff for construction management and public works inspections associated with various City Projects; and to coordinate various encroachment permit inspections, including utility work. The City intends to award one contract for all public works inspection services with an initial term of three years, with two one-year extensions upon approval of the City Engineer and mutual consent of the selected Consultant, for a total maximum term of five years.

The Public Works Department will be coordinating all public works inspections.

The fees currently charged by the City of Rialto for on-site and off-site public works inspections associated with private land development projects is related to the value of the work in accordance with the following formula:

Under \$25,000: 6% of Valuation of Improvements
\$25,000 - \$100,000: \$1,700.90 + 4 % of Valuation over \$25,000
Over \$100,000: \$5,035.30 + 3 % of Valuation over \$100,000

3. SCOPE OF WORK:

The selected Consultant shall provide first class work and services for providing construction management and inspection services of various improvements related to private land development projects, including, but not limited to: rough grading, street, sewer, water, storm drain, precise grading/paving, traffic signal, and traffic striping/signage. Appropriate inspection services shall be provided on review and approval of on-site and off-site improvements associated with private land development projects. The selected Consultant shall ensure all required improvements are constructed to appropriate standards and in accordance with the approved plans for the work. Construction management services associated with private land development projects shall be provided to the extent that changes to the approved plans are requested by the developer/owner, and require review and approval by the City Engineer; coordination of materials testing and inspection services shall be provided (with all costs associated with materials testing/inspection paid for by the developer/owner).

The selected Consultant shall ensure approved Water Quality Management Plans (a "WQMP") are implemented accordingly. The selected Consultant shall verify the developer/owner has obtained clearance under the Statewide General Permit (currently: Board Order 2009-0009-DWQ General Permit No. CAS000002), and has been issued a Waste Discharge Identification Number (WDID#). The selected Consultant shall also confirm that all construction activities within the City of Rialto conform to requirements identified in the City's current National Pollutant Discharge Elimination System ("NPDES") Permit (currently: Board Order No. R8-2010-0036, NPDES No. CAS 618036). The selected Consultant shall review installation of all required storm water pollution control measures identified on the approved WQMP.

The selected Consultant shall provide first class as-needed construction management and inspection services associated with various City Projects, including: street improvements, storm drainage improvements, traffic improvements, and facilities construction. For work provided on assigned City Projects, the selected Consultant shall provide services as described in Chapter 16, "Administer Construction Contracts," of the State of California Department of

Transportation's ("Caltrans") Local Assistance Procedure Manual (LAPM). More specifically, construction management services shall include, but are not limited to:

Pre-Construction Phase:

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer's estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

Construction Phase

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.

17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.
17. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
18. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
19. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
20. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
21. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
22. Coordinate preparation and submittal of as-built plans to City upon project completion.
23. Prepare preliminary and final punch list and follow through with contractor until completion.
24. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

The selected Consultant shall provide encroachment permit coordination and inspections (including work associated with public and private utility companies and/or their contractors). Initially, the selected Consultant shall provide the following work:

- Review the City's existing encroachment permit application forms;
- Review existing encroachment permit application forms from other agencies;
- Prepare draft encroachment permit application forms, licenses, indemnification agreements, and other forms for City review and approval;
- Propose permit tracking system to adequately coordinate issuance of encroachment permits

For work provided on miscellaneous encroachment permit inspections (including work associated with public and private utility companies and/or their contractors), the selected Consultant shall provide the following work:

1. Review plans, specifications, and other encroachment permit related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Provide inspections to ensure encroachments are constructed according to permit requirements.
5. Direct and notify encroachment permittees about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Ensure that encroachment permittees do not install materials without approved material testing certifications. Any failed tests shall be reported and direct encroachment permittees to take correction measures to achieve compliance.
11. Coordinate and ensure access to adjacent businesses/residents is maintained during encroachment permittee work.
12. Observe construction safety, public safety and convenience, and report discovered problems to City.

13. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
14. Upon completion of encroachment permittee work, conduct final inspection and close-out encroachment and construction/excavation permits.

Special Note: It is the City Engineer's preference that the selected Consultant utilize existing office space at the Public Works Department (located at 335 W. Rialto Ave.) to maintain an office presence, with part-time attendance by the assigned Inspector(s). Throughout the assignment, the selected Consultant shall be expected to be available to meet, as necessary, with the Public Works Department to discuss assigned projects, review encroachment permits, and other requirements. Fees for time required to meet with City staff shall be included in the inspection fees charged by the Consultant, and shall not be separately paid for outside of required inspections.

4. PROPOSAL REQUIREMENTS:

General Requirements:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Rialto relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Rialto will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

The proposal shall include the following relevant information:

- A discussion of previous on-call public works inspection services experience.
- A discussion of experience with municipal government, private development, and civil engineering and public works projects.
- A listing of the specific individuals who will be assigned to provide construction management and inspection services, including their experience and professional qualifications.
- A statement regarding the availability of qualified staff to provide required construction management and inspection services.
- A discussion of and answer to the following question:

What change, if any, would you suggest to the inspection permit fee to ensure all costs associated with on-call construction inspection services are adequately covered through permits issued to developers/owners?

5. SELECTION PROCESS: The City of Rialto is utilizing a Qualifications Based Selection process to select a firm to provide the services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation

will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

6. PROPOSAL EVALUATION CRITERIA: This solicitation has been developed in the “Request for Proposals” (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals submitted in **separate** sealed envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired by City, formal presentations/interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

A. Project Understanding (25 POINTS):

The firm’s proposal adequately demonstrates an understanding of the Project and familiarity with public works construction issues within the Inland Empire; familiarity with “on-call” public works inspection services for a municipal government.

Note: Firms should not simply restate the information contained in this RFP; this evaluation criteria requires that the proposal identify “critical issues” to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm’s ability to perform if selected.

B. Scope of Work (25 POINTS):

Proposed scope of work, including the expected time commitment of key personnel, and their technical approach to public works inspection.

C. Staff Qualifications (25 POINTS):

Qualifications of the staff assigned to manage and provide services related to the Project; and familiarity with public works construction issues within the Inland Empire; experience with “on-call” public works inspection services for a municipal government.

Note: This evaluation criteria requires that the proposal identify specific experience with “on-call” public works inspection services. Relevant experience must be demonstrated.

D. Firm Qualifications (25 POINTS):

Past experience with “on-call” public works inspection services for a municipal government.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of forty (40) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do **NOT** count toward the 40 page limit. Interested firms shall **submit EIGHT (8) copies (one marked “Original” plus seven copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, **“RFP #13-028, REQUESTS FOR PROPOSALS FOR “ON-CALL” PUBLIC WORKS CONSTRUCTION MANAGEMENT & INSPECTION SERVICES (FOR CITY PROJECTS AND PRIVATE LAND DEVELOPMENT PROJECTS)”**. Within the sealed proposal package, the Cost Proposal shall be in a **separately sealed** envelope. **Proposals not meeting the above criteria may be found to be non-responsive.**

Each proposal package must include two separately sealed envelopes.

Envelope #1, clearly marked “Work Proposal”, shall include the following items:

- Completed Signature authorization and Addenda Acknowledgment (see **Attachment A**)
- Completed Debarment and Suspension Certificate (see **Attachment B**)
- Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- Related Experience; include relevant experience date, name of agency, and reference name/contact information
- A compact disc (“CD”) containing the **Work Proposal** in Microsoft Word (*.doc) and Adobe Acrobat (*.pdf) formats

Envelope #2, clearly marked “Cost Proposal”, shall include the following item:

- Cost proposal – provide a Cost Proposal that identifies the proposed fixed rates for review of all related plan check items; provide a schedule of hourly rates for various staff assigned to perform related services.
- **Do NOT include Attachments “A” or “B” in the Cost Proposal envelope.** Attachments “A” and “B” are to be included in Envelope #1, “Work Proposal”.

At a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

SECTION A: PROJECT UNDERSTANDING

A.1 Without reciting the information regarding the Project verbatim as contained in this RFP, convey an understanding of the intent of the Project and an understanding of the City’s expectations upon implementation of the Project.

A.2 Identify “key” or “critical” issues that may be encountered on the Project based on the firm’s prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.

A.3 Discuss coordinating construction management and inspection services in accordance with the Caltrans Construction Manual.

A.4 Provide examples of encroachment permit applications, forms and permit tracking systems utilized in other assignments that may be used to facilitate improved encroachment permit processing in the City of Rialto.

SECTION B: SCOPE OF WORK

B.1 Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully implement the construction phase of the Project. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm's contract.

B.2 Identify how the firm will propose to budget and allocate resources to various assignments, including City Projects, private land development projects, and encroachment permit coordination.

SECTION C: STAFF QUALIFICATIONS

C.1 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

C.2 List specific and relevant experience for the key staff/team members assigned to the Project with "on-call" construction management and inspection services for a municipal government. Detailed project information, including dates project started and completed, local agency contact information, and other appropriate supporting information shall be provided.

C.3 Explain the Project Manager's past experience with resolving disputes between the assigned Inspector and contractors. What is the firm's philosophy for minimizing the frequency of any disputes?

SECTION D: FIRM QUALIFICATIONS

D.1 List the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under.

D.2 List the name and title of the firm's principal officers with the authority to bind your company in a contractual agreement.

D.3 Describe the firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with "on-call" construction management and inspection services for a municipal government.

D.4 Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to the Project.

D.5 Identify any prior local experience providing "on-call" construction management and inspection services to municipal governments.

D.6 Specifically explain why the firm is the most qualified firm to provide "on-call" construction management and inspection services to the City of Rialto.

DEADLINE FOR SUBMISSION OF PROPOSALS: All proposals must be received in the City of Rialto, Division of Procurement and Contracting by **3:00 P.M., THURSDAY, MARCH 7, 2013.** Proof of receipt before the deadline is a City of Rialto, Purchasing Division time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Purchasing Division prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

City of Rialto
Purchasing Division
249 S. Willow Ave.
Rialto, CA 92376
Attn: William Jernigan, Purchasing Manager

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP must be submitted IN WRITING and directed ONLY to:

Kandace Smith, Administrative Assistant
City of Rialto Public Works Department
335 W. Rialto Ave.
Rialto, CA 92376
via FAX (909) 421-7210
or **via EMAIL:** ksmith@rialtoca.gov

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Monday, February 25, 2013.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Purchasing Division will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the standard Professional Services Agreement (see **Attachment 1**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. ***However, the City reserves the right to award a contract to multiple Respondents or to a single Respondent, or to make no award, whichever is in the best interest of the City.*** It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract

has been negotiated and agendaized for consideration. The decision of the City Council will be final.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Rialto and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendaized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations".

PROPOSAL INFORMALITIES OR DEFECTS: The City of Rialto reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new RFP's, as best serves the interests of the City.

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined.** Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.



City of Rialto

Purchasing Division

Addendum Number One Request for Proposal 13-028 January 31, 2013

All prospective proposers are hereby notified of questions and answers made in regards to Request for Proposal 13-028.

1. Will surveying be required in the scope of work? Generally, construction surveying is a requirement imposed by the City on the construction contractor. However, the selected firm will be responsible for ensuring all construction staking associated with projects is verified in accordance with approved plans for the improvements to be constructed. To the extent that surveying services are required to confirm the construction staking provided by the contractor, they shall be provided.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialtoca.gov



City of Rialto

Purchasing Division

Addendum Number Two Request for Proposal 13-028 February 14, 2013

All prospective proposers are hereby notified of questions and answers made in regards to Request for Proposal 13-028.

1. Under Attachment A – Small business form, items 8 and 10 do not really seem to apply to the professional services area; do we fill out to the best of our understanding, or fill in with N/A as appropriate? Items 8 and 10 are not applicable to professional service contracts.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialtoca.gov



City of Rialto

Purchasing Division

Addendum Number Three Request for Proposal 13-028 February 26, 2013

All prospective proposers are hereby notified of the final addendum in regards to Request for Proposal 13-028.

1. What projects will be included on the On-Call contract for Construction Management and Inspection? Is there a list? There is no final list established; the intention is to have the selected firm on hand and available to provide construction management and inspection services for capital projects as they are awarded and scheduled to proceed into construction. Upcoming projects in the next year may include: 2012/2013 Annual Overlay, Foothill Boulevard Aesthetic Improvements, Rails to Trails Bike Path, Baseline Road Median Improvements, Community Center Rehabilitation Phases 2 and 3, Ayala Dr. Widening and Riverside Ave at Linden Ave Traffic Signal Installation.
2. How many tentative tract maps have been recorded for new construction starts over the next 2– 3 years? There have been very few tentative tract maps (TTMs) approved in the last few years; despite approval of a TTM, it is unknown if or when construction of the associated project will occur, as many TTMs have had extensions approved. Generally, public works inspections associated with private development are also related to other development applications (Precise Plan of Design – or PPDs). In 2012 there were approximately 50 PPDs approved for projects that varied from modification of existing cell phone towers and minor additions to commercial buildings, to approval of a commercial site consisting of three warehouse buildings totaling 2.5 Million square feet.
3. Per the Special note on Page 7 of 12 in the RFP regarding City provided Office space, what comes with the office space (IE, computer, land line phone, desk, etc) or does selected consultant need to provide these and other items? Office space made available by the City will include a computer, phone, and desk.
4. If using double sided pages on the submittal per item No. 7 on Page 9 of 12, do both sides count as one page or two pages? Refer to Section 7 “Proposal Contents” on Page 9; double sided pages are acceptable and count as one page.
5. On the City website in the Budget for 2012/2013, it only mentions that “with the elimination of Redevelopment funds in the State, that the City Staff will need to determine how many projects will be funded in the future as well as keeping pace with rolling stock replacement programs and facilities”, Does the City know what those project are yet? Upcoming projects in the next year may include: Annual Overlay, Foothill Boulevard Aesthetic Improvements, Rails to Trails Bike Path, Baseline Road Median Improvements, Community Center Rehabilitation, Ayala Dr. Widening and Riverside Ave at Linden Ave Traffic Signal Installation.

6. Will the General fund contingency reserves support the upcoming projects? Projects that are assigned to the selected firm will have had appropriate funding budgeted to cover estimated costs for construction management and inspection services. In most cases, capital projects are funded from sources other than the General Fund (i.e. Measure I, Developer Impact Fees, State or Federal Grants, etc).
7. Will the Major Grant Projects that include such projects as Pepper Avenue extension and the Safe Routes to School projects be a part of the On-Call contract? The Pepper Ave Extension Project is currently under construction, and the Federal Safe Routes to School Project (at Merle Casey Elementary) was the subject of a separate solicitation for construction management and inspection services. Generally, most projects that the City requires construction phase support will be assigned to the selected firm. The exclusion are those projects that may be reserved to be coordinated by City staff, or those federally funded projects that require a separate solicitation to ensure compliance with DBE and other federal regulations.
8. Will the widening of Ayala be included in the On-Call contract? Provided there is no federal funding programmed for the construction phase of the project, and depending upon the availability of City staff given on-going assignments and projects, it may be assigned to the selected firm. A determination would be made at the time the project is being advertised for construction bids.
9. Will Housing Authority work be included in the On-Call Contract? No.
10. Can the Design firms on On-Call contracts be selected for Construction Management and Inspection contracts as well with NO Conflicts? Yes, provided no conflict of interest existed. This question may require further evaluation with the selected firm.
11. What is the overall FINAL budget for the projects within this On-Call CM and Inspection contract? There is no established budget for this contract. The intention is to have the selected firm on hand and available to provide construction management and inspection services for capital projects as they are awarded and scheduled to proceed into construction. City staff will coordinate with the selected firm as capital projects complete the design phase, to identify appropriate budget for the construction phase. As capital projects are awarded by the City Council, a budget will be established to authorize a Task Order to the selected firm to provide required construction phase support services for the capital project in accordance with a budget estimate previously submitted by the selected firm and approved by the City Engineer.

All other specifications relative to this Request for Proposal shall remain the same.

Respectfully,

Laura Cardenas

Laura Cardenas, CPPB
Buyer/Accounting Technician
City of Rialto, Purchasing Division
909-820-2539
909-820-2600 fax
lcardenas@rialto.ca.gov



Proposal for

“On-Call” Public Works Construction Management & Inspection Services



for City Projects and Private Land Development Projects

RFP #13-028

March 7, 2013





ATTACHMENT "A"

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"

**REQUEST FOR PROPOSALS (RFP) # 13-028
"ON-CALL" PUBLIC WORKS CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
(FOR CITY PROJECTS AND PRIVATE LAND DEVELOPMENT PROJECTS)
SIGNATURE AUTHORIZATION**

PROPOSER: Willdan Engineering

- A. I hereby certify that I have the authority to submit this Proposal to the City of Rialto for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

SIGNATURE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

_____ An individual;

_____ A partnership, Partner's names: _____

_____ A company;

 X A corporation

2. My tax identification number is: 95-2295858

ADDENDA ACKNOWLEDGEMENT:

Acknowledgement of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgement with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1, 2 & 3 Is/are hereby acknowledged.

The "Small Business Concerns Information" sheet shall be included as part of Attachment "A".

RFP #13-028
Attachment "A"

**Attachment "A" – Small Business Concerns Information**

The proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: Willdan Engineering
- (2) Address: 650 E. Hospitality Lane, Suite 250, San Bernardino, CA 92408
- (3) Phone No.: (909) 386-0200 Fax No.: (909) 888-5107
- (4) E-Mail: cbaca@willdan.com
- (5) Type of Firm: (Check all that apply)
- | | | |
|-------------------------------------------------------------|--------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Business Enterprise (MBE) | | <input type="checkbox"/> Women Business Enterprise (WBE) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | | <input type="checkbox"/> Veteran Owned Business |
| <input type="checkbox"/> Disabled Veteran Owned Business | | <input type="checkbox"/> Other |
- (6) Business License: ☐ Yes ☒ No License Number: _____
- (7) Tax Identification Number: 95-2295858
- (8) Contractors License: State: License No.: N/A Classifications(s) N/A
- (9) Names and Titles of all members of the firm:
See list immediately following Attachment A
- (10) Number of years as a contractor in construction work of the type: N/A
- (11) Three (3) projects of this type recently completed:
- | | | | |
|------------------|-----------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------|
| Type of Project: | <u>On-Call Public Works Inspection (CIP & Land Development) – County of Riverside</u> | | |
| Contract Amount: | <u>1,000,000 Annually</u> | Date Completed: | <u>On-Going</u> |
| Owner: | <u>Riverside County (Ward Maxwell)</u> | Phone: | <u>(951) 955-8614</u> |
| Type of Project: | <u>On-Call Public Works Inspection – City of Long Beach</u> | | |
| Contract Amount: | <u>2,100,000</u> | Date Completed: | <u>On-Going</u> |
| Owner: | <u>City of Long Beach (Charles Ramey)</u> | Phone: | <u>(562) 570-5171</u> |
| Type of Project: | <u>CIP Public Works Project – Pepper Avenue Extension (Material Testing, CM, Public Works Inspection)</u> | | |
| Contract Amount: | <u>416,425</u> | Date Completed: | <u>On-Going</u> |
| Owner: | <u>City of Rialto</u> | Phone: | <u>Marcus Fuller (909) 421-7279</u> |
- (12) Person who inspected the site of the proposed work for your firm:
- | | | | |
|-------|-------------------|---------------------|---------------|
| Name: | <u>Chris Baca</u> | Date of Inspection: | <u>3/5/13</u> |
|-------|-------------------|---------------------|---------------|

RFP #13-028
Attachment "A"



First Name	Last Name	Job title
Girish	Agrawal	Chief Geotechnical Engineer
Mike	Airrington	Building Inspector
Grant	Anderson	Principal Project Manager
Necel	Anselmo	Designer II
Rose	Arguello	Building Inspector
Morton	August	Deputy Director
Chris	Baca	Deputy Director
Brendon	Baich	Plans Examiner I
Avtar	Banwait	Senior Designer II
James	Barrett	Project Manager II
Sharon	Barrett	Plans Examiner Aide
Susana	Barrientos	Senior Survey Analyst
John	Bellas	Deputy Director
Joseph	Bellomo	Design Manager
Marcus	Bledsoe	Assistant Planner II
Thomas	Blinn	Drafter I
Wilma	Bobadilla	Senior Const Permit Specialist
Karen	Boeltl	Supervising Administrative Services
Tamara	Boeltl	Drafter II
Robert	Bozzo	Senior Public Works Observer IV
Max	Bridges	City Engineer I
Richard	Brogan	Senior Engineer
Roger	Brooks	Principal Project Manager
Bob	Brow	Senior Public Works Observer IV
Alice	Brown	Business Development Manager
Jason	Brown	Supervising Public Works Observer
Larry	Brown	Supervising Public Works Observer
Tressa	Brown	Senior Construction Permit Specialist
Thomas	Broz	Director
Robert	Burch	Senior Design Manager
Michael	Bustos	Associate Engineer II
Danilo	Cabreros	Designer II
Ramon	Calbay	Senior Soils Technician
Maria	Cardenas	Information Specialist II
Stephany	Carlson	Administrative Assistant II
Roland	Castle	Senior Public Works Observer III
Abner	Catig	Senior Design Manager
Juan	Chavez	Senior Engineer
Daniel	Chow	President
Mona	Christian	Supervising Administrative Services I
David	Cook	Building Inspector



Proposal for RFP #13-028 On-Call Public Works Construction Management & Inspection Services
(for City Projects and Private Land Development Projects)

First Name	Last Name	Job title
Estelle	Cope	Administrative Manager
Donny	Cross	Information Specialist I
Darryl	Delbridge	Senior Designer I
Matthew	Diaz	Associate Planner
James	Donovan	Building Official
Wendy	Drummond	Project Engineer Geologist
Fernando	Duenas	Design Manager
William	Duggins	Building Inspector
Robert	Dunn	Supervising Engineer
Sonjia	Edwards	Supervising Administrative Services II
John	England	Supervising Engineer
Ronald	Espalin	Director
Adel	Freij	Principal Project Manager
Jane	Freij	Labor Compliance Manager
Yajaira	Garcia	Administrative Assistant I
Johnny	Ghazal	Associate Engineer I
Herbert	Gluesing	Director
Pat	Goode	Principal Planner
Gary	Gordon	Supervising Engineer
Mike	Graham	Building Official
Reginald	Greene	Senior Design Engineer II
Gary	Grunwald	Supervising Engineer
James	Guerra	Deputy Director
John	Hidalgo	Principal Project Manager
Marcia	Higashi	Proposal Coordinator II
Leslie	Howitt	Deputy Building Official
Roxanne	Hughes	Principal Project Manager
David	Hunt	Senior Vice President
Molly	Iley	Senior Engineer
Joanne Chow	Itagaki	Senior Design Manager
Patrick	Johnson	Plan Check Engineer
Pui	Kam	Project Manager I
Robert	Keefe	Deputy Building Official
Cary	Keith	Building Inspector
Tiryn	Keller	Supervising Administrative Services II
Christopher	Kelley	Senior Design Engineer I
Richard	Kellogg	Building Inspector
Jennifer	Kelly	Administrative Assistant I
Ross	Khiabani	Director
Elroy	Kiepke	City Engineer II
Timothy	Kilcline	Senior Public Works Observer II
Brian	Killeen	Staff Geologist



First Name	Last Name	Job title
David	Knell	Principal Project Manager
John	Knipe	City Engineer II
Kenneth	Krieger	Senior Designer II
Ginsun	Ku	Plan Check Engineer
Jeffrey	Lau	Senior Design Engineer II
David	Lawson	Supervising Engineer
Rudolph	Lopez	Senior Designer II
Arne	Lovnaseth	Plan Check Engineer
Richard	Malone	Plan Check Engineer
Raymond	Manger	Supervising Survey/Mapping
Afshin	Mantegh	Senior Staff Engineer
Lee	Marshall	Senior Public Works Observer I
Lucila	Martinez	Designer II
Jennifer	Maxwell	City Engineer I
Sheila	McCracken	Senior Designer I
Ronald	McGillivray	Senior Public Works Observer I
Peter	Miessner	Project Manager II
Rex	Miller	Senior GIS Analyst
Charles	Mink	Project Manager I
Ryan	Moore	Design Engineer I
William	Mowry	Building Inspector
Luther	Mui	Project Manager I
Vanessa	Munoz	Deputy Director
Micheal	Neal	Senior Planner
Teresa	Neilan-Carey	Administrative Manager
Connie	Nelson	Project Manager I
Bryan	Nguyen	Senior Landscape Architect
Phuoc	Nguyen	Plan Check Engineer
Leslie	Nguyen-Pickett	Design Engineer II
William	Pagett	Director
Arthur	Perez	Plan Check Engineer
Marco	Perez	Senior Construction Permit Specialist
Michael	Perkins	Senior Plans Examiner
Mesha	Perry	Administrative Assistant I
Tyrone	Peter	Design Manager
Tiffany	Piper	Administrative Assistant I
Belynda	Price	Supervising Administrative Services I
John	Pumphrey	Senior Construction Manager
Dana	Reed	Deputy Building Official
Bernardo	Reyes	Designer I
Paul	Reyes	Drafter I



Proposal for RFP #13-028 On-Call Public Works Construction Management & Inspection Services
(for City Projects and Private Land Development Projects)

First Name	Last Name	Job title
A Joseph	Ritchey	Material Testing Operations Manager
Michael	Robertson	Senior Public Works Observer I
David	Rubio	Designer II
Diane	Rukavina	City Engineer I
Eric	Schlageter	Associate Engineer II
Michael	Schneider	Senior Public Works Observer IV
Aimee	Schwimmer	Senior Planner
John	Scott	Senior Public Works Observer IV
Randy	Shadowen	Senior Designer I
William	Sharkey	Supervising Building Inspector
Dean	Sherer	Principal Planner
Abby	Shields	Senior Construction Permit Specialist
Cameron	Sills	Information Specialist I
Paul	Sipple	Construction Manager
Ruth	Smith	Project Manager I
Robert	Snyder	Plans Examiner II
Steven	Sowers	Program Manager
Norman	Stevenson	Design Manager
Chris	Stone	Project Manager II
Rafael	Suarez	Design Engineer II
Kenneth	Taylor	Director
Amittoj	Thandi	Associate Engineer II
Leticia	Torres	Senior Building Inspector
Vicky	Toscano	Administrative Assistant II
Hien	Trinh	Designer II
Steven	Velasco	Senior Construction Manager
Jeffrey	Vener	Public Works Observer I
Albert	Warot	Director
Ray	Wellington	Deputy Director
Jeff	Werner	Associate Engineer I
Stephen	Widmayer	Principal Project Manager
Dralongdra	Williams	Administrative Assistant I
Carl	Wilson	Plan Check Engineer
Douglas	Wilson	Principal Project Manager
Ronald	Wilson	Senior Public Works Observer II
James	Wolf	Senior Building Inspector
Michael	Wright	Senior Design Engineer I
Liping	Yan	Chief Geotechnical Engineer
David	Yatabe	Supervising Engineer
Annette	Zamora	Administrative Manager
Erik	Zandvliet	City Engineer II



ATTACHMENT "B"

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"

**REQUEST FOR PROPOSALS (RFP) # 13-028
"ON-CALL" PUBLIC WORKS CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
(FOR CITY PROJECTS AND PRIVATE LAND DEVELOPMENT PROJECTS)**

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: Willdan Engineering

March 7, 2013

(Date)

(Signature)

Chris Baca, RCI, Deputy Director of Construction
Management and Inspection

(Name & Title)

RFP #13-030
Attachment "B"



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March 7, 2013

City of Rialto
Purchasing Division
249 South Willow Avenue
Rialto, CA, 92376

Attention: Mr. William Jernigan, Purchasing Manager

Subject: Work Proposal for RFP #13-028, Request for Proposals for “On-Call” Public Works Construction Management & Inspection Services (For City Projects and Private Land Development Projects)

Willdan Engineering (Willdan) is pleased to submit this proposal to provide professional consulting services for On-Call Public Works Construction Management and Inspection Services. Willdan has assembled a team who are committed to providing top-quality services to the City of Rialto (City). We believe that we are highly qualified to undertake this assignment because of the special challenges involved in the project.

As a municipal consulting firm, we are aware of the City’s needs and desires in undertaking a project of this type. Willdan’s personnel are experienced in working as an integral part of agency staff and, therefore, are familiar with municipal standards, guidelines, and procedures. This knowledge and experience will allow Willdan to be most responsive to your requirements. As a multidisciplinary firm, we have a full complement of resources under one roof to provide thorough and accurate design and project management.

We understand that the City of Rialto desires to hire a civil engineering firm to perform and provide professional on-call construction management and public works inspection services for public funded and private permit projects throughout the City. The advantages the Willdan team brings to the City of Rialto include the following:

- **Local Knowledge.** We know the City, its policy and procedures! Willdan has provided the City of Rialto with professional services for more than 15 years on all types of projects, including but not limited to, city engineer, design services, construction management, public works inspection, and geotechnical services.
- **Strong Project Manager.** Mr. Chris Baca is responsible for managing improvement projects for various agencies and municipalities throughout Southern California. He has provided similar services to the City Rialto and other Southern California Cities as follows:
 - ✓ City of La Rialto – Pepper Avenue Extension & Metro Link Station Improvements
 - ✓ City of Long Beach—On-Call Construction Management and Inspection Services
 - ✓ County of Riverside On-Call Construction Management and Inspection Services
 - ✓ City of South Gate – 2013 Water & Sewer Improvements
 - ✓ City of Highland – Base Line Avenue Improvements (Federal Funded)
- **Unmatched Expertise.** Providing public works inspection and construction management services to public agencies for over 40 years. Serving public agencies is the cornerstone of Willdan’s business; simply put – it’s what we do! The project team has past experience working together on hundreds of street rehabilitation projects, and the strongest familiarity with latest developments in

technologies, construction methods, and application techniques that may be applied to minimize costs, maximize pavement life and eliminate future maintenance issues.

- **Turnkey Services.** Willdan provides full service on in-house professional engineering consulting and design services for almost any capital improvement project including roadway, grading, drainage, water, sewer, major highway facilities, bridge structures, traffic signals and signing and striping improvements. We prepare the associated reports including hydrology/hydraulic calculations, water quality management plans, storm water pollution prevention plans, traffic studies, geotechnical investigation reports, contract specifications, and special provisions along with the engineer's estimates of probable cost of construction.
- **Staff Augmentation.** Be it on a full-time or part-time in-house basis, by project, or in consultation, we offer staff augmentation services provided by experienced professionals who have likely served in a public agency in a management capacity. Familiarity with the unique processes and policies of public agencies allows our professionals to make educated decisions without the need for further consultation, offering multidisciplinary skills through a sole consultant.

For this proposal, the contact person who will be authorized to make representations for the Willdan team is Chris Baca, Deputy Director of Construction Management and Public Works Inspection at the following address:

Willdan Engineering
650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408
(909) 386-0200 / fax (909) 888-5107 / cbaca@willdan.com

This proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal. Willdan attests that all the information submitted with this proposal is true and correct.

Willdan has reviewed the Professional Services Agreement and shall meet these requirements upon selection with the following wording suggested by our corporate attorney that is summarized below:

- Section 15 – Add the following verbiage to the end of the paragraph: **“City’s reuse of such materials by City on any project other than the project for which they were originally intended shall be at City’s sole risk.”**
- Section 29(f) – Add and delete the following verbiage: **“...coverage SHALL NOT be ~~suspended, voided, and/or~~ canceled by either party, and ~~that there shall be no reduction in the amount of coverage or in limits~~ EXCEPT after...”**, **“...give to the City, **ten (10) days notice if cancellation is due to nonpayment of premium.**** Said written notice to be delivered by U.S. **Certified first class** Mail, **Return Receipt Requested postage prepaid.**”

We are sincerely interested in this assignment and thank you for this opportunity to present this proposal for professional construction engineering services. We look forward to working with you in implementing this important City project. If there are any questions regarding this proposal, please contact me at (562) 908-6296 or email cbaca@willdan.com.

Respectfully submitted,

Willdan Engineering

Chris Baca, RCI
Deputy Director of CM & Inspection





Section A – Project Understanding

A1 – Project Understanding

Willdan understands that the City yearly undertakes the implementation of a differing number of CIP projects. These projects can vary from simple pavement repairs to curb and gutter replacement to roadway overlays to roadway total section replacements to wet utility repairs to new wet utility installations to structure repairs (bridges and retaining walls) to construction of new structures. In undertaking the construction of these CIP projects the City typically will handle all Construction Management (CM), Resident Engineer (RE), and inspection duties. However, the City is anticipating that there may be times when there are multiple projects underway and the City staff will not be able to handle all the required CM/RE/Inspection duties needed on these projects. It is at those times that the City will look to its on-call CM/RE/Inspection Consultant to assist the City on these projects. Willdan is very familiar with the inland empire and will provide the required services out of San Bernardino office. Willdan is currently providing construction engineering services to the County of Riverside, Morongo Indian Reservation, City of Highland, Murrieta, Rialto, and other agencies throughout the inland empire.

In addition to CIP services, Willdan will be expected to provide as-needed construction inspection services for various permitted projects thought out the City. These types of project do not typically require full-time inspection and are sometimes more difficult to staff than traditional “stand alone” CIP projects. However, Willdan has a large staff of inspectors near the City of Rialto and can make these types of inspections with no more than a 24 hr notice. Willdan has been providing permit public works inspection for over 40 years and has extensive experience with land development projects.

A2 – Key/Critical Issues

There are many routine aspects that are common to the way every construction project is performed in terms of contract administration, construction

inspection, and public relations. All of these are outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work that requires special attention that is not part of the routine process of the common Willdan’s Construction Management team:

1. Institution of standard procedures for project records and procedures conforming to the highest standards for construction management is necessary to have effective claims avoidance, mitigation, and resolution.
2. Schedule and cost management are priority areas for Willdan’s professional construction team. Our team will provide weekly and monthly reports detailing cost to date and projected final cost estimates. (See appendix section for samples of monthly and weekly reports)
3. Thorough and timely documentation of change order circumstances is crucial both to minimize potential and/or unresolved claims and provide properly for Agency approval of change order funding.
4. A project specific quality assurance program (QAP) is essential on complex projects to maintain orderly, cost effective, and comprehensive materials quality control. The City’s general QAP will be superimposed with the Caltrans Construction Manual/Local Programs Manual testing frequency tables and applied to all of the materials in the various phases of work on the construction contract. Implementing quality construction management procedures, such as the following, can avoid most claims:
5. Rigorous standard procedures for schedule control must be inherent in the construction management program in order to bring the project to completion in the shortest time and also with the least potential damages due to delays. All members of the construction management team have a standing duty to be proactive in identifying a situation that has a possibility of creating a delay.



A3 – Coordination with the Caltrans Construction Manual

Our staff understands the importance of accurate documentation and filing to ensure that the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution. So, **over 20 years ago, Willdan adopted, as our standard procedures, the practices set forth in the Caltrans Construction Manual and in the Caltrans Bridge Construction Records and Procedures Manual, Volumes 1 and 2.**

A4 – Encroachment Permit Processing Examples

Willdan has provided permit inspection and tracking to southern California Cities for over 50 years and is currently providing these same types of services to the City's of La Puente, Maywood, Loma Linda, Banning, Colton, Canyon Lake, March Joint Power Authority, Highland, Calimesa, Morongo Band of Mission Indians, and other City's throughout the State of California.

Willdan utilizes two systems for the tracking of both building and public works permits. The first system utilizes a simple excel spreadsheet, a copy of which can be found in the appendix section of the proposal. The second system utilized Willdan's proprietary PCTS (Plan Checking Tracking System) software system to monitor the permit activity. The system allows the permittee and City officials to use the web to view the current budget and status of each permit.

Pursuant to the City's RFP, page 7 of 12, Section 4, paragraph 9, Willdan suggests the use of deposit based permits for permits with an estimated fee of over \$2,500. Many Cities throughout the area have adopted this fee structure as it allows the Agency to recoup all the cost associated with the inspection of the work. The typical arrangement is to require the permittee to put in deposit an amount equal to 120% of the work. Willdan then tracks their expenses and invoices the City on either a weekly or monthly basis. We have enclosed an example of a recent large deposit permit we handled for the City of Commerce. As you will see, the agreement has language concerning the maintenance and payment of the deposit account. In some Cities, Willdan will bill the City for the deposit permit and will forward correspondence to the permittee letting them know how much is left in deposit and whether there is a need to make an additional deposit to their account.

As stated earlier, the City can find examples of permit applications, permit tracking spreadsheets, and deposit agreements in the appendix section of our proposal.



Section B – Scope of Work

B1 – Scope of Work

Preconstruction Services

Constructability Review

1. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
2. Conduct a thorough review of the construction plans and specifications.
3. Prepare a list of the following, including potential recommended corrections:
 - a. Difficulties of completing any element of construction;
 - b. Conflicts between elements or the environment;
 - c. Elements of construction that could be substituted with more efficient materials and associated methods;
 - d. Elements of the construction that are not appropriately compensated by the bid schedule.
4. Verify through design support consultation that each identified item of concern is being interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.
6. Prepare a report of findings, and outline recommendations to reconcile issues discovered and generally to expedite the project.
7. Prepare bid documents for advertising.
8. Coordinate answering of questions with designer and issue required addendums.

Evaluation of Contractors' Bids

The Willdan team will support the City during the general contractor selection process. The Willdan team will attend the pre-bid meeting, if any, and will perform a review of the bids to confirm that each is in conformance with the Request for Bid

requirements. This support will occur for all necessary general contractor selections.

Preconstruction Conference

With the selection and notification of the successful bidder, the Willdan team will conduct a pre-construction meeting. In attendance at this meeting will be the successful contractor, the Willdan team, representatives of the City's design consultant and the City. The purpose of this meeting is to: a) review the project protocol and procedures that will be followed; b) review the contract scope of work with the general contractor; c) verify that all required bonds and insurance certificates have been received from the general contractor; d) review all inspection requirements including deputy inspection and observations by the engineer-of-record; e) review the public funding requirements; and f) review the general contractor's proposed work plan.

Construction Services

Construction Administration Compliance

Site Reviews. Once the general contractor has moved onsite, the Willdan team will continuously monitor and observe the work performed. These observations and inspections will focus on ensuring that the materials and their installation are in conformance with the contract drawings and specifications. These observations and inspections will also focus on coordinating and verifying that all required deputy inspections, materials testing, and engineer-of-record observations not only occur, but also occur at the appropriate time and do not cause any delays to the project.

The results of these daily observations and inspections will be documented in a Daily Site Report. The Daily Site Reports will document work activities, observations, number and type of personnel onsite, weather conditions, number and type of equipment onsite, visitors to the site, and any unusual or pertinent happenings.

Non-Conforming Work. Any work observed during the observation and inspection that does not meet the requirements of the contract drawings and specification will be documented via a Non-Conformance Report. These Non-Conformance



Reports will be given to the general contractor and a copy provided to the City. The Willdan team will maintain a log of the Non-Conformance Reports. This log will document the non-conformance report number, the nature of the non-conformance, the date the report was issued, the resolution, and the date of the resolution.

Request for Information. During the course of the construction, it is inevitable that the general contractor will require clarification as to the intent or specific details on the contract drawings. In order to obtain the clarification, the general contract will issue a Request for Information (RFI). The Willdan team will typically allow the general contractor to utilize his own RFI from with which he is most conformable. This form will have a sequential number, as insurance date, an area for identifying/describing the required clarification/information, an area for the answer, and a required date. These forms will be submitted by the general contractor to the Willdan team. The Willdan team will forward these RFIs to the City's design consultant. The Willdan team will maintain a log for the RFIs. This log will document the RFI number, the nature of the RFI, the date of the RFI was issued, the date it was forwarded to review, the name of the reviewer, the RFI response, the date it was received back from the reviewer, and the date it was forwarded to the general contractor.

Communications. The Willdan team will strive to have all communication between the general contractor, the City's personnel, and the City's design consultant flow through it. All communications will be documented (telephone calls by notes and emails by hard copy printouts) and filed. If the City so desires, a log of all communications will be maintained.

Weekly Progress Meetings. A weekly progress meeting will be conducted with the general contractors. It is anticipated that the City will attend with the City's design consultant when warranted. This meeting will be held at a fixed time and day of the week, and will review the work completed in the past week and the work planned for the next 2 weeks. Discussions will focus on all

key issues affecting the work, including any coordination issues with the testing laboratory or any other outside agency. In addition, the Non-Conformance Report, RFI, and submittal logs will be reviewed. Weekly meetings will be chaired by Willdan's Construction Manager. Detailed notes of the meeting will be transcribed and provided to all attendees prior to the next meeting.

Progress Photographs. Digital photographs documenting all key areas of construction will be taken daily. The digital images will be stored both electronically and in hard copy.

Schedule. Prior to finalizing the general contractor's contract, the Willdan team will review the general contractor's CPM schedule to determine if it is realistic and achievable. If the Willdan team has any concerns with the general contractor's schedule, they will be addressed and resolved prior to signing the contract and starting any work. Once the contract is signed, the schedule is cast-in concrete and the only thing that can change it is a change order. Having a change order that increases work scope and thus contract value does not automatically mean a change in schedule duration. In general; only change orders that address any work on the critical path have the potential to have an impact on schedule. In estimating the cost for change orders, the Willdan team will analyze the impact on the schedule by any change orders. Along with budget control, a proactive approach to schedule control on the Willdan team's part will help to meet the City's schedule requirements.

Document Control. All Document Control Procedures established by the City will be followed. Both hard and electronic copies of all documents, including correspondence, contract drawings, submittals, standard forms, report, and submittal logs will be kept current during the project and will be delivered to the City as final project documentation.

Change Order/Claims/Disputes. The general contractor will submit any Change Order Request to the Construction Manager. At the pre-construction meeting, the format of the Change Order Request and the required backup will be



determined. The general contractor will be expected to justify any change, including a breakout of all quantities, materials prices, labor hours, labor rates, overhead and profit markups, and any impact on schedule. The Willdan team will review the Change Order Request. If the Willdan team does not agree with the request, the Willdan team will negotiate with the general contractor until an agreement is reached. If all parties are in agreement with the Change Order Request, Willdan's Construction Manager will prepare a Recommendation for Approval for the Change Order Request and obtain the City's design consultant's agreement. As with RFIs, the date the request was received from the general contractor will also be logged along with the disposition. This log will also include all identified potential Change Order Requests.

Willdan employs the latest techniques in the analysis of claims for extension of time due to delays in the schedule. Cost schedule integration will be performed to establish the actual damage incurred due to delays.

Quality Control. Willdan will perform quality assurance and quality control of this project through a diligent review of all documentation and an inspection of all work. Quality assurance and quality control will begin with the pre-construction meeting, at which time the scope of the project and control requirements will be reviewed with the general contractor. Once construction begins, the next step in the quality control process will be the verification of materials and components to be installed. Once the materials and component are delivered onsite, Willdan's Construction Manager and inspector will inspect and test these materials and components to verify they match what was called for on the construction documents. The Construction Manager and inspector will coordinate material inspections and all testing will conform to the CALTRANS Frequency Tables as shown in Exhibit 16-R of the Local Assistance Procedure Manual as a guideline. The Construction Manager will maintain a detailed record of samples, tests, and material releases, and certification of compliance for the project.

Progress Payments. The general contractor will prepare his monthly Application for Payment on either the City's standard form, or the general contractor's form directed at the beginning of the project by the City. The application will be based on the general contractor's installed quantities or percentage complete for each of the Scheduled of Values contains in the general contractor's contract. The general contractor will submit his monthly pay application to Willdan's Construction Manager. The Willdan team will review the application and any disagreement will be discussed. Willdan's Construction Manager will then forward his recommendation for approval of the Application for Payment to the City.

Submittals. The contract specifications require the general contractor to provide submittals consisting of a technical data sheet and/or shop drawings for specific components/materials bring installed. These submittals are required to be reviewed by the City's design consultant. Prior to the start of construction, Willdan will request the City's design consultant to prepare a summary list of all submittals required, which will be reviews with the general contractor at the pre-construction meeting. The general contractor's submittals will be reviewed by the Construction Manager. As with RFIs, the Willdan team will maintain a log for the submittals. This log will document the submittal number, the nature of the submittal, the date the submittal was issued, the date it was forwarded to the reviewer, what the review is, the disposition of the submittal, the date it was received back from the reviewer, and the date it was forwarded to the general contractor.

As-Built Drawings. The general contractor's contract with the City will require him to redline a set of drawings in order to create an as-built set. Willdan's Construction Manager will periodically review the general contractor's as-built (record) drawings to verify that he has redlined all field changes/discrepancies and has identified all discovered underground utilities on the plans.

Contract Close-Out. Willdan recognizes that Project Closeout requires a methodical step-by-step review of all completed work and submitted



documentation. Project Closeout initiates when the general contractor indicates he is prepared to start closeout procedures. The first focus is on the work completed. The Willdan team, in conjunction with the City, the City's design consultant, and the general contractor, will conduct a walk down at the project in order to establish a punch list. Willdan's Construction Manager will then monitor the general contractor's progress in working off the punch list. Once the punch list has been completed, a final walk down with the same parties will be conducted to agree on final acceptance of the work. The Willdan team will coordinate with the City's design consultant to obtain and file Certificates of Substantial Completion. The Willdan team will coordinate and receive from the general contractor all required Operations and Maintenance Manuals, Warranty Certificates, Survey Notes, and redlined drawings. The Willdan Resident Engineer will obtain the Final Labor Summary and Final Labor Certificate as part of the Review and Recommendation for Final Application for Payment.

Construction Inspection

The construction inspection services are generally to be performed in accordance with the provisions of the latest editions of the Caltrans Standard Specifications, project specifications," City of Rialto's Standard Plans, "Greenbook", and the Public Work Inspector's Manual.

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Meet with City staff to review the scope of work and establish project schedules.
4. Attend preconstruction meeting.
5. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
6. Verify that the Contractor conforms to design survey line and grades.
7. Attend weekly progress meetings with the Resident Engineer, Contractor, and subcontractors.
8. Provide full-time and as-needed construction inspection of the work, including night work, to monitor materials and methods toward compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
9. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations.
10. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
11. Meet with the Contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.
12. Conduct daily measurements of quantities of work with the Contractor.
13. Review actual Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
14. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
15. Ensure compliance of Underground Service Alert notification/delineation.
16. Attend weekly jobsite meetings and other meetings with City staff, merchants, engineer, public relations personnel, contractor, and construction administrator, as needed.
17. Observe construction safety, and public safety and convenience, and report discovered discrepancies to the Resident Engineer.
18. Evaluate Contractor's operation and production with respect to quality and progress, and report to Resident Engineer, construction administrator and City.



19. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction, and store in three-ring binder for permanent reference.
20. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
21. Closely monitor testing results and require the Contractor to provide corrective measures to achieve compliance.
22. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
23. Prepare and maintain detailed daily diary inspector reports on construction progress.
24. Prepare clear and concise letters and memoranda, as needed. A solid paper trail will be established.
25. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
26. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
27. Analyze delays and review claims on a timely basis and make recommendations to the Resident Engineer.
28. Review and evaluate requests for change of work.
29. Maintain all data for change orders, and record information with regards to the time of dispute, time of notification by the contractor, and action taken by the inspector.
30. Provide complete measurements and calculations documented to administer progress payments. Ensure that the Contractors sign conditional or unconditional lien releases and waivers (in the form provided

by California Civil Code 3262), as a condition to processing all certificates for payment.

31. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City's Design Consultant will transfer the Contractor's record drawings to original Mylar drawings.)
32. Prepare punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
33. Obtain from the Contractors lien waivers, bonds, guarantees, warranties, and other documents required by the Contract Documents for the final contract Closeout.
34. Schedule final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; recommend final acceptance. Prepare certificates of acceptance and substantial completion.
35. Prepare documentation for final payment to the Contractor.
36. Upon project completion, provide the finished set of project workbooks to the City.

Federal Labor Compliance

1. Review federal labor compliance components of project specifications to ensure they are in accordance with current labor regulations and requirements.
2. If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
3. Verify applicable wage determination ten (10) days prior to bid opening; document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
4. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board and non-



- appearance on Federal List of Parties Excluded (debarment list).
5. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
 6. Prepare various monitoring and reporting documents as required.
 7. Verify and document job-site posting of wage rate information and labor compliance posters.
 8. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
 9. Follow up with contractor by telephone and certified mail regarding required document submittals and payroll discrepancies.
 10. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
 11. Receive, pursue, and document labor complaints; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
 12. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
 13. Coordinate project file reviews by authorized county, state, and federal agencies.
 14. Submit complete federal labor compliance file to City for retention. (Note: federal labor compliance files are to be retained for a period of not less than three (3) years.)
 15. Procure final DBE Report and miscellaneous federal reports required of the Contractor.
2. Prepare the Award Cover Letter and Local Agency Contract Award Checklist (LAPM Exhibit 15-L).
 3. Prepare the Detail Estimate and Summary (LAPM Exhibit 15-M), and Finance Letter (LAPM Exhibit 15-N) based on the low bid.
 4. Obtain from the contractor, the Local Agency Bidder – UDBE Commitment (Construction Contracts) - (LAPM Exhibit 15-G1) and Local Agency Bidder – DBE Information (Construction Contracts) - (LAPM Exhibit 15-G2) based on the low bid.
 5. Prepare the Resident Engineer's Construction Contract Administration Checklist (LAPM Exhibit 15-B) to help the local agency with the administration of the Federal-aid project.
 6. Submit to Caltrans DLAE item nos. 2 through 5 along with the following items provided by the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, and the as-advertised PS&E.
 7. Prepare up to three (3) Progress Invoices (LAPM Exhibit 5-A) based on the following items provided by the City: contractor's contract progress reports and construction engineering consultant invoices (if federal funds are authorized for CE) and submit to Caltrans DLAE.
 8. Prepare the Federal Report of Expenditures Letter and the Report of Expenditures Checklist (LAPM Exhibit 17-A) based on the Statement of Working Days.
 9. Prepare the Local Agency Final Inspection Form (LAPM Exhibit 17-C) to initiate Caltrans' job site review and verification of completion of the project.
 10. Prepare the Materials Certificate (LAPM Exhibit 17-G) for Resident Engineer's signature to show that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and construction operations controlled by sampling

Caltrans Award Submittal and Invoicing

1. Send a copy of the Notice of Pre-construction Meeting to Caltrans.



and testing were in conformity with the approved plans and specifications.

11. Prepare the Final Invoice (LAPM Exhibit 5-A), Final Detail Estimate and Summary (LAPM Exhibit 15-M), and Change Order Summary (LAPM Exhibit 17-E) based on the following items provided by the City: the contractor's final contract progress report and construction engineering consultant final invoices (if federal funds are authorized for CE).
12. Submit to Caltrans DLAE item nos. 8 through 11 and attach the following items provided by the City: Local Assistance - Federal - Final Report - Utilization of DBE, First Tier Subcontractors (LAPM Exhibit 17-F) and DBE Certification Status Change (LAPM Exhibit 17-O) to initiate timely project closure and payment.

Include documents and submittals in a Federal Funding File and make a hard copy or PDF formatted file on a CD for the City.

B2 – Identification of Budget and Allocation of Resources

Willdan is committed to providing the staffing and resources required to complete the City's projects and meet its needs on schedule and at the rates stated. To ensure we meet this commitment, we will prepare labor projections and resource allocations for all of the projects requested. The Principal-in-Charge and Contract/Project Manager will be the primary contacts for the City. Once the needs are known, they can prepare staff allotments and estimates for review and discussion with appropriate City staff. The City can rest assured that sufficient dedicated staff will be available for the project.

All of our key personnel will be accessible to City staff during normal business hours, within reasonable limitations. No substitution of key staff will occur without the written approval of the City.



Section C – Staff Qualifications

A successful partnership to execute project under this type of contract requires expertise in construction management and inspection services and effective coordination with the City staff, contractors, communities, and other project stakeholders to ensure the project reflects the expectations of its stakeholders. Willdan understands that key personnel assigned on City projects shall not be reassigned without prior written approval from the City.

Although overall firm credentials and experience are important, the key to a successful project is the caliber and depth of experience of the individuals assigned to the team. Willdan offers the City of Rancho Cordova a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake construction management and inspection for the City's public works projects funded through various federal, State, and local funds.

Brief biographies of our project team detailing their experience and their roles for various street restoration projects are provided herein. Comprehensive resumes have been provided in the Appendix.

Willdan is committed to providing the staffing and resources required to complete the City's projects and meet its needs on schedule and at the rates stated. To ensure we meet this commitment, we will prepare labor projections and resource allocations for all of the projects requested. The Principal-in-Charge and Contract/Project Manager will be the primary contacts for the City. Once the needs are known, they can prepare staff allotments and estimates for review and discussion with appropriate City staff. The City can rest assured that sufficient dedicated staff will be available for the project.

All of our key personnel will be accessible to City staff during normal business hours, within reasonable limitations. No substitution of key staff will occur without the written approval of the City.

C1 – Key Staff/Team Members

Project Management Team

Each project is assigned to a senior member of our construction management/inspection services staff with the background, experience, and availability best suited for the assignment to serve as the project manager.

Our proposed project manager and task leaders bring both diversity and commonality of project experience that will benefit discussions on final design implementation and construction of the various projects. Over time, these leaders have individually and collectively assisted and facilitated the construction management, inspection, and labor compliance services for numerous local, federal, and State funded projects.

Mr. Thomas A. Broz, PE, SE, FASCE, will serve as Principal-in-Charge. He will have overall responsibility for coordination and administration of services to be provided by the firm. Mr. Broz has been with Willdan for the past 6 years and has 39 years of construction management experience.

Mr. Christopher D. Baca, RCI, will serve as the primary contact with the City and will act as the overall Project Manager. Mr. Baca has been with Willdan for the past 25 years and has 30 years of extensive experience in construction management of large-scale public works projects. Mr. Baca will monitor the activities of the staff assigned to this project to ensure that project construction files and documentation are complete.

Construction Management/Resident Engineers

Mr. Loren Clifton PE, will service as Resident Engineer/Construction Manager. Mr. Loren Clifton Professional civil engineer was recently hired by Willdan and has over 25 years experience in design, construction and administration of State and Local Public Works to include streets and roads, bridges, water supply, sanitation and storm drainage.

Mr. Michael D. Bustos, PE, will serve as Resident Engineer/Construction Manager. Mr. Bustos has been with Willdan for over 8 years and brings more than 10 years of experience as a project manager



and construction manager on public works inspection, contract administration, and construction management projects.

Mr. Steve Velasco, will serve as Project Construction Manager. Mr. Velasco brings over 35 years of construction management and inspection experience to this project. Mr. Velasco's recent experience includes the City of Rialto's Pepper Avenue Extension Project. Mr. Velasco is an ICC Certified Building Inspector and holds a Bachelors of Science in botany. Mr. Velasco's detailed resume is included in the Appendix.

Mr. Jason Brown, RCI, Construction Manager, will serve as Office Engineer. Mr. Brown brings more than 20 years of experience as a Project Manager and Construction Manager. His experience includes the management and inspection of large scale federally funded projects. Mr. Brown has participated in over a dozen successful ARRA audits and will assist Mr. Slayyeh in the oversight of Willdan's team members to ensure compliance with the Caltrans LAPM. Mr. Brown recently provided CM services for the City of Pomona's Towne Avenue Overlay Project. The project files were audited by Caltrans and FHWA and neither Agency had any exceptions to files.

Construction Inspectors

Inspectors for Willdan closely monitor public works projects to ensure compliance with all contract requirements. Most of our inspectors have American Construction Inspectors Association (ACIA) certification as construction inspectors, and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Willdan's inspectors have knowledge of basic soil dynamics and are highly cognizant of the crucial role of soils compaction in construction. They are also familiar with the needs for general material testing for asphalt and concrete.

Our inspectors know the importance of maintaining good relations with residents and businesses affected by the project. They are always encouraged to be courteous and helpful, and to communicate as necessary, to satisfy local

concerns. Our inspectors are coached by their supervisors to routinely look for potential site safety problems, uncover potential construction claims, and provide claims avoidance procedures. This includes checking ahead for utility interferences, unsuitable materials, and other unforeseen site conditions. We also encourage our inspectors to closely monitor traffic control to conform to the latest editions of the Work Area Traffic Control Handbook (WATCH) Manual and California State Manual of Traffic Controls. Willdan's inspectors receive special in-house training from our traffic professionals on traffic control safety. They are expected to ensure that safety concerns are expeditiously addressed, in the same manner in which they are expected to monitor overall site safety.

To make this organizational approach function smoothly and efficiently, a set of standard procedures has been developed to thoroughly control and document the projects at all points. These are based on Caltrans Construction Manual. Well-structured documentation provides for smooth contract enforcement and our claim avoidance procedures and forms minimize exposure to extra costs. Our quality control approach is highly refined and efficient. A field supervisor monitors the projects, as appropriate based on the level of oversight provided by construction engineering staff, to check project files and provide secondary oversight of construction methods, scheduling, and potential claim circumstances. Our supervising construction engineer reviews feedback from the field supervisor and oversees special problems and especially scheduling issues and potential claims.

Our public works inspection personnel are linked by cellular telephone to allow fast, dependable response for needed communications.

Willdan understands that any proposed changes in key personnel shall be submitted in writing for review and approval. We will not be utilizing any subconsultants for this assignment.



San Bernardino Regional Office Data

The assignments for inspection services for the City of Rialto will be accomplished by our San Bernardino Regional office in the City of San Bernardino. Our address and telephone numbers are: 650 Hospitality Lane, Suite 400, San Bernardino, CA, 92408-3317, (909) 386-0200.

Mr. Larry Brown, Supervising Public Works

Observer, is responsible for construction administration and observation of a wide range of public works improvement projects. Mr. Brown's 28 years of field experience includes drainage facilities, railroad grade crossings, highway and landscape improvements, traffic signals and signing projects, and underground utility construction, as well as commercial and residential development projects. Many of these projects were federally funded by CDBG and ISTEA funding.

Mr. Tim Scheffer, Senior Public Works Observer, has 29 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEA funding.

Mr. Larry Butler, Public Works Observer, has 45 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEA funding.

Mr. Dennis "Scott" Gibson, Senior Public Works Observer, has over 22 years of public works construction experience. Mr. Gibson has inspected, supervised, and coordinated a wide variety of projects such as Caltrans projects involving widening and construction of bridge structures, sound walls placement, and transportation structures. Mr. Gibson is currently providing public works observation services for the City of Coachella's Dillon Road Widening Project. The project involves the complete removal and replacement of the existing roadway between the

Dillon Road Cutoff and the 10 freeway; construction of fully landscaped medians; installation of new safety lighting, and traffic signals at Harrison Place/Dillon Road.

Mr. Daniel Slayyeh, PE, Senior Public Works

Observer, has 24 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEA funding.

Mr. Barry Knutson, Senior Public Works Observer, has over 33 years of experience in the construction industry here in southern California. He has worked as a Carpenter's Apprentice, Journeyman Carpenter, Carpenter Foreman, Estimator, Assistant Superintendent, Superintendent, Purchasing Agent, and more specifically as a Senior Construction Administrator on large scale Capital Projects throughout the County of Los Angeles for the last 12 years.

Mr. Victor Ayala, Senior Public Works Observer, is responsible for the inspection of large-scale public works projects. His experience includes over 35 years of public works construction experience including: assignments in administration and inspection of subdivisions, traffic signals, fiber optics, storm drains, sanitary sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations.

Mr. Danny Ayala, Senior Public Works Observer, is responsible for the inspection of large-scale public works projects. His experience includes over 35 years of public works construction experience including: assignments in administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations.



Mr. Ivan Mendoza, Public Works Observer, has over 39 years of construction inspection experience. Mr. Mendoza is knowledgeable in all phases of construction management, including project administration, and preparing change orders.

Mr. George Karaelias, Senior Public Works Observer, joins Willdan with 38 years of construction field experience. Prior to joining Willdan, Mr. Karaelias was employed with the Los Angeles County Department of Public Works. As Head Construction Inspector, Mr. Karaelias was responsible for the supervision and the inspection of contract compliance of construction projects involving storm drains, sewers, roads, retaining walls, landscaping, and other various types of public works facilities.

Mr. Don Weeks, Senior Public Works Observer, brings over 28 years of experience in the construction industry with 15 years experience providing inspection and project management. This work was done throughout Southern California for many agencies and private companies. Types of projects include: various wet and dry utilities, new and reconstructed road improvements, concrete improvements, buildings, retaining walls, grading, grade separation, park and landscape improvements, traffic signals and various seal type projects. Many of these projects were federally funded and required administrative duties as well as field work.

Labor Compliance

Ms. Jane E. Freij will serve as Labor Compliance Manager. Ms. Freij has been employed by Willdan for the past 11 years and has over 12 years of labor compliance experience. She will have direct supervision and full responsibility for all federal compliance activities.

Funding Administration

Ms. Diane Rukavina, PE, will serve as Special Funding Engineer. Ms. Rukavina has been with Willdan for over 25 years and has 31 years of experience in municipal engineering and has

processed over 75 federal-/state-funded projects, including STPL, SRTS, SR2S, HBP, HSIP, CMAQ, TCSP, ARRA, and SAFETEA-LU – from request for authorization to final invoicing for 22 cities. She also serves as project manager for the City of Paramount.

QSP/QSD Review

Mr. Elroy Kiepke, CBO, PE – QSP/QSD Compliance Officer. Mr. Kiepke presently serves as a City Engineer for Willdan. He joined Willdan in July 1979 to assist in the formation of the Building and Safety Division. As the division grew, he became the Division Manager for Plan Check Services and City Engineer for some of Willdan's client cities. Mr. Kiepke began his professional career with the County of Los Angeles in June 1969. He received training in building plan check and subdivision plan check before taking permanent positions in the Subdivision Section and Building and Safety.

C2 – Team Members' Relevant Project Experience

As requested in the City's Request for Proposals, Willdan is providing select representative projects illustrating our team members' relevant project experience.

The following list of projects illustrates our expertise with local agency construction management/inspection projects. It is from executing these types of projects, that we have gained a first-hand understanding of what our public agency client expects – and we strive to meet those expectations each and every time. The projects we have selected to highlight include projects which we believe will be similar to projects that the County will be undertaking. These projects are projects performed from both on-call contracts and single project contracts and are focused mostly in the Central California area with a few included from both Southern and Northern California.

Willdan provides CM/RE/Inspection Consultant services throughout the entire State of California.

**On-Call Public Works Observation Services**

Client: City of Long Beach
Contact: Mr. Gillis Monroe, Construction Manager, (562) 570-6537
Dates: 2005 – Present

Willdan is providing on-call public works observation for several tracts throughout the City of Long Beach. Willdan is responsible for check grade; installation of curb, gutter and sidewalk, asphalt overlays and other appurtenant work. Willdan is currently providing public works observation services for the City of Long Beach Airport Runway Expansion Project, Boeing Reconstruction Project, Sidewalk Repair Project, and various permitted projects throughout the City.

On-Call Public Works Observation

Client: County of Riverside
Contact: Mr. Hugh Smith, Project Manager, (909) 955-2025
Dates: 2000 – Present

Willdan is continuing to provide on-call public works observation services to the County of Riverside. The work involves the inspection of various types of public works projects throughout the County and includes such projects as storm drain, tract housing, cash contracts, traffic signals, and storm damage assessment.

On-Call Public Works Observation

Client: County of Los Angeles
Contact: Mr. Ken Swanson, Project Manager, (626) 458-2587
Dates: 2000 – 2011

Willdan is continuing to provide on-call public works observation services to the County of Los Angeles. The work involves the inspection of various types of public works projects, including major storm drain projects, throughout the County. Willdan recently provided construction observation and management services for the Disney Performing Arts Center and many other major public works projects throughout the County.

Pepper Avenue Extension Project

Client: City of Rialto
Contact: Mr. Marcus Fuller, PE, City Engineer, (909) 421-7279
Dates: June 2012 – Present

Willdan is currently providing Contract Project Management, QSP and Public Works Inspection. This project extended Pepper Avenue ½ mile crossing the Lytle Creek drainage endangered species habitat to CA 210. Mr. Velasco worked closely with the Biological Monitoring firm to satisfy conditions of the CDFG and Army Corp of Engineers permits as well as the Caltrans permit. Approximately 100,000 cubic yards of import soil, four 10' by 10' reinforced box culverts and a Verdura Wall were used to span the drainage area. The project included 2814 feet of curb, gutter, sidewalk, AC paving parkway landscaping and irrigation as well as a new water line, sewer line, SCE conduits and street lighting. This project was the result of 12 years of planning and design with an overall \$15 million budget and a construction cost of \$7 million.

**Hacienda Boulevard Sewer**

Client: City of La Puente
Contact: Mr. Bret Plumlee, City Manager, (626) 855-1563
Dates: November 2009 – January 2010

Willdan provided construction management, inspection, and material testing services on this project that included installation of sewer lines in the City of La Puente. The project involved the installation of approximately 1,000 of HDPE, 2,500 lineal feet of eight-inch vitreous clay pipe sewer, including manholes, house connections, and other appurtenant work. The project was ARRA-funded, so Willdan's work included labor compliance.

South Gate Well #25

Client: City of South Gate
Contact: Mr. Mohammad Mostahkami, Director of Public Works/City Engineer, (323) 563-9582
Dates: January 2009 – April 2009

Willdan prepared PS&E for replacement of two of the City's four existing constant speed booster pumps at Well No. 25 with Variable Frequency Drive (VFD) controlled vertical turbine pumps. The design package included a civil/mechanical site plan, electrical power and control diagrams, and specifications for new pump and appurtenances, motor, VFD, and reconditioning of the existing discharge heads. The VFDs were designed to be integrated into the City's existing SCADA system. The design was tailored to meet the requirements of Southern California Edison's energy efficiency incentive program, which requires that the efficiency of a 150 HP motor be at least 95.4%.

Dillon Road Widening Project

Client: City of Coachella
Contact: Mr. Gordon Fisher, Project Manager, (760) 398-5744
Dates: December 2007 – February 2009

The project involves the complete removal and replacement of the existing roadway between the Dillon Road Cutoff and the Interstate 10 freeway, construction of fully landscaped medians, installation of new safety lighting, and other appurtenant work. Willdan is providing full construction management, public work observation, construction staking, and material testing services.

Arterial Street Resurfacing ESPL – 5413 (010)

Client: City of Rancho Palos Verdes
Contact: Ms. Bindu Vaish, Assistant Engineer, (310) 544-5254
Dates: February 2010 – October 2010

Willdan provided project management, contract administration, and construction observation services for the City's Residential Street Overlay and Slurry Seal Project. The proposed improvements included asphalt concrete overlay, slurry seal Type 1, concrete repairs, access ramps in compliance with ADA requirements, root control barrier, and traffic striping.

**Base Line Improvements - STR 07003**

Client: City of Highland
Contact: Mr. Ernest Wong, Director of Public Works, (909) 864-6861
Dates: April 2013 – Present

Willdan provided construction management, labor compliance, federal invoicing, geotechnical, and public works observation services for the City of Highland's \$4 Million street rehabilitation project which includes the installation of new landscape medians, decorative lighting in the new medians, decorative pavers in the intersections of Church and Palm, decorative pedestrian street lighting, asphalt overlay, and other appurtenant work.

Drummond Avenue Street Resurfacing Project

Client: City of Ridgecrest
Contact: Mr. Loren Culp, City Engineer, 760.499.5082
Dates: August 2012 – November 2012

Willdan provided Resident Engineer, inspection, and quality assurance testing services for this Proposition 1B funded project to rehabilitate the existing asphalt concrete pavement on Drummond Avenue between Norma Street and China Lake Blvd. The general nature of the work involved the repair and rehabilitation of an existing asphalt concrete arterial roadway, including cold-planing (104,000 SF), hot mix asphalt concrete repairs (10,000 SF) and overlay (1,450 tons), and installation of new traffic detection loops and pavement delineation. Minor concrete work included construction of new curb, gutter, sidewalk, driveway, cross gutters, and removal and replacement of ADA ramps. Willdan also provided coordination with Caltrans District 9 for work performed under an encroachment permit issued by Caltrans for work within their right of way.

Dillon Road Grad Separation

Client: City of Coachella
Contact: Mr. Gordon Fisher, Project Manager, (760) 398-5744
Dates: December 2007 – February 2009

Willdan provided construction management and inspection services. The project limits include a new roadway for Dillon Road from 2,000 linear feet westerly of the railroad at-grade crossing along Avenue 48 to 2,000 linear feet easterly of the railroad crossing along Dillon Road. The new pile-supported, cast-in-place, pre-stressed concrete bridge structure carries Dillon Road over Indio/Grapefruit Boulevard and the two existing railroad tracks. The project additionally included:

- Installing a traffic signal at the new intersection of Dillon Road and Avenue 48
- Installing a traffic signal at the existing intersection
- Modification of the existing traffic signal at the existing intersection
- Construction of the approach fills for the new bridge structure
- Installing curbs and gutters
- Installing new signing and pavement delineation
- Installing miscellaneous drainage improvements
- Constructing retaining walls

**W. 3rd Street Sewer Improvements**

Client: City of San Bernardino
Contact: Kathleen Robles, 909-534-4434
Dates: March 2010 – September 2010

Willdan provided construction management, inspection, and soils testing for this project. The project involved the removal and replacement of the existing sewer lines. In order to remove the existing lines, the contractor installed two (2) Godwin diversion pumps to divert the flow to allow for the construction of the new sewer lines. After placement of the diversion pumps, the Contractor removed and capped all abandoned utilities and installed two new sewer lines; 235 LF of VCP and 600 LF of 18" VCP.

**College Heights Boulevard Roadway Improvements Project Phase III, STPL-5385 (037)**

Client: City of Ridgecrest
Contact: Mr. Loren Culp, City Engineer, 760.499.5082
Dates: August 2012 – October 2012

Willdan provided Resident Engineer, Caltrans Local Assistance liaison, and quality assurance testing services for this federally funded project to reconstruct the AC pavement roadway on College Heights Blvd between Franklin Ave and Jarvis Ave. In addition, Willdan handled all aspects of the Federal-aid assistance process. The general nature of the work involved cold-planing (229,000 SF) and hauling off existing asphalt concrete and full reconstruction of the existing roadway with hot mix asphalt (3,900 tons) over compacted aggregate base. The project scope also included shoulder backing, AC dike construction, striping / signage, and minor concrete involving utility frame cover adjustments, sidewalks, and removal and replacement of concrete ADA ramps.

**State Legislated Cycle 8 Safe Routes to School (SR2S) Program – SR2SL-5385 (039)**

Client: City of Ridgecrest
Contact: Mr. Loren Culp, City Engineer, 760.499.5082
Dates: December 2012 – Present

Willdan is currently providing Resident Engineer, inspection, and quality assurance testing services for this state-legislated Safe Routes to School Improvement Project near James Monroe Middle School. The general nature of the work consists of sawcutting and demolition of existing concrete curbs and asphalt roadway, fence and desert plant relocation, and the installation of minor concrete consisting of new curb, gutter, sidewalk, curb ramps, and drive approach improvements. Also included in the scope of the project is minor grading and compaction along with hot mix asphalt for pavement tie ins to the new concrete and paved paths. Willdan provided bid support and is providing full CM and inspection services.



C3 – Project Manager’s Techniques for Resolving Disputes

Willdan’s veteran Project Manager, Mr. Chris Baca, has over 26 years of public works construction experience and has a well experience team of engineers on staff with extensive knowledge of how to quickly understand project field conditions and issues and mitigate those issues with practical, cost efficient solutions that will protect the City’s liability exposure, while preserving the integrity of the contracted design. Our construction management staff is well versed in review and

analysis of Critical Path Method (CPM) schedules and Time Impact Analysis (TIA) submittals, and preparing recommendations and presentations on CPM and TIA issues, including utilizing the latest Primavera and Microsoft Project Software.

In addition to our scheduled analysis, Willdan will provide the City with weekly and monthly reports listing any potential claims and their impact to the project.



Section D – Firm Qualifications

D1 – Firm Profile

Willdan Group, Inc. (WGI) is a full-service, national, multi-disciplinary corporation based in Anaheim, with satellite offices throughout California, the Southwest and East Coast and specializes in consulting engineering and planning services for governmental agencies. We have supported the implementation of community visions through planning, engineering, construction management, building and safety, and staff augmentation for nearly 50 years. Since its establishment in 1964, Willdan has expanded in size, location, and service capabilities. Today, the firm provides a full range of engineering and planning services. Willdan provides civil, special district, and structural engineering; planning; financial and economic consulting; geology and geotechnical engineering; environmental health and safety; homeland security; and energy efficiency solutions services.

Our staff of professional and technical experts includes specialists in:

- | | |
|--------------------------------------------------------------|-------------------------------|
| ✓ Municipal Engineering and Management | ✓ Traffic and Transportation |
| ✓ Highway and Freeway Engineering | ✓ Water and Wastewater |
| ✓ Building and Safety Services | ✓ Urban and Regional Planning |
| ✓ Environmental Planning Geotechnical/Geological Engineering | ✓ Drainage and Flood Control |
| ✓ Growth Management Planning | ✓ Structural Engineering |
| ✓ Assessment Engineering | ✓ Surveying |
| ✓ Computer Aided Analysis and Design | ✓ Landscape Architecture |

Willdan Engineering (Willdan), a California Corporation and subsidiary of WGI, specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

Willdan's understanding of public agency needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, Willdan has had numerous assignments with over 60% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge and resources, Willdan is able to offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

The contact for this proposal will be

Mr. Chris Baca
Deputy Director of Construction
Management and Inspection Services
650 E. Hospitality Lane, Suite 250
San Bernardino, CA 92408
(909) 386-0200 / ktaylor@willdan.com

D2 – Authority to Bind

The following is the list of Willdan's Principal Officers.

Willdan Group, Inc.

Executive Officers

Win S. Westfall	Chairman, Board of Directors
Thomas D. Brisbin	President, Chief Executive Officer
Kimberly Gant	Senior Vice President, Chief Financial Officer, Treasurer
Daniel Chow	President and Chief Executive Officer of Willdan Engineering

Corporate Officers

Marc Tipermas	President, National Programs
Delmar L. Conrad	Vice President, Financial Reporting and Compliance, Assistant Secretary
Roy L. Gill	Vice President, Controller, Secretary
James A. Jordan	Vice President, Information Technology
Crescent Wells	Vice President, Marketing Operations

**Willdan Engineering**

Daniel T. Chow	President, Chief Executive Officer
Kimberly D. Gant	Senior Vice President - Chief Financial Officer, Treasurer
Roy L. Gill	Vice President - Secretary
Delmar Conrad	Assistant Secretary
Kate Nguyen	Assistant Secretary
David L. Hunt	Senior Vice President - Director of Operations
William C. Pagett	Senior Vice President - Director of City Engineering
Thomas Broz	Senior Vice President
Grant I. Anderson	Vice President - Principal Project Manager
Thomas Brisbin	Board Director – Willdan Engineering

The following person has the authority to bind Willdan in a contractual agreement with the City of Rialto.

Mr. Daniel Chow
President
650 E. Hospitality Lane, Suite 250
San Bernardino, CA 92408
(909) 386-0200 / dchow@willdan.com

D3 – Relevant Project Experience

Willdan Engineering has been providing on-call construction engineering services to municipalities throughout Southern California for the past 50 years and has extensive experience in the issuance and tracking of permitted projects.

As requested in the City's Request for Proposals, Willdan is providing information concerning our current “on-call” construction management and inspection services for municipal governments.

Current on-call contracts:

- County of Riverside
- Morongo Indian Reservation
- City of Highland
- City of Ridgecrest
- City of Murrieta
- City of Santa Monica
- City of Long Beach
- City of Irvine
- City of Paramount

- City of La Puente
- City of Grand Terrace
- City of Elk Grove

D4 – Subconsultant Firm Profile

Willdan is a full service company and will not be utilizing subconsultants for this proposal.

D5 – Municipal Government Experience

As requested in the City's Request for Proposals, Willdan is providing information concerning our prior “on-call” construction management and inspection services for municipal governments.

Prior on-call Contracts:

- City of Redlands
- City of Banning
- City of Beaumont
- City of Bell Gardens

D6 – Why Willdan?

Public agency capital improvement projects are the cornerstone of Willdan Engineering's business. Founded in 1964, we have provided professional engineering and construction services, including staff augmentation, to local agencies for over 49 years and, as a result, Willdan's staff understands the importance of agency, business, and public community goals associated with public works projects.

Throughout our nearly 50-year history, Willdan has sustained a consistent healthy financial performance. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost effective, innovative engineering solutions that exceed our client's expectations; and, for giving our client's exceptional customer service.

Over the past five years, our firm has adjusted our workforce due to the state's economic conditions but, in spite of the economic difficulties in the engineering industry, in 2011, **our firm was ranked 149th of the Top 500 Engineering Firms in the Country**, as reported by Engineering News Record.

Our firm has the financial strength, wherewithal, resources, and appropriate staffing to perform and complete all contractual project obligations for the



County of Stanislaus. There are no pending conditions that would impede Willdan's ability to complete assignments under this contract.

Our firm is keenly aware of the City's needs and expectations in undertaking the types of projects expected under this construction management services contract. We also understand the unique aspect of working on an on-call basis contract. Success in working with this type of contract is dependent on understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments.
- In some cases, flexible services assignments will be used to complete project tasks already started by agency staff. The need to understand the work-to-date and coordinate completion activities is important.
- Assignment of specific Willdan staff selected by the client may be requested. Availability of our staff to the work assignment as it develops is often critical to moving that project forward.
- The need for a consistent, organized project management approach due to the potentially large numbers of projects that may be in process.
- Special attention to quality assurance and quality control is particularly important. Shorter projects may not have the numerous interim review steps often associated with a project-specific contract.
- Project assignments can be relatively small therefore efficient use of resources is critical.

Willdan has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, and construction management and inspection services.

We are one of the few firms to notably move up on the Engineering News Record list of the Top 500 Engineering firms during these difficult economic times: **from 177th in 2010 to 149th in 2011.**

This achievement is due, in part, to our outstanding service record reputation attracting new clients, as well as repeat contracts from long-standing clients.

In summary, Willdan is qualified to perform the work associated with the City's on-call program for the following reasons:

- ✓ Willdan has been providing California public agencies with professional engineering and construction services for almost 50 years. Our proposed team members understand the protocols and practices; there is no learning curve.

- ✓ Our ability to provide customer service and function as part of the County's management team, in terms of formulating and

implementing short- and long-range capital improvement plans, programs, and projects that enhance the County's desired image and infrastructure.

- ✓ Our demonstrated experience in the planning, design, inspection, and administration of projects under various federal, state, and local programs, including Community Development Block Grant (CDBG), Transportation Enhancement Act (TEA), local transportation measures, Office of Traffic Safety (OTS), Hazard Elimination Safety (HES), HBR, ARRA, etc.

- ✓ Our experience in implementing the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and the Americans with Disabilities Act (ADA).

Willdan's comprehensive program and construction management services take projects from inception to completion. Our staff has expertise in all areas of program, project, and construction management; construction administration; inspection; labor compliance; and community relations. We emphasize strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and



external resources. We provide these services for horizontal and vertical construction.

Our professionals' experience and reputation for providing reliable service, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity are foremost in the program and construction management industry. Our staff possesses professional registrations and/or certifications in civil, structural, and geotechnical engineering and serves as building, public works, and deputy inspectors.

State and Federal Procedures

Effective Construction Management is dependent on a thorough knowledge of the entire process of developing the project. With numerous completed projects and more than a dozen in progress, Willdan has assisted cities at various stages of state- and federal-funded projects – from initiating request to final invoicing. Although each program may encompass different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedures Manual (LAPM). Our staff stays apprised of revisions to procedures and forms in the LAPM through Local Programs Procedures (LPPs) and Division of Local Assistance Office Bulletins (DLA-OBs). Willdan's staff maintains productive working relationships with Caltrans' District Local Assistance staff. Willdan has assisted cities at various project stages of FTIP programming:

- Request for authorization to proceed with preliminary engineering
- Request for environmental approval
- Right-of-way certification
- Request for authorization to proceed with construction
- Award submittal
- Progress invoice
- Final report of expenditures

Samples of Federal documentation Willdan has completed include:

- Field review
- Request for authorization and data sheets
- Finance letters
- Preliminary environmental study (PES)
- Right-of-way certification
- Local programs agreement checklist
- Detail estimate and summary
- Plan, specification, and estimate certification
- Resident engineer's construction contract administration checklist
- Local agency contract award checklist
- Federal report of expenditures letter and checklist
- Materials certificate
- Local agency final inspection form.



Cost Proposal

Per the City of Rialto's Request for Proposals, Willdan has provided our cost proposal under separate cover.



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Appendix A

Resumes



Thomas A. Broz, PE, SE, FASCE

Project Role: Principal-in-Charge

Education

- MS, Structural Engineering, University of Illinois
- BS, Civil Engineer, University of Notre Dame

Registration

- Civil Engineer, California, No. 24581

- Structural Engineer, California, No.2202
- Civil Engineer, Illinois, Indiana, Iowa, Minnesota
- General Contractor, California, Arizona and Nevada

Mr. Thomas A. Broz has over 39 years of diversified engineering and construction management experience progressing from direct design to management of design, procurement and construction of major projects. This experience has included the management of project, business development, and functional department activities with the emphasis on the design/build project delivery method. Mr. Broz's experience has included both vertical and horizontal construction and technical engineering disciplines. Mr. Broz is the Director of Program and Construction Management Services for Willdan. He oversees all projects for which Willdan is providing program and construction management services. These services range from either complete "cradle-to-grave" services including initial project planning, management of design and construction management services, or individual project phase services as desired by the client.

Capital Improvement Project Experience

Orange Line Extension, Metropolitan Transportation Authority (MTA), Los Angeles, CA. Quality Assurance Manager. Responsible for providing professional engineering design for design/build of the MOL extension from the Chatsworth Station to Canoga Station in the San Fernando Valley along Canoga Avenue. Willdan is preparing plans, specifications and estimate for street widening, raised landscaped medians, irrigation system, ADA access curb ramps, bicycle paths, park-and-ride and parking lot facilities, traffic signal modifications, communication conduits, and signing and striping. In addition, three stations will be constructed or reconstructed.

City of Los Angeles, Various Construction Projects, Los Angeles, CA. Providing construction management support services for: Fletcher Drive Bridge seismic strengthening over Los Angeles River; Overland Avenue Bridge widening over Santa Monica (I-10) Freeway; North Main Street Bridge seismic strengthening over the Los Angeles River.

Orange County Fire Authority, Various Fire Station Improvements, Orange County, CA. Provided program and construction management services for design/build seismic upgrades for renovations of 20 fire stations.

City of Placentia, Civic Building Renovations, Placentia, CA. Provided program management services for the design/build renovations and seismic upgrades to the City Hall, the City Library, the City

Garage and two City fire stations (OCFA Fire Stations 34 and 35) (essential services facilities).

City of Riverside, Tequesquite Landfill Gas Extration and Treatment Facility Improvements, Riverside, CA. Provided program management services for design and construction of a sound enclosure building for the facility.

City of Upland, Emergency Operations Facility, Upland, CA. Provided program management services for design/build of the conversion of the City's old city hall into a new state-of-the-art emergency operations center (essential services facility). This conversion entailed seismic retrofits and architectural renovations while preserving the historic fabric of this historic art-deco city hall. He was also involved in design and construction of seismic retrofits and architectural restorations of the City's fire station constructed in 1919.

County of Orange, County Law Library Renovation, Orange County, CA. Provided program management services for design and construction of a major addition to and renovation of the law library.

City of Covina, Heritage Park Renovation, Covina, CA. Provided design and construction management for renovation of the downtown one-acre park.

City of Tustin, Citrus Ranch Park, Tustin, CA. Provided construction management services for construction of the 17-acre Citrus Ranch Park.



Christopher D. Baca, RCI

Project Role: Quality Assurance / Quality Control Manager

Education

- BS, Public Administration, California State University, Fullerton
- Public Works Inspection, California State University, Los Angeles Extension
- Asphalt Paving; Contract Administration and Change Orders for Federally Funded Projects Seminars

- Inspection Principles; Public Contact; Slurry Seal; and Traffic Signal Inspection and Design Seminars

Registration

- California, Division IV, Public Works, RCI No. 4161
- California, Division I, Engineering, RCI No. 5161

Mr. Christopher D. Baca is responsible for directing and monitoring public works inspection services, and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. In addition to his experience with Community Development Block Grant (CDBG) funded projects, Mr. Baca is also familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Program Manual. During his 24 years of experience with Willdan, Mr. Baca has served as a senior public works inspector, as well as a permit inspector in the Cities of Bell Gardens, Paramount, and Rosemead. Mr. Baca also interfaces with Caltrans on a regular basis.

Capital Improvement Project Experience

9th Street Project, City of Highland, CA. Project Manager. Responsible for providing construction management and construction inspection for the removal and replacement of damaged asphalt, repair of existing concrete improvements, asphalt overlay and slurry seal installation. Chris tracked quantities, provided claims mitigation, responded to RFI's, track submittals, and maintained the construction file.

Third Street Improvement, City of Calimesa, CA. Project Manager. Responsible for providing professional construction engineering and funding administration for this ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalk and curbs, planting of street trees, and other appurtenant work.

SR2S, City of Redlands, CA. Responsible for construction engineering services for this Safe Routes to School (SR2S) Grant project. The project involved the design of street improvement plans, including structural street sections, ADA compliant ramps, sidewalks, signing and striping at 14 school sites.

Roger's Lane Street Improvement, City of Highland, CA. Responsible for construction management of this project that included infill asphalt paving, curb and gutter, new sidewalks, driveway relocations, adjustment of existing mailboxes, utility relocation and adjustment, crack filling, slurry seal, and other appurtenant work. Chris provided construction management, material testing, survey and

public works inspection for the project.

Public Works On-Call Services, County of Riverside, CA. Project Manager. Responsible for providing on-call public works inspection for subdivisions and capital improvement projects throughout the County of Riverside. Chris will be responsible to check grade; installation of curb, gutter and sidewalk, asphalt overlays and other appurtenant work.

Dillon Road Widening, City of Coachella, CA. Responsible for providing project management and inspection services and oversight of the materials testing for the complete removal and replacement of the existing roadway; construction of fully landscaped medians; installation of new safety lighting, and other appurtenant work.

Dillon Road Grade Separation, City of Coachella, CA. Responsible for providing project management and inspection services for the construction of a new bridge at Dillon Road and the existing UPRR tracks. The new structure carries Dillon Road traffic over Indio Boulevard and the UPRR's two existing tracks by means of a reinforced concrete bridge. In addition, the project involves the following specific items of work: new traffic signals, construction of approach fills for the new bridge, installation of new curbs and gutters, installation of new signing, construction of new drainage facilities, and other appurtenant work. It is anticipated to take approximately 14 months and \$22 million dollars to construct the new bridge.



Loren Clifton, PE

Project Role: Construction Manager

Education

- BS, Civil Engineering, California State University, Chico
- Training in Caltrans state and Federal Regional Infrastructure Funding, Caltrans Project Engineer, Resident Engineer and Materials Engineering Academy;

Registration

- Registered Civil Engineer, California No. 52167; General Contractor, California No. B-452908; EPA Stormwater Pollution Prevention Program Certification

Mr. Clifton has over 27 years of experience in design, construction, and administration of state and local infrastructure that includes transportation, water resources and supply, sanitation, and flood control and drainage project. He has several years of employment with government and regulatory agencies and as a consultant with engineering firms in a multi-disciplinary and regulatory environment on large-funded, complex public works projects. Mr. Clifton has considerable expertise in project management and contract administration – providing direction, organization, and project oversight.

Mr. Clifton is a former County Public Works Director and City Deputy Public Works Director. His experience includes administrative oversight of road departments, airports, transit systems, solid waste, flood control, city water/wastewater facilities and community services areas, as well as oversight of a support staff in engineering, accounting, and office administration. His department budgets were principally funded with federal and state transportation and gas tax monies, as well as other government funding programs requiring he exercise diligence in monitoring and reviewing department operation costs. As County Road Commissioner, he was the executive officer for the County Transportation Planning Commission. His responsibilities included maintaining an effective inter-agency relationship with Caltrans Local Assistance for allocation of STIP, RTIP, and other transportation grant funding programs. As Public Works Director, Mr. Clifton guided staff in completing capital improvement projects funded with Proposition 1B and federal ARRA funds.

Capital Improvement Project Experience

City of Ukiah, CA. Deputy Director of Public Works, Water and Sewer. Mr. Clifton oversaw a 22-member staff responsible for the operations and maintenance of the City's water and wastewater treatment facilities, water storage distribution network, and sewer collection system.

County of Inyo, CA. Interim Deputy Director of Public Works. Mr. Clifton supervised County building and facility maintenance, engineering, and building inspection services. His duties included administrative oversight of County airports, operations and billing services for County-owned community water systems in unincorporated areas, and County sewer CSD.

County of Colusa, CA. Director of Public Works. Mr. Clifton served as department head with oversight of the \$5.5 million annual budget and 43 department personnel managing the Road Department, Engineering Division, Solid Waste Division, and the County Transit System.

Caltrans District 3, Marysville, CA. Transportation Engineer. Mr. Clifton performed duties in design and construction services for bridge replacement, highway realignment, and road surface overlays. He worked in regional construction support as resident engineer with field oversight of construction projects and as office

engineer reviewing and processing change orders and bid inquiries. Notable projects include:

- Highway 36, resurfacing project (\$14 million). Prepared plans and specifications for 37 miles of overlay and drainage improvements. Special design considerations and logistic requirements for remote complex construction staging and traffic planning. Received DOT peer recognition for successful project delivery.
- Highway 101, Rock Creek Bridge Replacement (\$12.6 million). Resident engineer for replacement of 120-meter curvilinear bridge along old bridge alignment. Numerous environmental controls were required for protecting endangered species, in addition to extensive wet-weather monitoring and pollution controls.
- Highway 20 Utilities in right-of-way, Highway 65 Blue Oaks interchange, Highway 50 Latrobe Road off-ramp. Responsible for construction oversight of local agency projects in the state right-of-way. Projects under simultaneous construction required diligence to respond to the needs of the local agencies while regulating their activities in the state right-of-way.



Michael D. Bustos, PE

Project Role: Construction Management/Resident Engineer

Education

- BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo

Registration

- Civil Engineer, California No. 73173

Mr. Bustos is responsible for analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements, and grading. Mr. Bustos has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, water resources planning, and plan checking during his ten years with the Willdan team.

Capital Improvement Project Experience

Lindero Canyon Road 2009 ARRA Citywide Arterial Street, City of Westlake Village, CA. Mr. Bustos provided construction management and administration services for this federally-funded project for the City of Westlake Village including submittal review, change order negotiations and preparation, progress payment review and processing, field coordination, scheduling, and ARRA reporting. He was responsible for maintaining the proper construction files, per the Caltrans Local Assistance Procedures Manual (LAPM), for the project audit conducted by Caltrans and FHWA. The project included PCC median improvements and placement of approximately 2,100 tons of ARHM-GG-C overlay on Lindero Canyon Road between Thousand Oaks Boulevard and Via Colinas.

Annual Street Resurfacing FY 2010-2011 Program, City of Westlake Village, CA. Mr. Bustos prepared plans, specifications, and estimate for and will serve as Construction Manager for this City project, scheduled to begin construction in May 2011. Proposed street resurfacing work includes patch repairs, slurry seal, and striping on Lakeview Canyon Road, Watergate Road, and Russell Ranch Road. Mr. Bustos is will be responsible for coordinating inspection and materials testing, contract administration, including processing of change orders, submittals, RFIs, and progress payments, and maintaining the project schedule.

Pavement Management System, City of Calabasas, CA. Mr. Bustos performed evaluations on pavement conditions throughout the City of Calabasas. Each street was inspected and rated on its condition. The data gathered was then applied to a computer software program to determine the most cost effective pavement rehabilitation schedule.

Lompoc Aquatic Center, City of Lompoc, CA. Mr. Bustos assisted with construction management services for the construction of Lompoc's \$13.3 million Aquatic Center. As site engineer, he provided on-site inspection services and coordination among the Project's three prime contractors for the full 18-month construction duration. Willdan's construction management scope of services included coordination of inspection and scheduling for all phases of construction from site grading to utility installations to building and pool construction. Willdan reviewed, negotiated, and processed all contractor change orders and progress payments during construction. Mr. Bustos was thoroughly involved in the submittal and RFI process.

Camp Conrad Chinnock Water and Sewer Improvements, Diabetic Youth Services, Inc., Ca. Engineer-of-Record and Construction Manager. Responsible for construction oversight and management to ensure construction complied with plans designed to bring the Camp facilities into full compliance with current Uniform Plumbing Code requirements. The campground is in a heavily wooded area on U.S. Forest Service leased land off of Highway 38 in the San Bernardino Mountains. The water improvements included installation of approximately 600 linear feet of 4-inch PVC water pipe and new service connections to the camp's cabins. Sewer improvements included abandonment of all existing sewer pipe and septic tanks, installation of approximately 2,200 linear feet of 6-inch PVC sewer pipe, a new 10,000 gallon concrete septic tank, new sewer service laterals, and expansion of the Camp's existing leach fields. Agency approvals were required by San Bernardino County Building & Safety and Environmental Health Departments, U.S. Forest Service and Santa Ana Regional Water Quality Control Board.



Joint Cities Pavement Rehabilitation Program, City of Westlake Village, CA. Mr. Bustos provides construction management services to the Cities of Westlake Village and Agoura Hills for their annual pavement rehabilitation program. From 2008 to 2010, the two cities combined their annual paving projects to realize a cost savings due to economy of scale. Mr. Bustos has been responsible for managing the cities' Contractor activities and providing contract administration; including submittals, RFIs, change orders, and progress payments.

CI 4202 Street Rehabilitation, City of Thousand Oaks, CA. Construction Manager. Responsible for overall construction oversight of this \$3.2 million project, which included providing construction management, inspection and materials testing, public outreach, and contract administration services to the City of Thousand Oaks. The project was funded in part by federal funds, through the STPL program, and the scope of work also included administration of the federal funding process to assist the City in securing the funds, ensure federal compliance during construction, and invoice Caltrans for reimbursement. All construction management and contract administration services complied with requirements of the Local Assistance Procedures Manual.

The project included removal and replacement of failed AC pavement, full width grinding and ARHM Overlay to depth of 2-inch on Thousand Oaks Blvd.; grinding, cold-in-place recycling, AC Overlay and ARHM Overlay on Lawrence Drive and Teller Road; and miscellaneous PCC work for replacement of damage segments of curb and gutter, cross gutters, driveways, and installation of handicap ramps for ADA compliance. Paving operations included placement of 11,500 tons of ARHM, 4,500 tons of AC, and 26,500 square yards of cold-in-place recycling. The project was completed in advance of the 2011 Amgen Tour de California Bike Race, which routed cyclists through the project area on Thousand Oaks Boulevard. The finish line for the race was located in the middle of the project limits on Thousand Oaks Boulevard – making it critical that paving and all related work be completed on schedule.



Steven M. Velasco, CBI, CESSWI, QSP

Project Role: Construction Management/Resident Engineer

Education

- B.S. Botany, California State Long Beach

Registration

- ICC Building Inspector
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- Qualified SWPPP Practitioner (QSP)
- Radiation Safety Officer
- Licensed Nuclear Gauge Operator
- Confined Space Regulations - Cal/OSHA Title 8
- GISO 5157, 5158, and 5159
- Licensed C-27 Contractor, California
- SureTrack Project Manager
- Primavera Expedition 10.x

Mr. Velasco brings over 25 years of experience as a Project Manager and Construction Manager on public works inspection, contract administration, and construction management projects. He has managed a variety of projects from pavement rehabilitation to sports parks. Mr. Velasco is an ICC Certified Building Inspector, CESSWI Certified Erosion, Sediment and Storm Water Inspector, QSP and licensed landscape contractor. He also brings the added expertise of an additional 12 years working in the wholesale landscape nursery industry supplying plant material throughout the southwestern United States. Mr. Velasco has served as the key management individual for all job quality control, client relations, and staff administration.

Capital Improvement Project Experience

City of Rialto Pepper Avenue Extension, Rialto, CA.

Contract Project Manager, QSP and Public Works Inspector. This project extended Pepper Avenue ½ mile crossing the Lytle Creek drainage endangered species habitat to CA 210. Mr. Velasco worked closely with the Biological Monitoring firm to satisfy conditions of the CDFG and Army Corp of Engineers permits as well as the Caltrans permit. Approximately 100,000 cubic yards of import soil, four 10' by 10' reinforced box culverts and a Verdura Wall were used to span the drainage area. The project included 2814 feet of curb, gutter, sidewalk, AC paving parkway landscaping and irrigation as well as a new water line, sewer line, SCE conduits and street lighting. This project was the result of 12 years of planning and design with an overall \$15 million budget and a construction cost of \$7 million.

Heil-Harbor Sewer Project, City of Garden Grove, CA.

Construction Manager of a \$1.3 million sewer upgrade project that included the following:

- Replace 139 feet of existing 12-inch diameter sewer with a new 15-inch diameter VCP sewer with three new 48-inch manholes.
- Extend a new 12-inch diameter for 2,343 feet with ten new 48-inch manholes.

- Jack and bore 133 feet of 24-inch diameter steel casing and install 12-inch diameter non-bell VCP across Harbor Boulevard.
- Construct a new 533 foot VCP sewer and five new manholes on Harbor Boulevard with a new lateral connection with a manhole.
- Reconstruct 164 feet of 24-inch cement lined and coated steel reclaimed water pipe and 30 feet of 8-inch cement lined and coated steel water main with two gate valves.
- Abandon 2,100 feet of existing 6-inch sewer force main.

Mr. Velasco was responsible for processing RFI's and submittals, maintaining project files and logs, reviewing progress payments, managing the on-site inspector, coordination of soils testing and survey, conducting weekly construction meeting and the production of meeting minutes and agendas, cost monitoring and control and project closeout.

Downtown Fire Station No. 60 and Senior Center Relocation, City of San Clemente, CA.

Construction Manager for the construction of a new \$4 million 7,851 square-foot two story Fire Station facility and 7,963 square foot one-story Senior Center constructed within a single building. The living quarters for the Fire



Station are located above the Senior Center. The shared facilities are located on an approximately 0.75 acre lot located in Downtown San Clemente, California. The Fire Station facility will include a 2,857 square foot apparatus bay; 6 crew dorm rooms; 3 bathrooms, 1 ADA restroom; dayroom; exercise room; kitchen and dining areas; office space; storage, lockers, utility and communication closets; and other Fire Station-related improvements. The Senior Center includes a 2,859 square foot meeting room; men's and women's restrooms; lounge and library rooms; fitness room; office space; warming kitchen and storage; and other Senior Center related improvements. The structure is wood-frame construction with a stucco exterior and tile roof Spanish-styled building. The apparatus bay and some other structural elements will be steel framed. Site improvements include parking areas, perimeter fencing and landscape materials. Although the project did not formally pursue LEED certification, the project is designed and specified to include many sustainable features including indoor air quality, controllability of air and lighting systems, water conserving fixtures, and materials from recycled and regional sources. As Construction Manager Mr. Velasco was responsible for the management of RFI's; oversight of construction activities; daily inspections; conducting weekly progress meeting, agendas and minutes; assist in change order management and claims avoidance; cost monitoring and control; coordination of deputy inspection, materials testing and geotechnical inspections; schedule monitoring and control and project closeout management.

Sepulveda Boulevard Widening Project, City of Culver City, CA. Construction Manager for a \$4 million project to widen approximately one mile of Sepulveda Boulevard from Jefferson/Playa to Green Valley Circle. This project consisted of the removal of asphalt and PCC pavement; construction of new PCC pavement; removal and replacement of curb and gutter, sidewalk, driveways, cross gutter, curb ramps, construction of landscaped median island and irrigation; traffic signal modifications; street lighting; signing and striping. A portion of Sepulveda Boulevard passed under State Highway 90 requiring coordination with the Caltrans Permit Engineer. Sepulveda Boulevard contained a large number of slurry encased utilities requiring coordination with the Gas Company, Edison, Exxon-Mobil Oil, Verizon, LADWP Water, Golden State Water District, AT&T and Time Warner. This construction of this project and being located adjacent to the Culver City Westfield Mall resulted in a significant impact to the traveling public. Traffic control was a major factor

as well as coordination with the mall and transportation agencies. Mr. Velasco was responsible for the contract administration, project records including processing and logging all RFI's, submittals, correspondence, progress payments, change order requests, time and materials tickets, prepare minutes and agendas and conduct the weekly progress meetings, respond to hot line calls from the public, maintain inspector daily report files and all other construction management duties.

Fountain Valley Recreation Center Master Plan Expansion, City of Fountain Valley, CA. Construction Manager for the \$18 million rehabilitation and expansion of a 78 acre sports facility. The construction consists of new roadways and six parking lots; storm drain; sewer; potable and reclaimed water systems; a new maintenance building and yard; two new concession and rest room buildings; mass grading; concrete curbing, sidewalk, handicap ramps, median islands, curb and gutter, bleachers and assembly areas; ball field fencing; underground electrical and fiber optic systems; a decomposed granite trail system, landscaping and irrigation. The new facility provides the community with 14 youth and adult ball fields, 4 soccer fields a utility field, tennis facilities, outdoor basketball, outdoor entertainment areas, indoor basketball and racquetball facilities, picnicking areas throughout the park and miles of natural and concrete walking and jogging paths. The new sports complex and park will be able to accommodate thousands of users at one time.

Street Rehabilitation of Yorba Linda Boulevard, City of Yorba Linda, CA. Construction Manager for the rehabilitation project consisting of the removal and replacement of existing handicap ramps, cold mill grinding, dig outs, AHRM overlay and restoration of traffic detector loops, signage and striping. Responsible for inspection supervision, contract administration and document control. Maintain project files; log and process RFI's, submittals, verify and process progress payments, maintain logs and file of all project communication, negotiate and prepare change orders. Conduct meetings, act as the main point of contact between the City, contractor, and design engineer, and responded to resident complaints and inquiries.

Interim Public Works Superintendent, City of Lake Forest, CA. Manage public works contracts for maintenance of City landscaped right-of-way areas, parks, roadways and other City infrastructure, act as Project Manager on City CIP contracts during design



and construction phases, responsible for maintenance and construction budgets, contractor and consultant contract administration and coordination for construction management and inspection.

OC9 Water Line Phase II, City of Huntington Beach, CA. Assistant Construction Manager. Assist Construction Manager in document control management. Process and record submittals, RFI's, communication logs, meeting minutes and all related project documentation. This \$4.1 million project consists of the installation of approximately 13,000 linear feet of 20 and 24-inch ductile iron pipe and appurtenances.

Recreation Center Master Plan Expansion, City of Fountain Valley, CA. Project/Program Manager for the \$10 million expansion of a recreation center for the City of Fountain Valley. The project involves the expansion of the facility that is currently 55 acres to 78 acres and adding soccer and baseball fields, a skateboard park, rest room and concession facilities, nature trail, additional parking and access roads.

On-Call Construction Inspection Services, City of Tustin, CA. Project Manager. Provided on-call inspection of various types of Public Works construction projects throughout the City. These projects encompassed a wide variety of Public Works construction such as: water main construction; asphalt paving and pavement rehabilitation utilizing rubber latex additives; AHRM and slurry seal; concrete construction of sidewalk, curb and gutter cross-gutters, spandrels, bus pads and alley sections; catch basins, storm drain structures, sewers and underground utilities; traffic signal and highway electrical, traffic signal and lighting pole foundations.

FY 2000-01 Slurry Seal and Street Resurfacing, City of Lake Forest, CA. Construction Manager for the FY 2000-01 Street Resurfacing projects that were part of the City's annual street maintenance program. Project elements included crack sealing and base repairs, asphalt concrete overlays, slurry seals, adjusting surface utilities to grade, replacement of traffic loops, re-striping and reestablishing City survey control points.

Community Center and Sports Park, City of Laguna Hills, CA. Assistant Construction Manager. This \$26 million project consisted of two lighted baseball fields, two soccer fields, skateboard park, roller hockey ring, several themes areas, and a 60,000 square foot community center building. Mr. Velasco was

responsible for overall project development costs and budget tracking, advisor on landscape and irrigation related issues, office administration and development in the use and application of Expedition and document control systems, developed meeting agendas and produced minutes for weekly construction meetings for the site and building projects, maintained the filing of all project documents, prepared transmittals, and distributed letters, submittals, communications, RFI's drawings, etc.

City of Santa Clarita, CA. Construction Manager for a \$5 million citywide infrastructure project to repair and rehabilitate major arterials and residential streets, sidewalks, driveways, curb and gutter, cross gutters, spandrels and handicap access ramps. This project consisted of 4 years of rehabilitation projects that were deferred into one project.

State Route 76, San Diego Association of Governments (SANDAG). Assistant Project Manager. This \$39 million, three-phase project consisted of a six-mile realignment and widening to a four-lane divided expressway and conventional freeway with seven bridges, numerous sound walls and related structures erosion control and SWPP enforcement. In addition, this was one of the most environmentally sensitive projects presented in Caltrans District 11 involving environmental, paleontological, and archeological concerns. Mr. Velasco administered inspection, testing, and office engineering services.

Citywide Public Works CIP and Development Projects, City of Mission Viejo, CA. Project Manager. Mr. Velasco maintained a staff of four to six inspectors and contract administrators managing the quality assurance of all new construction and rehabilitation of city infrastructure and recreational facilities.

Citywide Public Works CIP and Development Projects, City of Yorba Linda, CA. Project Manager. Mr. Velasco managed the on-call public works inspection and on-going landscape maintenance inspection. The inspection staff provided quality assurance and quality control for new construction and rehabilitation on infrastructure, park, and sport facility projects throughout the City.

Citywide Public Works CIP and Development Projects, City of Lake Elsinore, CA. Project Manager, Public Works Inspection. Mr. Velasco provided staff for inspection of new construction, CIP, development and encroachment permits throughout the City.



Jason Brown, RCI

Project Role: Construction Management/Resident Engineer

Education

- Public Works Inspection, Fullerton Community College

Registration

- Construction Inspector, California No. 5510

Mr. Jason Brown serves as both a Construction Manager and Supervising Public Works Observer for Willdan; his duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTE and CDBG. During Mr. Brown's 20 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead.

Mr. Brown's previous experience includes concrete cutting and core drilling, landscape construction and maintenance, concrete finishing, and masonry construction.

Capital Improvement Project Experience

Bradford/Madison Street Improvement, City of Placentia, CA. Supervising Public Works Observer. This project involved providing professional construction engineering and funding administration for the Bradford/Madison Street Improvement Project. Willdan provided labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

Third Street Improvements, City of Calimesa, CA. Supervising Public Works Observer. This project involved providing professional construction engineering and funding administration for the Third Street Improvements Project. Willdan provided labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalk and curbs, planting of street trees, and other appurtenant work.

Towne Avenue Phase 2, (Lexington Avenue to Riverside Drive), City of Pomona, CA. Construction Manager. This project involved providing construction management and observation for the City's street improvement project. This project included minor concrete repairs, removal and replacement of existing asphalt, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

Street Resurfacing on Glendora Road, City of La Puente, CA. Construction Manager. This project involved providing construction management and observation for the City's street improvement project. This project included concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

Street Resurfacing on Hacienda Boulevard, City of La Puente, CA. Construction Manager. This project involved providing construction management and observation for the City's street improvement project. This project included concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

Street Resurfacing on Rosecrans Avenue, City of Paramount, CA. Construction Manager. This project provided construction management and observation for the City's street improvement project. This project included concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.



Street Resurfacing and Street Lighting Upgrades on California Avenue, City of South Gate, CA.

Construction Manager. This project provided construction management and observation for the City's street improvement project. This project included the installation of new streetlight conduit, conductors, service cabinets, luminaries, traffic signal modifications, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was a federally funded project.

Street Resurfacing on Paramount Boulevard, City of Pico Rivera, CA. Construction Manager. This project involved providing construction management and observation for the City's street improvement project. This project included traffic signal modifications, concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, an ambient vibration mitigation trench system, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was a federally funded project.

Construction Management for the Mission Boulevard/Highway 71 Bridge, City of Pomona, CA. Supervising Public Works Observer. Willdan provided construction management, public relations, labor compliance, and public works observation for the project. The project involved the construction of a new grade separation at Mission Boulevard and the 71 Highway.

Sepulveda Boulevard Widening, City of Culver City, CA. Constructability Review and Quality Control. This project involved project management, conceptual design, preparation of construction drawings and technical specifications for a major street widening on Sepulveda Boulevard from Playa Street/Jefferson Boulevard to Green Valley Circle. Sepulveda Boulevard is a major corridor with an average traffic count of 50,000 vehicles and parallels the 405 Freeway through Culver City. Sepulveda Boulevard is an alternative route taken by many commuters to access Los Angeles International Airport. This project was done to alleviate an existing bottle-neck and provided for a third southbound lane within the existing right-of-way. A portion of the project was within the City of Los Angeles and Caltrans. Willdan's services included civil and traffic engineering design, landscape architectural design, survey, pavement engineering, and utility coordination.

Huntington Drive and Santa Anita Avenue Overlay, City of Arcadia, CA. Supervising Public Works Observer. Willdan provided documentation, labor compliance, material testing, and public works observation services for the City's Santa Anita Avenue and Huntington Drive Overlay Projects. The projects involved the removal and replacement of a small section of Santa Anita Avenue; cold milling of the existing asphalt; reconstruction of damaged curbs and sidewalk; and installation of an ARHM overlay. Willdan monitored the contractor's payroll for conformance with applicable State and Federal laws, as well as, monitored the contractor's construction activities to ensure compliance with the City's design.

Sunset Boulevard Widening, City of Arcadia, CA. Supervising Public Works Observer. Willdan provided documentation, labor compliance, material testing, and public works observation services for the City's Santa Anita Overlay Project. The project involved the removal and replacement of a small section of Santa Anita Avenue; cold milling of the existing asphalt; reconstruction of damaged curbs and sidewalk; and installation of an ARHM overlay. Willdan monitored the contractor's payroll for conformance with applicable State and Federal laws, as well as, monitored the contractor's construction activities to ensure compliance with the City's design.

San Gabriel Boulevard Reconstruction, City of Rosemead, CA. Mr. Brown provided construction management services for the project. The project involved the removal and replacement of all sidewalk and drive approaches; installation of new electrical conduits and streetlights, parkway trees with irrigation, and ARHM overlay from Rush to Hellman. Total construction cost \$2 million.

STPL Santa Anita Avenue, City of Arcadia, CA. Supervising Public Works Observer. Willdan provided documentation, labor compliance, material testing, and public works observation services for the City's Santa Anita Avenue Overlay Project. This project involved the removal and replacement of a small section of Santa Anita Avenue; cold milling of the existing asphalt; reconstruction of damaged curbs and sidewalk; and installation of an ARHM overlay. Willdan will monitor the contractor's payroll for conformance with applicable State and Federal laws, as well as, monitoring of the contractor's activities to ensure compliance with the City's design.



Larry Brown

Project Role: Inspector

Education

- Post Certification and Continuing Education Program, San Bernardino Valley College

Registration

- AQMD PM-10 Certification
- Registered Construction Inspector No. 5181
- Concrete Paving, Slurry Seal and Traffic Signals Certification
- California State University, L.A., Public Works Certification
- Macco Trench Shoring Certification
- Toxler Nuclear Soils Testing Equipment

Mr. Larry Brown is responsible for construction administration and inspection of a wide range of public works improvement projects. His 28 years of field experience includes drainage facilities, railroad grade crossings, highway and landscape improvements, traffic signals and signing projects, and underground utility construction, as well as commercial and residential development projects. Many of these projects were federally funded by CDBG and ISTEA funding. Mr. Brown's construction administration duties includes: coordinating activities with contractors, utility companies, and other agencies; processing change orders, progress payments, and other construction documents; investigating citizen complaints, and resolving filed problems; and reviewing PS&E packages for compliance with city standards.

Capital Improvement Project Experience

City of Indio, On-Call Public Works Inspection Services

- Mr. Brown is the Supervising Public Works Inspector of this assignment which involves providing as-needed public works inspection services for various public works project throughout the City of Indio.

City of Coachella, Dillon Road Widening Project – Mr.

Brown provided project management and inspection services for the project. The project involved the complete removal and replacement of the existing roadway between the Dillon Road Cutoff and the 10 freeway; construction of fully landscaped medians; installation of new safety lighting, and other appurtenant work. Willdan provided full construction management, public works inspection, construction staking, and material testing services.

Morongo Band of Mission Indians, Seminole Trunk

Sewer Improvements – Mr. Brown was the Supervising Public Works Inspector of this project which involved providing public works inspection services for the Seminole Truck Sewer Line Project.

City of Highland, 9th Street Project. Mr. Brown was the Supervising Public Works Inspector of this project which involved providing construction management and construction inspection of the City of Highland's 9th Street Project. The project involved the removal and replacement of damaged asphalt, repair of existing concrete improvements, asphalt overlay and slurry seal installation. Willdan tracked quantities, provided claims mitigation, responded to RFI's, track submittals, and maintained the construction file.

City of Highland, Roger's Lane Street Improvement.

Mr. Brown was the Supervising Public Works Inspector of this project. The Roger's Lane Project included infill asphalt paving, curb and gutter, new sidewalks, driveway relocations, adjustment of existing mailboxes, utility relocation and adjustment, crack filling, slurry seal, and other appurtenant work. Willdan provided construction management, material testing, survey and public works inspection for the project.

City of Murrieta, Public Works Inspection.

Mr. Brown is the Supervising Public Works Inspector of this project which involves providing public works inspection for various projects throughout the City of Murrieta. The projects may involve asphalt pavement overlay, street reconstruction, sidewalk construction, curb and gutter installations, sanitary sewers, RCP storm drains, slurry seals, traffic signal modification and new installations, and other appurtenant work.

City of Banning, Reservoir Landscape Project.

Mr. Brown provided as-needed public works inspection and contract administration for the City's landscaping of two reservoirs. The existing landscaping was damaged by the recent Banning fires.

County of Riverside, Public Works On-Call Services.

Mr. Brown is the Supervising Public Works Inspector of this assignment which involves providing on-call public works inspection for subdivisions and capital improvement projects throughout the County of Riverside. Willdan will be responsible to check grade; installation of curb, gutter and sidewalk, asphalt overlays and other appurtenant work.



Tim Scheffer

Project Role: Inspector

Registration

- Class A Contractor

Mr. Tim Scheffer, Senior Public Works Inspector, has 29 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEA funding. Mr. Scheffer has knowledge in concrete improvements, trench excavations, pipe bedding, asphalt, base material, soils and means of compacting, heavy equipment and their safe operation, plans, specifications, local and government laws, contracts, and safety practices.

Capital Improvement Project Experience

City of Manhattan Beach, 2010-2011 Water Main Replacement. Mr. Scheffer was the Public Works Inspector of this project which involved providing public works Inspection services for the City's 2010-11 water line installation project. The project invoiced the installation of approximately 7,100 LF of 10"-8" ductile iron pipe.

City of Hawaiian Gardens, 221st Storm Drain Project. Mr. Scheffer provided construction administration and construction inspection services for the project. The project involved the installation of approximately 1,700 LF of RCP, construction of several catch basins and manholes installation of new flap-gate at the channel tie-in and other appurtenant work.

City of Maywood, Sewer Cleaning Project. Mr. Scheffer provided construction administration and construction inspection services for the project. The project involved the cleaning and video mapping of over 15,000 LF of sewer line.

City of Downey, Lakewood Boulevard Street Widening. Mr. Scheffer provided construction administration and inspection services for the project. The project consisted of installing 322 LF of 12" DIP potable water main, 123 LF of 8" DIP reclaimed water main, 19 LF of 24" RCP to new 28' catch basin, pedestrian lights along with traffic signals, utility relocations, removal of existing curb-gutter-sidewalk, new sidewalk with enhanced scoring and integral color-stamped handicap ramps, landscaping with controls, bus stop and asphalt paving, including a two-inch ARHM cap.

City of Maywood, Water Main Project. Mr. Scheffer provided construction administration and construction

inspection services for the project. The project involved the installation of over 2,500 LF of ductile iron pipe, water services, fire hydrants and other appurtenant work and complete street restoration.

Morongo Band of Indians, Sewer Treatment Plant.

Mr. Scheffer provided construction administration and inspection services for the project. The sewer treatment plant included a state of the art cannibalizing system, SBR digester, sludge ponds, percolation basins and other appurtenant work. In addition to the treatment plant, the project also includes the installation of over 25,000 LF of 16" VCP sewer and approximately 33,000 LF of 12"-16" Class 150 PVC water line.

Morongo Band of Indians, 1.6 Million Gallon Welded Steel Reservoir. Mr. Scheffer provided construction administration and inspection services for the project. The welded steel reservoir measures 96 feet in diameter and is 35 feet high. The project included 8" and 16" site piping, electrical and controls, drainage, grading, landscaping, and other site improvements. It also included 4,000 LF of 16" water transmission main.

La Canada Flintridge Sanitary Sewer District 3A and 3B. Mr. Scheffer provided construction administration and inspection services for the project. The project involved the installation of over 103,000 LF of 8" VCP sewer main and 39,000 LF of 6" PVC laterals, 1000 LF of 8" VCP, numerous areas of 30" steel jacking, over 570 manholes, over 66,000 tons of asphaltic concrete paving. The project included communication between the City, contractor and more than 1,200 residents on various issues.



Larry Butler

Project Role: Construction Inspector

Education

- Water Treatment, San Bernardino Valley College
- Basic Psychology for Supervisors, Elements of Supervision, Riverside City College
- Water Distribution Systems, Santa Ana College
- Material of Construction, Riverside City College
- Plane Surveying,
- Mt. San Jacinto College

Registration

- Water Distribution Operation Grade I, American Water Works Association
- Nuclear Density Gauge Operator Certificate, Radiation Safety and Use of Nuclear Soil Gauges
- Division I Engineer, American Construction Inspector Association
- Safety through Maintenance and Construction Zones, University of California Extension, Institute of Transportation Studies

Mr. Butler has 42 years of public works observation experience. He is experienced in inspecting curb, gutter, sidewalk, street lights, traffic signals, airport runways, taxiways and tie down area, landscaping, tree plants in right-of-way, road base subgrade AC paving, and grind and overlay paving.

Capital Improvement Project Experience

City of San Bernardino, CA. Inspector. Mr. Butler supervises construction and maintenance crew subordinates in the construction and maintenance of water distribution facilities. The work includes plan review, material and equipment requisition, pipe laying, backfill and compaction, bacterial samples of water lines. Construction of hydro generation stations including footings for building, placing of steel rebar and floor slabs, piping for hydro generators inside electrical wiring from generators to panels.

City of Redlands, CA. Principal Construction Inspector. Mr. Butler supervised the City's public works inspection personnel; performed field construction contract management, inspected workmanship and materials used in all types of public works construction projects; and ensured conformance with the plans, specifications, and departmental regulations. Mr. Butler has knowledge of basic soil mechanics and geology related to on-site grading for developmental projects, materials sampling and testing procedures, estimating, and payment procedures. He has knowledge of applicable laws, regulations, codes, departmental policies, traffic ordinances, and safety standards. He interacted with contractors, engineers, and property owners. Mr. Butler dealt with environmental issues, NPDES, SWPPPs, BMP, and WQMP with state and local agencies. Mr. Butler inspected curb, gutter, sidewalk, street lights, traffic signals, airport runways, taxiways and tie down area, landscaping, tree plants in right-of-way, road base subgrade AC paving, grind and overlays paving. He was

the inspector for dry utility, water sewer, storm drain, and non-potable water.

City of Riverside, CA. Construction Inspector. Mr. Butler provided inspection of public utility construction project, work involved inspecting workmanship and material involved in a variety of construction projects for conformance with plans, specification, and department regulation. Pipe sizes ranged from 40 to 54-inch pipe asbestos cement mortar-lined and coated, reinforced plastic pipe, cast iron (ductile). Field tested construction material, concrete sample slump cone method and kelly ball. Soil compaction, nuclear gauge, and sand cone. Pressure tested pipeline, chlorination of pipeline and bacterial sample. Mr. Butler provided public relation services with affected property owners. He was the resident inspector on tow concrete reservoir, one 5-million-gallon square, one 2-million-gallon round underground reservoir. Mr. Butler was responsible for inspecting daily work in progression grading, piping, forming, structure steel placing, pouring of concrete, elector wiring. He wrote progress payment on project, daily report of work in progress, as build plan and profile.

City of Riverside, CA. Assistance of Construction Superintendent. Assisted Superintendent in scheduling of crews of five, four to five men crews. Mr. Butler checked job sites, scheduled crews to start work. He field measured all jobs. He drafted up as-built drawings. Mr. Butler wrote material request for material needed on job, pipe, fittings and service material, valves, fire hydrant. He kept daily time on



each jobsite for each manned piece of equipment used. Mr. Butler scheduled two small, two-man crews for new meters and services.

Eastern Municipal Water District. Civil Engineer Aide. Mr. Butler drafted maps, records, plan and profile standard drawings. Mr. Butler performed customer service field location of water service, ownership through title search of County records.

Eastern Municipal Water District. Service Mechanic and Equipment Operator. Mr. Butler worked on service crew installation of water service, pipeline pumping and booster station. He was an equipment operator for backhoe, dozer, skip loader, dump truck and low bed truck.

Eastern Municipal Water District. Inspector, Water and Sewer. Mr. Butler performed inspection of 4- to 36-inch cement mortar-lined pipelines and coated sewer pipe and 4- to 16-inch vitrified clay pipe. He performed inspection of material and workmanship as to plan and specification of the Water District. He provided community outreach with the property owners.



D. Scott Gibson

Project Role: Inspector

Education

- Construction Technology, Riverside Community College

Certifications

- ACI Concrete Technician; Journeyman Electrician; Trenching and Excavation Competent Person; Confined Space Competent Person; SCAQMD PM-10

Mr. Dennis “Scott” Gibson, Senior Public Works Inspector, has over 22 years of public works construction experience in the following areas: concrete structures, steel structures, Underground Storage Tanks (UST), pipeline, electrical, excavation, grading, paving, and landscape.. Mr. Gibson has inspected, supervised, and coordinated a wide variety of projects such as the widening and construction of bridge structures, sound walls placement, and transportation structures throughout California. His duties involve the inspection of various types of projects such as bridge construction, bridge retrofits, pipeline, roadway improvements and traffic signals/lighting. Mr. Gibson provided public works inspection services for the City of Coachella’s Dillon Road Widening Project. The project involved the complete removal and replacement of the existing roadway between the Dillon Road Cutoff and the 10 freeway; construction of fully landscaped medians; installation of new safety lighting, and traffic signals at Harrison Place/Dillon Road.

Capital Improvement Project Experience

City of Coachella, Dillon Road Widening Improvements, Coachella, CA. Mr. Gibson provided construction management/inspection services for this project valued at in excess of \$4 million. The project involved the widening Dillon Road between the I-10 Freeway and the SR-86S Highway. Work involved the relocation of electrical transmission lines, roadway excavation/embankment, grading, paving, installation of 12-inch water main, traffic signals, and street lighting.

City of Coachella, Dillon Road Grade Separation, Coachella, CA. Mr. Gibson provided inspection services related to reinforcement and structural concrete installation for this \$22 million project to construct a bridge over the Union Pacific Railway and Grapefruit Boulevard. Willdan’s construction management team is providing overall management and inspection for this project.

City of Indio, Jackson Street Bridge Retrofit, Repair and Strengthening, Indio, CA. Mr. Gibson provided quality assurance, construction inspection and record keeping services to the City of Indio for the Jackson Street Bridge Retrofit project valued at \$400,000. The work involved inspecting structural concrete, structural steel, jacking of the bridge, traffic control, and repair of the damaged structure.

March Joint Powers Authority, Cactus Avenue Bridge Widening, Riverside County, CA. Mr. Gibson provided inspection and project administration services for the new bridge over the BNSF Railway. The new bridge is a box girder/post tensioned concrete structure. Willdan

is providing all inspection and record keeping services per the Caltrans Construction Manual and the Caltrans Bridge Construction Records and Procedures Manual.

City of Fontana, Public Works Inspections, Fontana, CA. As a City-employed Public Works Inspector, Mr. Gibson was responsible for inspection all work related to construction of housing tracts and commercial construction in the City’s right-of-way. Work included dry utilities, sewer, water, roadway and landscape improvements.

City of Pomona, Water Main Replacement, Pomona, CA. Mr. Gibson was the Public Works Inspector for the City’s water main project on White Avenue. The project involved the installation of over 8,000 lineal feet of 12-inch to 8-inch water main, hydrants, water services, and other appurtenant work. His duties include daily inspection of the work, labor compliance, and utility coordination.

Morongo Band of Mission Indians, Process Waste Water Force Main, Banning, CA. Mr. Gibson provided construction inspection and project management services to the Morongo Band of Mission Indians for the installation of a 5,300’ 8-inch HDPE force main from the Nestle Waters bottling facility to the Tribe’s wastewater treatment plant. The work involved inspecting the pipeline, trenching, HDPE butt fusion joints, lift station installation, and discharge structure. Key to completion of the project involved installing 400 feet of double-wall HDPE pipe through a jack and bore 30-inch casing under the I-10 Freeway near Cabazon.



Daniel Slayyeh, PE

Project Role: Inspector

Education

- M.S., Civil Engineering, California State University, Long Beach

Registration

- Professional Civil Engineer (California), Certificate #C48572

Mr. Daniel Slayyeh, PE, Senior Public Works Inspector, has 24 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEA funding.

Capital Improvement Project Experience

City of South Gate, State Street Improvements from Santa Ana Street to Tweedy Boulevard, 1.3 miles long. Mr. Slayyeh was the inspector for this concrete pavement rehabilitation project. State Street was built in 1929 and was in need of major rehabilitation and repair. The project improvements included the removal and replacement of concrete damaged pavement, spall repair, construct transverse and crack filling, diamond plane grinding, R/R PCC pavement, removed and replaced asphalt concrete pavement around railroad tracks, constructed curb and gutter, driveway approaches and sidewalks, adjusted manholes to grade, constructed wheelchair ramps, planted new trees, installed street lighting, converted the existing 5,000 volts series circuit to multiple, traffic signals loops and installed striping.

County of Los Angeles, Grand Avenue Realignment and Pedestrian Improvements. Mr. Slayyeh is the Resident Engineer for this major thoroughfare project in downtown Los Angeles on Grand Avenue between Temple Street and Second Street. Grand Avenue will be shifted eastward up to 25 feet to allow for wider sidewalks in front of the new Walt Disney Concert Hall. The project improvements include construction of new roadway, street lighting, traffic signals, retaining walls, widening Grand Avenue bridge and filling existing grates on the bridge, paved sidewalks, streetscape, landscape, a pedestrian bridge, and cantilever stairs. The project also included relocation of an existing DWP water line and catch basins. The project will significantly improve pedestrian access to the Music Center and the Disney Concert Hall. The project construction cost is estimated at \$14,000,000.

County of Los Angeles, Magic Mountain Parkway Reconstruction and Widening. Mr. Slayyeh provided construction management and resident engineer services. The project included widening Magic Mountain Parkway (State Route 126) from a two-lane

facility to a six-lane facility, between Tourney Road to 0.9 kilometer west of McBean Parkway. Additionally, the project involved the construction of a box culvert within the State right-of-way. The widening included a 4.2 meter wide striped median, six 3.6 meter wide travel lanes, 2.4 meter wide shoulders, construction of a chain link fence, retaining wall, guardrails, erosion control, and pavement markings. The traffic control for the project extended between Interstate 5 Freeway and McBean Parkway.

Hillside Contractors, Inc. (Caltrans, Cities and County of Los Angeles). As Estimator and Project Manager, Mr. Slayyeh managed contract teams, project engineers, and surveyors. Projects involved asphalt and concrete paving, grading and pavement grinding, widen 13 Freeway on and off ramp on hwy 101 in San Jose. Install concrete barriers in down town Los Angeles on Highway 110, retaining walls, widen the 22 and 405 Freeway bridge in Long Beach, construct soundwalls on the 91 Freeway in Riverside, install traffic signals, closed circuit television with fiber optic, weigh station construct, street lighting, concrete curb and gutter, sidewalks, and box culverts on the 15 Freeway in Corona.

I5 Fwy and Red Hill Ave, Caltrans. As Assistant Resident Engineer of Highway Engineering, Mr. Slayyeh prepared PS&Es, engineering studies, reports and performed engineering research. He maintained records pertaining to construction progress, job expenditures, budget programs and work order balances. He conferred with contractors regarding compliance with plans and quality of work and construction activity; he performed field investigations of and for laboratory analysis of materials used in construction; made controlled tests and checked performance of construction materials, soils, aggregates, cement, asphalt, concrete, and other materials.



Barry Knutson

Project Role: Construction Inspector

Education

- Construction Estimating, Electrical House Wiring, Heat Vent A/C Systems, Fullerton College, Fullerton
- Graduate, Carpenter's Union Apprenticeship School Local 1815

Registration

- General Contractor, California No. B-1

Mr. Knutson has over 33 years of experience in the construction industry here in Southern California. He has worked as a Carpenter's Apprentice, Journeyman Carpenter, Carpenter Foreman, Estimator, Assistant Superintendent, Superintendent, Purchasing Agent, and more specifically as a Senior Construction Administrator on large scale Capital Projects throughout the County of Los Angeles for the last 12 years.

Capital Improvement Project Experience

Hawthorne Boulevard Overlay, City of Rolling Hills Estates, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$355K ARHM overlay paving project.

Kraemer Memorial Park Renovation, City of Placentia, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$1.2 million park renovation project.

Heritage Park Improvements, City of Covina, CA. Construction Manager. Responsible for providing on site construction inspection services for the City's \$1.3 million park project.

Valley Wall Phase 1, City of La Puente, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$377,000 CDBG-funded paving project.

Inyo/Ardella Streets Street Improvements, City of La Puente, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$382,000 CDBG-funded ARHM paving/street improvement project.

Loukelton and Unruh Overlay, City of La Puente, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$391,000 ARRA-funded ARHM overlay/paving project.

Dora Guzman, Del Valle, and Temple Avenues Overlay, City of La Puente, CA. Senior Public Works Observer. Responsible for providing construction inspection services for this \$354,000 ARHM-overlay/paving project.

Orange Avenue/Somerset Overlay, City of Paramount, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$391,000 ARHM-overlay/paving project.

City Hall HVAC Replacement, City of Paramount, CA. Senior Public Works Observer. Responsible for providing construction inspection services for the HVAC replacement at the City's civic hall.

Glendora Avenue Street Improvements, City of La Puente, CA. Senior Public Works Observer. Responsible for providing construction administration and construction inspection services for the project from start to finish.

Hacienda Boulevard Street Improvements, City of La Puente, CA. Senior Public Works Observer. Responsible for providing construction administration and construction inspection services on the project from start to completion.

Providence Holy Cross Medical Center Tower Addition and Central Plant Upgrade, Mission Hills, CA. Onsite Architectural Point of Contact. Responsible for all incoming and outgoing correspondence with the OSHPD ACO, DSE, and FLSO, owner, and contractor; processing, reviewing, and responding to all RFIs, submittals, and change orders; attending all OAC, O/H coordination, weekly IOR staff, and consultant meetings in addition to design and production meetings; assisting with change order documents and bulletin preparation; processing and approving the contractor's monthly billing; and providing QA/QC and final punch list documents; and commissioning through owner occupancy for this \$153-million, 139,000-square-foot., five-story Moment-framed, five-phased hospital tower and central plant.



Kaiser Hospital West Wing Tower, Pharmacy, and Central Plant Upgrade, Los Angeles, CA. Onsite Point of Contact. Responsible for all incoming and outgoing correspondence with the OSHPD ACO, DSE, and FLSO, owner, and contractor; processing, reviewing, and responding to all RFIs, submittals, and change orders; attending all OAC, O/H coordination, weekly IOR staff, and consultant meetings in addition to design and production meetings; assisting with change order documents and bulletin preparation; processing and approving the contractor's monthly billing; and providing QA/QC and final punch list documents; and commissioning through owner occupancy for this \$122-million, 117,000-square-foot, four-story, four-phased, interior-braced frame, precast concrete exterior skin, 97- bed hospital tower.

Michael D. Antonovich Antelope Valley Courthouse, County of Los Angeles, Palmdale, CA. Architectural Onsite Point of Contact. Responsible for all incoming and outgoing correspondence with the County of Los Angeles (owner), California State Superior Court, Los Angeles. County Sheriff's Office, Bureau of Corrections, contractor, and County inspection staff; reviewing and responding to RFIs and submittals; assisting with change order document preparation; issuing bulletins; attending all project-related meetings; preparing and issuing OAC meeting minutes; solving day-to-day issues for one of the largest courthouses in the State with a project valuation of \$89 million; five stories; 397,000 square feet; internal-braced-frame structure with precast concrete and curtain wall exterior skin; basement detention capacity for 115 inmates; and capacity for 14 future courtrooms in shelled space.

Chatsworth Courthouse, County of Los Angeles, Chatsworth, CA. Architectural Onsite Point of Contact. Responsible for all incoming and outgoing correspondence with the County of Los Angeles (owner), California State Superior Court, Los Angeles. County Sheriff's Office, Bureau of Corrections, contractor, and County inspection staff; reviewing and responding to RFIs and submittals; assisting with change order document preparation; issuing bulletins; attending all project-related meetings; preparing and issuing OAC meeting minutes; solving day-to-day issues for this \$69-million, 158,000-square-foot, internal-braced-frame structure with a granite exterior skin, secured basement detention floor, and secured judges parking,

Airport Courthouse and Parking Structure, El Segundo, CA. Architectural Onsite Point of Contact. Responsible for all incoming and outgoing correspondence with the County of Los Angeles (owner), California State Superior Court, Los Angeles. County Sheriff's Office, Bureau of Corrections, contractor, and County inspection staff; reviewing and responding to RFIs and submittals; assisting with change order document preparation; issuing bulletins; attending all project-related meetings; preparing and issuing OAC meeting minutes; solving day-to-day issues for this \$60-million, 211,000-square-foot, 10-story, mid-rise, internal-braced-frame structure with precast concrete panel and curtain wall exterior skin, helicopter landing pad on roof, secured basement detention floor, secured judges parking, and a 300-stall parking structure.



Victor Ayala

Project Role: Construction Inspector

Education

- Certificate, Fiber Optic Theory, Air Quality Management District
- Certificate, Professional Development, Asphalt Institute

Registration

- Contractor, California No. C-10

Mr. Ayala is responsible for inspection of large-scale public works projects. His experience includes over 35 years of public works construction experience in administration and inspection of subdivisions, traffic signals, fiber optics, storm drains, sanitary sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations.

Capital Improvement Project Experience

Transit Priority, City of Santa Monica, California.

Public Works Observer and Administrator. The project involved installation of new fiber optic lines in Santa Monica Boulevard (Berkley to Lincoln) and Wilshire Boulevard (Berkley to Lincoln). Specifically, the project involved installation of approximately 30,000 lineal feet of fiber optic, changing cabinets from P type cabinets to 332, traffic signal controller upgrades, wireless access points, interduct installation, and rewiring existing traffic signals. Mr. Ayala also provided public outreach services to the local businesses and residents. Prior to the beginning of the project, Mr. Ayala provided information flyers to the local businesses and developed a working relationship with each. He acted as the liaison between the businesses and City's Contractor to ensure deliveries and customer access was maintained at all times.

2012 Residential Slurry Seal, City of Culver City, CA.

Public Works Observer. Responsible for public works inspection, public outreach, and construction management for the project which involves application of 56,000 gallons of Type II REAS (central mix) slurry seal over various streets throughout the City.

On-Call Public Works Observation, City of Calimesa, CA.

Public Works Observer. Responsible for providing on-call inspection, construction management, and public outreach services for various permitted and public funded projects throughout the City. The projects included street beautifications, sewers, storm drains, water lines, asphalt overlays, safe routes to school, landscaping, grading, tract inspections, and other appurtenant work.

Sepulveda Boulevard, City of Culver City, CA. Public Works Observer. Responsible for providing inspection of several traffic signals and coordinating public outreach efforts. Willdan provided project

management, conceptual design, preparation of construction drawings and technical specifications for a major street widening on Sepulveda Boulevard from Playa Street/Jefferson Boulevard to Green Valley Circle. Sepulveda Boulevard is a major corridor with an average traffic count of 50,000 vehicles and parallels the 405 Freeway through Culver City. Sepulveda Boulevard is an alternative route taken by many commuters to access Los Angeles International Airport. This project was done to alleviate an existing bottleneck and provided for a third southbound lane within the existing right-of-way. A portion of the project was within the City of Los Angeles and Caltrans. Willdan's services included civil and traffic engineering design, public outreach, landscape architectural design, survey, pavement engineering, and utility.

On-Call Public Works Observation, County of

Riverside, CA. Public Works Observer. Responsible for providing inspection of various types of public works projects throughout the County for such projects as tract housing, cash contracts, traffic signals, and storm damage assessment. Also responsible for maintaining project files including quantity tracking, contractor memoranda, change order processing, public outreach, materials testing reports, material ticketed, submittals, and requests for information.

West Side Sewer System, City of La Cañada Flintridge,

CA. Public Works Observer and Administrator.

Inspection services were provided for this \$14,000,000 project which included installation of the entire sewer system on the west side of the City. Extreme depths were involved and large concentrations of massive rocks and boulders were commonplace. Unstable soil was also a continuous challenge. Pipe sizes ranged up to 24-inch diameter. In addition, two lift stations were

City of Rialto

Proposal for RFP #13-028 On-Call Public Works Construction Management & Inspection Services
(for City Projects and Private Land Development Projects)



installed as well as the utilization of micro boring, which ranged in length from 40 to 100 feet.

Sewer Treatment Plant, City of Bakersfield, CA. Public Works Observer. Willdan provided electrical inspection

for the City's sewer treatment plant project. Services included inspection for all high- and low-voltage D/C and A/C conversions and other appurtenant work.



Danny Ayala

Project Role: Construction Inspector

Registration

- Contractor, California No. C10
- Certificate of Completion in Fiber Optic Theory, AQMD
- Professional Development, Asphalt Institute

Mr. Ayala is responsible for the inspection of large-scale public works projects. His experience includes over 35 years of public works construction experience including: assignments in administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations. In addition, Mr. Ayala brings experience in all areas of traffic signal installation and inspection.

Capital Improvement Project Experience

On-Call Public Works Inspection, County of Riverside, CA – Mr. Ayala provided on-call inspection services to the County of Riverside from July 2003 through May 2007. The work involved the inspection of over 40 subdivisions, SWPPP review, geotechnical coordination, subgrade inspection, RCP, sewers, ARHM, conventional overlays, water mains, and other appurtenant work. In addition to Mr. Ayala's subdivision inspection, he also performed inspection for several large CIP projects and was responsible for the administration and inspection of the projects.

On-Call Public Works Inspection, City of Long Beach, CA – Mr. Ayala provided on-call inspection services to the County of Riverside from June 2008 through October 2011. Mr. Ayala was responsible for the inspection and management of the City's \$8 Million Annual Local Street Projects, which included over 14 miles of street overlay and pcc repairs. Mr. Ayala's duties included the tracking of quantities, management of project file, and communication with design engineers, coordination with outside agencies, SWPPP review, public outreach, geotechnical coordination, and electrical inspections.

Atlantic Boulevard Street Overlay and Landscape Improvements, City of Maywood, CA. Public Works Inspector. Responsible for the construction management and inspection of the project. The project involved ARHM overlay, landscaped medians, PCC repair, traffic signal modifications and other appurtenant work. The project was an ARRA funded project and had a construction budget of \$2.5 million.

Slauson Street Reconstruction, City of Maywood, CA. Public Works Observer and Administrator. Willdan provided construction management, labor compliance, material testing, and public works observation services. The project involved median plant material

installation, banner pole installation, existing asphalt cold milling, curb and sidewalk reconstruction, and ARHM overlay installation. Willdan monitored the contractor's payroll for conformance with applicable state and federal laws. In addition, the contractor's construction activities were monitored for compliance with the City's design.

Jackson Street Overlay, City of Paramount, CA. Public Works Observer. This project included cold milling and paving, curb and gutter replacement, ADA-compliant ramp installation, concrete sidewalk and driveway replacement, and signing and striping.

Street Light Conversion, City of South Gate, CA. Public Works Observer and Administrator. The project involved installation of new light standards, conversion from a high- to low-voltage system, new wiring, and installation of underground conduits.

Mansel Traffic Signal Improvements, City of Lawndale, CA. Public Works Observer and Administrator. The project involved installation of a new traffic signal at Mansel and Marine.

William Clinton Elementary School Improvements, City of Paramount, CA. Public Works Observer. The project included sidewalk, curb, and gutter removal and replacement; driveway installation; island and irrigation modification; and stamped concrete with City monument installation; reinforced concrete pipe with inlet and outlet structure installation; and complete traffic signal with electrical service installation; striping; and signing.

Street Overlay at Various Locations, City of Bell Gardens, CA. Public Works Observer. The project includes cold milling and paving; curb, gutter, concrete sidewalk, and driveway replacement; signing; and striping.



La Peer Water Installation and Overlay, City of Paramount, CA. Public Works Observer and Administrator. The project included 12-inch PVC water main, fire hydrant, and meter installation; curb and gutter repair; street section replacement; cold milling; and ARHM overlay.

Highway 111 Improvements, City of Palm Desert, CA. Resident Inspector. Duties included inspection of the entire project as well as tracking contract quantities and change orders, utility coordination, handling project correspondence, and other appurtenant work. The project involved installation of new curb/gutter, traffic signals, ARHM overlay, and construction of turnout lanes.

Railroad Crossing Street Improvements and Traffic Signal Modification, City of Paramount, CA. Public Works Observer. The project included removal and replacement of railroad tracks; street cold milling and paving; curb, gutter, and ADA-compliant ramp replacement and installation; stamped concrete crosswalk installation; video detection; controller and cabinet replacement; traffic signal wire; poles and signal equipment; traffic signal conduit and pull box installation; striping; and signing.



Ivan Mendoza

Project Role: Construction Inspector

Affiliations

- International Brotherhood of Electrical Workers, Los Angeles – Local #11

Mr. Mendoza has over 39 years of construction inspection experience. Mr. Mendoza is knowledgeable in all phases of construction management, including project administration, and preparing change orders. Mr. Mendoza is proficient in dealing with public safety concerns and bringing in projects on time and within budget. Mr. Mendoza is bilingual in English and Spanish.

Capital Improvement Project Experience

City of Los Angeles Department of Public Works.

ATSAC on Los Feliz and Silverlake at a cost of \$5,181,877; and Wilshire West and Mid-Wilshire at a cost of \$4,600,000.

County of Riverside. Mr. Mendoza has been providing construction inspection and management services to the County for the past 4 years. Mr. Mendoza manages CIP projects involving asphalt overlay, drainage, sewer, water, traffic signals, curb/gutter, sidewalk, and appurtenant work.

City of Long Beach, California. Retrofit of 30,000 units at a cost of \$7,500,00.

California Department of Transportation. CCTV system route on the 405 Freeway at a cost of \$7,324,866.

City of Culver City, California. Smart corridor extension at a cost of \$1,100,000.

Previous Work Experience

C.T. & F., Inc.

Senior Construction Superintendent. Supervised and managed field personnel to maximize profits. Scheduled crews, equipment, and subcontractors. Coordinated work schedules and material with prime contractors. Consulted with Estimating, Superintendents, Project Managers, Project Engineers and Field Inspectors. Submitted monthly billings;

enforced safety, scheduled with Purchasing Manager and Vehicle Maintenance. Responsible for manpower loading, negotiating change orders and extra work. Attended meetings as require

General Foreman. Managed and supervised major construction projects from field offices. Consulted with Field Inspector, Project Engineers, Estimating and Project Managers. Scheduled all materials and field labor with Superintendent. Maintained a safe and efficient work environment for all employees. Worked extensively with the City of Los Angeles, California, Department of Transportation and the County of Los Angeles.

Foreman and Journeyman. Managed and installed medium sized projects in the field. Instructed and directed journeymen in the installation of traffic signal and street lighting projects. Worked directly with General Foreman and Superintendent to maximize labor.

Technician. Assisted journeymen and laborers in the installation of traffic signal and street lighting projects.



George Karaelias

Project Role: Construction Inspector

Education

- 2 years in college majoring in civil engineering
- Construction Inspection course at California State University, Los Angeles
- Caltrans Safety through construction zone
- Basic Supervision, Department of Public Works

Mr. Karaelias joins Willdan with 38 years of construction field experience. Prior to joining Willdan, Mr. Karaelias was employed with the Los Angeles County Department of Public Works. As Head Construction Inspector, Mr. Karaelias was responsible for the supervision and the inspection of contract compliance of construction projects involving storm drains, sewers, roads, retaining walls, landscaping, and other various types of public works facilities.

Capital Improvement Project Experience

Water Main Replacement, City of Pomona, CA. Mr. Karaelias is the Public Works Observer of this project which involves providing construction management and inspection for the City's water main project on White Avenue. The project involves the installation of over 8,000 LF of 12" to 8" water main, hydrants, water services, and other appurtenant work. Willdan duties include tracking project budgets, CCO negotiation, submittal and RFI review, daily inspection of the work, labor compliance, and utility coordination.

Hellman Avenue Bridge, City of Rosemead, CA. The project consisted of reconstructing the bridge from 35 feet wide to 60 feet wide, (including shoulders and sidewalks) and providing precast prestressed "I" girders supporting a reinforced concrete deck. The Hellman Avenue Bridge was funded by the Highway Bridge Rehabilitation and Replacement (HBRR) Program. Mr. Karaelias was responsible for coordinating the construction project with the ongoing survey need, coordinating the construction of geotechnical requirements, met with all utility owners, complied with all traffic control and detours per Caltrans WATCH manual, and finalized and closed out the project.

Carson Street, City of Hawaiian Gardens, CA. Reconstructed Carson Street in the city limits of Hawaiian Gardens that included complete storm drain system connected to County channel with the required catch basins and manholes.

Imperial Highway, City of La Mirada, CA. Reconstructed Imperial Highway in the city limits of La Mirada. Project included storm drains, catch basins, and medians with extensive landscaping.

Holly Hills Storm Drain, Los Angeles County, Department of Public Works. Holly Hills storm drain, Stage V in the Los Angeles County Flood Control District. The project consisted of directional bore of 102" and 96" RCP with manholes and catch basins.

Alameda Corridor East Construction, Los Angeles County. Under a permit from the Los Angeles County Department of Public Works, the project consisted of inspection of all storm drains; street improvements affected by "Ace" construction of grade separation on Sunset Street, City of Industry; Brea Canyon Road, City of Industry; including the construction of pump station.

Previous Work Experience

Drain and Arrow Highway improvement at Little Dalton Creek, Valley Dale School. Consisted of the construction of 66", 54", 48" of RCP. Construction of 30 various types of catch basins connected to the main line. Replace existing curb and gutter to new elevation, reconstruct part of the road and cold mill and overlay the other part.

Telegraph Road Street Improvement. A joint venture with the City of Santa Fe Springs. The project included storm drain and catch basin construction, modify traffic signal, reconstruct one portion, cold mill and overlay another, construct new curb and gutter, major landscape of the center median with irrigation.

Alameda Street Improvement. Part of the \$2 billion dollar improvement project of the Alameda Corridor, acted as lead and head inspector for two phases of the improvement. Each phase cost was \$10 million dollars. Each phase consisted of a major and extensive storm drain box culvert 12' x 10' with 200 different types of catch basins. Reconstruct Alameda Street to a new alignment. Curb and gutter, cross gutter, alley intersections, and concrete driveways. Road



construction consisted of portland concrete cement pavement and a super mix new design of asphalt with a section 21" asphalt concrete over 4" base. Construct three (3) railroad tracks for Union Pacific. Coordinate the project with utility owner, property owners, and adhere to the Federal Specification as the project was FAU funded. Project lasted forty (40) months.

Colima Road – Units from City of Diamond Bar to the City of Whittier. Lead and Head Inspector. Project consisted of construction of bus pads, minor concrete repair, construction of curb and gutter, sidewalks and ADA ramps, reconstruct portion of road, cold mill and overlay the rest. Colima Road is a heavily traveled access. Coordination and traffic control needed special and extensive effort.

Meyer Road – Joint Venture Between the Los Angeles County and the City of Santa Fe Springs. Project consisted of the construction of curb and gutter, center median, sidewalk, and reconstruction of the road with a 4" over 20" section.

City Terrace Road in the East Los Angeles Area. A major reconstruction project that included storm drain construction, catch basins, curb and gutter, sidewalk, retaining walls, house steps and road reconstruction with a 4" over 12" section project was extremely

difficult due to the nature of the hilly streets. Coordination with homeowner for access during construction was vital. Community meeting was scheduled for every month. Cost of project was \$4 million dollars, and the duration was 240 days.

Harbor Boulevard – Limits City of Diamond Bar to the City of La Habra. Storm drain, catch basins, curb and gutter, cross gutter, driveways and ADA ramps, in place retaining walls, center median, reconstruct road with 4" over 12" base, realignment of old Fullerton Road.

Valley Dale School Drain and Arrow Highway at Little Dalton Creek. A combined storm drain and road construction project.

Telegraph Road. Street improvement in Santa Fe Springs.

Alameda Street Improvement. Part of the Alameda Corridor, a major and extensive storm drain, railroad and road construction, duration 40 months.



Don Weeks

Project Role: Construction Inspector

Mr. Weeks brings over 28 years of experience in the construction industry with 15 years experience providing inspection and project management. This work was done throughout Southern California for many agencies and private companies. Types of projects include: various wet and dry utilities, new and reconstructed road improvements, concrete improvements, buildings, retaining walls, grading, grade separation, park and landscape improvements, traffic signals and various seal type projects. Many of these projects were federally funded and required administrative duties as well as field work.

Mr. Weeks' experience lends him to being able to take the project from conceptual design and carry through all the way to project close-out.

Mr. Weeks also brings actual hands-on construction experience to the table as well. Mr. Weeks became licensed in 1999 with an "A" classification and since then has added a "B", and C-27 classification. Duties included from start-ups, estimating, supervision, vendors, subs, materials, budgets and profit and loss statements.

Capital Improvement Project Experience

Sunset Boulevard Traffic Signal and Interconnect Synchronization, City of West Hollywood, CA. Project Manager and Inspector for this project. Federally funded job which involved the oversight of Caltrans, also provided labor compliance. Project involved the synchronization of all the traffic signals within the city limits of West Hollywood. There were also upgrades to the existing signals. Due to this high visibility project, most of the work was completed at night.

Firestone Boulevard, Traffic Signal and Interconnect Synchronization, City of South Gate, CA. Project Manager and Inspector for this project. Federally funded job which involved the oversight of Caltrans, also provided labor compliance. Project involved the synchronization of all the traffic signals within the city limits of West Hollywood. There were also upgrades to the existing signals. Due to this high visibility project, most of the work was completed at night.

Jefferson/Sepulveda Realignment and Widening, City of Culver City, CA. Provided project administration and inspection services to the City of Culver City. This \$5.8 million project consisted of the realignment and widening of Jefferson Avenue, Sepulveda Boulevard, and Slauson Avenue. The work consisted of modifications of seven traffic signals and the installation of two new ones. Project also included the demolition of a drive-in theatre, sewer, water storm drain, new curb and gutter, and two new streets, and the grind and overlay of the existing roads. Jefferson/Sepulveda realignment and widening included water sewer traffic signals, concrete, and street work.

Cerritos Avenue Storm Drain, City of Stanton, CA. Project Manager and Inspector. Installed 24" to 78" RCP along Cerritos Avenue with laterals running down the existing side streets. Encountered groundwater at nine feet with the planned invert elevations from 11 to 13 feet. Had inspector set up de-watering wells every 50 feet in order to construct pipeline. Project also included concrete structures and trench with street resurfacing following.

Subdivision Tract, City of La Habra Heights, CA. Project Manager and Inspector on this project. Project included two new traffic signals and the upgrade of existing facilities on Hacienda Boulevard. Work also consisted of clearing and grubbing of orange groves, rough and finish grading, all wet and dry utilities, AC berms, concrete driveways, new streets. Project also included a sewer pump station.

City of Paramount, CA. Inspector-various water projects throughout the City prior to street reconstruction.

City of Rosemead, CA. Inspector-various water projects throughout City due to street reconstruction.

City of La Habra Heights, CA. Inspector-tract job including streets, concrete, sewer, water storm drain, pump station.



Jane E. Freij

Project Role: Supervising Labor Compliance Manager

Education

- 1982, B.A., Linguistics, University of Kansas

Registration

- 1993, Attorney Assistant Training Program, Litigation/Corporations Certificate, University of California, Los Angeles

Ms. Jane E. Freij is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of Federal and State labor compliance monitoring services for CDBG and ISTEA funded projects.

Federal and State Labor Compliance Experience

Various Cities, Community Development Block Grant (CDBG) Labor Compliance - Supervise federal and state labor compliance services for HUD funded projects in the cities of Bell Gardens; Burbank; Calimesa; Hawaiian Gardens; Maywood; Paramount; and Rosemead.

Various Cities, ISTEA, FAU, and HES Labor Compliance - Supervise federal and state labor compliance services for Federal Highway Administration funded projects in the cities of Bell Gardens; Cudahy; Maywood; Paramount; Rosemead.

City of Coachella, Dillon Road Grade Separation Project – Ms. Freij is providing labor compliance services for the Dillon Road Grade Separation Project. The project involves the construction of a new bridge at Dillon Road and the existing UPRR tracks. The new structure carries Dillon Road traffic over Indio Boulevard and the UPRR's two existing tracks by means of a reinforced concrete bridge. In addition, the project involves the following specific items of work: new traffic signals, construction of approach fills for the new bridge, installation of new curbs and gutters, installation of new signing, construction of new drainage facilities, and other appurtenant work. It is anticipated to take approximately 14 months and \$22 million dollars to construct the new bridge.

City of Rancho Palos Verdes, Crenshaw Boulevard and Crestridge Road Traffic Signal Modification – Ms. Freij was the Labor Compliance Manager of this project. The project involved providing professional engineering design services for the Crenshaw Boulevard and Crestridge Road traffic signal modification project. Scope of work included preparation of plans, specification and estimate for the traffic signal modification. The project was funded through a Highway Safety Improvement Project (HSIP) grant. Other services provided by Willdan Engineering

included, utility coordination federal paperwork administration, labor compliance, contract administration, construction management and observation.

City of Lawndale, 149th Street – Ms. Freij is providing labor compliance services for the Street Improvements on 149th Street from Larch Avenue to Prairie Avenue project.

City of San Marino – Ms. Freij is currently providing labor standards compliance services for an ADA sidewalk improvement project.

City of Paramount, Local Street Improvements FY 2007 - Ms. Freij provided labor compliance services for this project which involved preparation of plans and specifications and construction engineering and Community Development Block Grant (CDBG) labor compliance for the resurfacing and concrete repairs on various City streets.

City of Paramount, Rosecrans Avenue Street Resurfacing – Ms. Freij provided labor compliance services for this project which involved preparation of plans and specifications and construction engineering for the street resurfacing of Rosecrans Avenue from Garfield Avenue to Century Boulevard including crosswalk replacement at Downey Avenue.

City of South El Monte, Weaver Street Overlay - Ms. Freij provided federal labor compliance services for this project which also involved design, design survey, utility coordination, contract administration, and construction observation services for the asphalt concrete overlay on Weaver Street. Work also included repair of curb, gutter, and sidewalk as necessary.



Diane D. Rukavina, PE

Project Role: Funding Administration

Education

- 1980, BS, Civil Engineering, Loyola Marymount University

Registration

- 1983, Civil Engineer, California No. 36380

Ms. Rukavina has 32 years of experience in municipal engineering. Presently, she administers federal/state funded projects in the Cities of Ridgecrest, Hawaiian Gardens, La Cañada Flintridge, Lakewood, La Puente, Maywood, Paramount, Pico Rivera, Rancho Palos Verdes, and South Gate. Ms. Rukavina has processed over 80 federal and state funded projects, including STPL, SAFETEA-LU, ARRA, HSIP, TCSP, ER, CMAQ, SRTS, and SR2S, from request for authorization to final invoicing for 22 cities. Currently, she is coordinating 24 federal and state funded projects at various stages in the funding process. Ms. Rukavina also serves as Project Manager for six capital improvement projects for the City of Paramount, performs various city engineering related tasks, and has organized GASB 34 infrastructure inventories for the Cities of Seal Beach, Rosemead, Monrovia, and Bell Gardens in preparation for value assessment.

Ms. Rukavina has over 15 years of experience preparing and submitting documentation to Metropolitan Transportation Agency and Caltrans for federal- and state-funded projects. Although each program encompasses different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedures Manual. Ms. Rukavina maintains excellent relations with Caltrans District Local Assistance Engineers' and MTA's staffs. She keeps abreast of revisions (LPPs and DLA-OBs) to procedures and forms in the manual and has assisted cities with:

- FTIP Programming, Obligation Plan
- Request for Authorization to Proceed with Preliminary Engineering
- Field Review
- Preliminary Environmental Study
- Right-of-Way Certification
- Request for Authorization to Proceed with Construction
- Award Submittal
- Progress Invoicing
- Final Report of Expenditures

Capital Improvement Project Experience

College Heights Boulevard Improvements (STPL-5385(037)), Ridgecrest, CA. Federal Funding Engineer responsible for obtaining reimbursement of federal funds for this ongoing project. Her responsibilities include preparing the construction contract award submittal, progress invoicing and the final report of expenditures for submittal to Caltrans.

Various City Street Improvements (STPL-5315(012)), Lakewood, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Jackson Street Improvements (STPL-5336(017)), Paramount, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Centralia Street Improvements (ESPL-5315(008)), Lakewood, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with



construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Resurfacing Various Streets (ESPL-5417(017)), La Cañada Flintridge, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

California Avenue Improvements (STPL-5257(015)), South Gate, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction. She prepared documentation including the right of way certification and request for authorization to proceed with construction for submittal to Caltrans.

Paramount Boulevard Improvements (STPL-5351(015)), Pico Rivera, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Hawthorne Boulevard Improvements (STPL-5413(007)), Rancho Palos Verdes, CA. Federal Funding Engineer responsible for obtaining an E-76 for Construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Battery Backup (STPLG-5349(004)), Rolling Hills Estates, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Garfield Avenue Improvements (STPL-5071(009)), South Pasadena, CA. Federal Funding Engineer responsible for obtaining an E-76 for construction through the final reimbursement of federal funds. She prepared documentation including the field review, preliminary environmental study, right of way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.



Elroy L. Kiepke, PE, CBO, QSD

Project Role: QSP/QSD Review

Education

- 1969, B.S., Civil Engineering, Valparaiso University, Indiana

Registration

- 1973, CA, 022382, Civil
- 1986, CABO, CBO, 703
- 1994, ICBO Accessibility/Usability Specialist Certificate, 74013
- Qualified SWPPP Developer, No. 00999

Mr. Elroy Kiepke presently serves as a City Engineer for Willdan. He joined Willdan in July 1979 to assist in the formation of the Building and Safety Division. As the division grew, he became the Division Manager for Plan Check Services and City Engineer for some of Willdan's client cities. Mr. Kiepke began his professional career with the County of Los Angeles in June 1969. He received training in building plan check and subdivision plan check before taking permanent positions in the Subdivision Section and Building and Safety.

Capital Improvement Project Experience

Engineering Plan Check

Butcher Ranch Tract Plan Check and Inspection, City of Rolling Hills Estates, CA. Grading Plan Check Engineer. Responsible for providing grading and city engineering services for this project which involved development review for a 13 lot subdivision in the City of Rolling Hills Estates.

Development Plan Checking Services for the Village at Heritage Springs, City of Santa Fe Springs, CA.

Grading Plan Check Engineer. Responsible for grading plan review for this project which involves providing plan review of grading and street plans, storm drain, sewer, water and street lighting improvement plans for the Village at Heritage Springs Development.

Engineering Plan Check Services, City of West Covina, CA.

Grading Plan Check Engineer. Responsible for grading plan review for this project which involves performing development review services for the following plan reviews: parcel and tract maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution Prevention Plans; Grading & Drainage and Erosion Control Plans; and Public Construction Plans required of development projects. All these reviews to be recommended for approval by the City of West Covina in the final process of the plan review.

Building Plan Check

Building Plan Check, 627 Deep Valley, City of Rolling Hills Estates, CA.

Grading Plan Check Engineer. Responsible for providing building code plan review services for commercial developments on 627 Deep Valley.

Engineering Services for the Rosedale Master Planned Community Project, City of Azusa, CA.

Mr. Kiepke is responsible for the day-to-day project activities and development review for this project which involves providing a range of city engineering services specific to the Rosedale project, a master planned community of 1,200 new homes to be developed on the former Monrovia Nursery site. Oriented around an active village core and recreation center, Rosedale will include a series of neighborhoods with parks, a new K-8 school, fire station, MetroLink Gold Line Station, and 200 acres of permanently preserved natural hillsides. Willdan's engineering services will include plan review, inspection, coordination of consultant activities, other agencies and utility services, preparation of staff reports, and attendance at City Council and Commission meetings.

Americans with Disabilities Act, CALBO. Mr. Kiepke was active with the CALBO Accessibility Committee. This committee reviewed the State of California proposed regulations which conformed Title 24 with the Americans with Disabilities (ADA). The committee's input was valuable in the development of the final regulations.



Americans with Disabilities Act, Facilities Survey and Report, County of Amador, CA. The project included the inspection of approximately 20 county buildings to establish deficiencies and establishing approximate costs for upgrading the building to comply with ADA requirements. The buildings ranged from a multi-story courthouse built in 1890, to several old houses converted to office space.

Americans with Disabilities Act, City of Huntington Beach, CA. This project consisted of the inspection of City Hall, the central library, and the Joint Fire Training Center. The inspections were needed to identify required ADA correction.

Americans with Disabilities Act, Facilities Survey and Report, City of Lake Forest, CA. The project includes the inspection of the City Hall, approximately 17 city parks and a review of public street intersections for the presence of curb ramps, preparation of budget level estimates for all identified corrective work, and preparation of a report to the City documenting the findings and explaining the results.

Courtyard Mall, Rolling Hills Estates, CA. The project was the centerpiece of the regional mall on the Palos Verdes Peninsula. The Mall was approximately 235,000 square feet and three stories in height. It was one of the first open malls to use the provisions of the Uniform Building Code to evaluate fire safety and exiting.

Los Angeles Wild Fire Panel. Mr. Kiepke was appointed by the American Society of Civil Engineers as the representative on the panel created by Los Angeles County Supervisor Ed Edelman to make recommendations on how to protect housing from future wild fires. Mr. Kiepke served on the Building Code Subcommittee and researched glazing issues.

Miller Brewery, Irwindale, CA. The project consisted of 750,000 square feet of building dedicated to brewing, packing, and distribution. Due to the size of the facility, major problems with existing and structural stability had to be addressed during plan review and construction.

May Company and Bullocks-Wilshire Courtyard Mall, Rolling Hills Estates, CA. The May Company project was one of two anchor stores for the Courtyard Mall on the Palos Verdes Peninsula. The three-story building consisted of approximately 45,000 square feet. The Bullock's-Wilshire project was the other anchor store. This store was approximately 35,000 square feet and two stories in height. Mr. Kiepke aided the City in the adoption of the Covered Mall Provisions, which had just been approved by the International Conference of Building Officials. These provisions were instrumental in completing the project.

Orange County Theater for the Performing Arts, Costa Mesa, CA. This project is a major theater with complex shape full theater seating and stage.

Parking Structure, Courtyard Mall - Rolling Hills Estates, CA. The project is a multi-story parking structure built to support the Courtyard Mall. The building was a design-build structure of post-tension construction.

Performing Arts Theater - Rolling Hills Estates, CA. This project consists of Complex A occupancy with a proscenium opening and full stage.

Southern California Edison Company, General Office Buildings, Rosemead, CA. This project consisted of five multi-story office buildings which serve as headquarters for a large public utility. All structures were steel frame construction with braced frames for the lateral load resisting system.

Towne Center Mall, Montebello, CA. This project consisted of three anchor stores and a 450,000 square foot mall.

CDBG Recreational Facilities Upgrade, City of Agoura Hills, CA. Mr. Kiepke provided city coordination services for this project that included design, inspection, and administration for ADA Improvements at Forest Cove and Sumac Parks. The parks were part of the ADA Act park and recreation upgrade program funded by CDBG. All play equipment and facilities upgrades were included in the scope of work. Additionally, an accessible route from Thousand Oaks Boulevard to the City recreational facility was designed to comply with ADA regulations.



Appendix B

Permitting Examples



THIS AGREEMENT ("Agreement") dated as of _____, 2011, ("Effective Date") is made by and between Willdan Engineering ("Consultant"), the City of Commerce, a Municipal Corporation ("City") and Oxy USA, Inc. ("Applicant").

W I T N E S S E T H

1. **Recitals:** This Agreement is made and entered into with respect to the following facts:
 - A. The City has received an application from Applicant for the installation of an oil pipeline (the "Project"); and
 - B. The City Project requires special construction inspection and testing services that need to be provided by a consultant with particular expertise; and
 - C. The City requires that Applicant pay for such services and has requested that Applicant identify a qualified consultant who can provide such services to City for such Project; and
 - D. Consultant has submitted a proposal to Applicant dated September 8, 2011, for the required inspection services (the "Proposal"). A true and correct copy of the Proposal is attached hereto as Exhibit A and incorporated herein by reference; and
 - E. The Applicant for the Project shall be required to deposit with the City's Community Development Department the sum of Fifty Thousand Dollars (\$50,000), which shall be used by the City to cover the cost of the Consultant for the inspection and testing services for the Project; and
 - F. Consultant represents that it is specially trained, experienced and competent to perform the special services that will be required by this Agreement; and
 - G. The City desired to enter into a contract with Consultant for the inspection and testing services required in connection with the Project as set forth in the Proposal attached as Exhibit A; and
 - H. Consultant is willing to render such services, as hereinafter defined, on the following terms and conditions.

2. **Scope of Services and Schedule of Performance:**

Consultant shall perform the inspection and testing services required for the Project (the "Services") as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Consultant shall, in a satisfactory and proper manner, as determined by the City, perform the Services. The final responsibility and final authority on all questions concerning the content and quality of the Services shall lie in the sole discretion of the City. Consultant understands and agrees that its duty and obligation under this Agreement is owed solely to the City and that its accountability under this Agreement shall likewise be solely to the City and not to the Applicant or to any other third-person or entity.



7. **Independent Contractor:**

Consultant is and shall perform its services under this Agreement as a wholly independent contractor. Consultant shall not act nor be deemed an agent, employee, officer or legal representative of the City. Consultant shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of the City. Consultant has no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between the City and Consultant. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Consultant undertakes under this Agreement.

8. **Consultant to Provide Required Personnel; Subcontracting:**

Consultant shall provide and direct the necessary qualified personnel to perform the Services required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the Services are rendered, and to the reasonable satisfaction of the City. Consultant shall be exclusively responsible for all labor, materials, fees and costs of any subcontractor that it requires in order to perform the Services.

9. **Responsible Principal and Project Manager:**

Consultant shall have a Responsible Principal and a Project Manager who shall be principally responsible for Consultant's obligations under this Agreement and who shall serve as principal liaison between the City and Consultant. Designation of another Responsible Principal or Project Manager by Consultant shall not be made without the prior written consent of the City.

10. **City Liaison:**

Consultant shall direct all communications to the City Engineer or any other person designated by the Director of Community Development. All communications, instructions and directions on the part of the City shall be communicated exclusively through the City Engineer or other designated City representative.

11. **Licenses:**

Consultant warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services by all applicable regulating governmental agencies and are in good standing with such applicable regulating governmental agencies.

12. **Compliance with Laws:**

Consultant shall, and shall ensure that its employees and its subcontractors, if any, comply with



all applicable city, county, state, and federal laws and regulations in force at the time Services are performed (including occupational safety and environmental laws and regulations) in performing the Services and shall comply with any directions of governmental agencies that have jurisdiction over project and the City relating to safety, security, and the like.

13. **Insurance:**

Consultant shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance"), which is attached hereto incorporated herein by this reference, for the term provided therein.

14. **Representation and Liability:**

Consultant represents that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the Services were rendered. Consultant shall be liable for injury or loss caused by the negligence of, or breach of this representation by, Consultant, its employees, its subcontractors, if any, and/or its agents hereunder.

15. **Indemnification:**

Consultant shall indemnify and hold the City and its respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and its respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by the City, its employees, its subcontractors or its agents in the performance of the Services, if any, hereunder. Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide funding for the defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including reasonable attorneys' fees and costs.

16. **Confidentiality:**

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance



by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

17. **Ownership of Documents:**

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of the City. In the event that this Agreement is terminated by the City or Consultant, and upon payment for Services performed, Consultant shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Consultant. Notwithstanding such ownership, Consultant shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference. The City shall hold harmless and indemnify Consultant for any loss, injury, claim, cost or expense resulting from any inappropriate reuse or modification of such products.

18. **Data and Services to Be Furnished By City:**

All information, data, records, reports and maps as are in possession of the City and necessary for the carrying out of the Services shall be made available to Consultant without charge. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Consultant are complete or accurate and Consultant shall be required to satisfy itself as to such accuracy and completeness. The City and Consultant agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

19. **Covenant against Contingent Fees:**

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. **Conflict of Interest:**

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code §§ 81000, et seq.) and all other laws, including the Community



Redevelopment Act (Health & Safety Code §§ 33000 et seq.), if applicable, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Consultant, who has a conflict relating to the City or the performance of the Services on behalf of the City.

21. **Other Agreements:**

Consultant warrants that Consultant is not a party to any other existing agreement that would prevent Consultant from entering into this Agreement or that would adversely affect Consultant's ability to perform the Services under this Agreement. During the term of this Agreement, Consultant shall not, without the City's prior written consent, perform services for any person, firm, or corporation other than the City if such services could lead to a conflict with Consultant's obligations under this Agreement.

22. **Termination:**

This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- A. by the written mutual agreement of the parties hereto; or
- B. by Consultant, with or without cause, upon five (5) days written notice to the City, pursuant to Section 25 of this Agreement; or
- C. by the City, with or without cause, upon five (5) days written notice to Consultant, pursuant to Section 25 of this Agreement.

Upon receipt of a notice of termination, Consultant shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Consultant up to that time. In the event of termination without cause by the City, the City shall pay Consultant for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Consultant in relation to the Services required by the entire Agreement or the hours worked by Consultant, as applicable), provided such work is in a form usable by the City.

23. **Waiver of Breach:**

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the Director of Community Development of the City and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Consultant to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.



24. **Assignment:**

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City, which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

25. **Notices:**

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Robert Zarrilli
Director of Community Development

For Consultant:

Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
Attn: Chris Baca
Deputy Director of Construction Management

For Applicant:

Oxy USA, Inc.
301 East Ocean Blvd., Suite 300
Long Beach, CA 90802
Attn: Mark Kapelke
Vice President of Engineering Operations

Notice shall be deemed received three days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is effected.

26. **Governing Law:**

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be



venued in Los Angeles County, California.

27. **Severability:**

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

28. **No Construction of Agreement against Any Party:**

Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any Party on the basis such Party drafted this Agreement or any provision thereof.

29. **Entire Agreement and Amendments to Agreement:**

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Consultant and the City.

30. **Counterpart Signatures:**

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the Parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

CITY OF COMMERCE

DATED: _____

By: _____
Jorge Rifa,
City Administrator

ATEST:

Linda Kay Olivieri, City Clerk, MMC



APPROVED AS TO FORM

Eduardo Olivo
City Attorney

("CONSULTANT")
WILLDAN ENGINEERING

DATED:_____

By:_____
Chris Baca
Deputy Director of Construction Management

("APPLICANT")
Oxy USA, Inc.

DATED:_____

By:_____
Mark Kapelke
Vice President of Engineering Operations



EXHIBIT A

SERVICES



**City of La Puente
Permit Activity
May, 2012**

Permit No.	Address	R	C	Permit Type	Applicant/ Contractor	Valuation	11_3281 Bldg.	11_3712 Plan Check	Elec. Mech. Plumb	85-3850 SMIP	85-3851 SB 1473	Iss. Date
14327	15664 Fairgrove	R		Sewer	Choice Const				\$ 94.55			5/1
14328	15664 Fairgrove	R		Electrical	Choice Const				\$ 48.68			5/1
14329	15157 Beckner	R		Building	David Frish	\$ 4,000.00	\$ 234.47			\$ 1.00	\$ 0.84	5/1
14330	1043 Hacienda	R		Electrical	Michael Lee				\$ 256.56			5/2
14331	447 Azusa	C		Building	A & S Engineering	\$ 10,000.00	\$ 399.80			\$ 1.89	\$ 1.00	5/2
14332	1043 Hacienda	C		Plumbing	Ha T Tang				\$ 203.61			5/2
14333	1043 Hacienda	C		Mechanical	Ha T Tang				\$ 285.30			5/2
14334	844 Orrington	R		Building	Christina Fang	\$ 1,400.00	\$ 179.36			\$ 0.50	\$ 1.00	5/3
14335	550 Nantes	R		Mechanical	Teresa Dinterman				\$ 89.43			5/3
14336	512 Orange	R		Mechanical	Teresa Dinterman				\$ 89.43			5/3
14337	14273 Amar	C		Plumbing	Behst Gonzalez				\$ 98.01			5/4
14338	14273 Amar	C		Mechanical	Behst Gonzalez				\$ 71.12			5/4
14339	233 Common	R		Mechanical	Maravilla Foundation				\$ 89.43			5/4
14340	13927 Homeward	R		Mechanical	Maravilla Foundation				\$ 89.43			5/4
14341	P.W.											
14342	502 Wickford	R		Building	Eddie Merino	\$ 1,000.00	\$ 151.80			\$ 0.50	\$ 1.00	5/7
14343	502 Wickford	R		Plumbing	Eddie Merino				\$ 261.41			5/7
14344	15560 Amar	R		Plumbing	Leo Schulz				\$ 177.21			5/7
14345	154 Banbridge	R		Building	Libia Melendez	\$ 4,500.00	\$ 262.02			\$ 0.50	\$ 1.00	5/7
14346	334 Sunset	R		Building	Cortez Roofing	\$ 6,300.00	\$ 317.13			\$ 0.70	\$ 1.00	5/9
14347	329 Perth	R		Building	Rudy Caldera	\$ 1,000.00	\$ 151.80			\$ 0.50	\$ 1.00	5/9
14348	15208 Prichard	R		Building	Manuel Sanchez	\$ 4,788.00		\$ 184.29				5/9
14349	15208 Prichard	R		Building	Manuel Sanchez	\$ 4,788.00	\$ 262.02			\$ 0.50	\$ 1.00	5/9
14350	671 Peggy	R		Building	Pacific Home Remod	\$ 700.00	\$ 116.33			\$ 0.50	\$ 1.00	5/9
14351	P.W.											
14352	P.W.											
14353	16966 Rorimer	R		Building	Rupert Rorimer	\$ 5,000.00		\$ 229.50				5/11
14354	16966 Rorimer	R		Building	Rupert Rorimer	\$ 5,000.00	\$ 216.81			\$ 1.05	\$ 1.00	5/11
14355	14754 Beckner	R		Electrical	Quin Teriazas				\$ 116.33			5/11
14356	15444 Temple	R		Electrical	Manuel Trujillo				\$ 97.40			5/11
14357	15444 Temple	R		Plumbing	Manuel Trujillo				\$ 177.21			5/11
14358	15444 Temple	R		Mechanical	Manuel Trujillo				\$ 71.12			5/11
14359	P.W.											
14360	P.W.											
14361	P.W.											
14362	621 Stimson	R		Building	LSC Window	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/14



City of La Puente
Permit Activity
May, 2012

Permit No.	Address	R C	Permit Type	Applicant/ Contractor	Valuation	11_3281 Bldg.	11_3712 Plan Check	Elec., Mech. Plumb	85-3850 SMIP	85-3851 SB 1473	Iss. Date
14363	15220 Flynn	R	Building	Mario Aguilar	\$ 1,000.00	\$ 151.80			\$ 0.50	\$ 1.00	5/15
14364	P.W.										
14365	14431 Flanner	R	Electrical	SC Const				\$ 69.99			5/15
14366	14431 Flanner	R	Mechanical	SC Const				\$ 115.34			5/15
14367	1103 Stimson	R	Building	Motion Rental & Serv	\$ 10,000.00	\$ 537.57			\$ 1.50	\$ 1.00	5/15
14368	1103 Stimson	R	Electrical	Motion Rental & Service				\$ 86.85			5/15
14369	1103 Stimson	R	Plumbing	Motion Rental & Service				\$ 414.81			5/15
14370	861 Hacienda	C	Electrical	J & J Telecom				\$ 73.59			5/15
14371	16132 Abbey	R	Building	Bridgetown Invest	Demo	\$ 311.85					5/15
14372	1009 Del Valle	R	Building	Maria Juarez	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/16
14373	1009 Del Valle	R	Plumbing	Maria Juarez				\$ 71.61			5/16
14374	P.W.										
14375	P.W.										
14376	P.W.										
14377	14520 Amar	R	Mechanical	Ace & Sons Const				\$ 89.43			5/16
14378	16955 Main	R	Building	DS Const	Demo	\$ 311.85					5/16
14379	1103 Stimson	R	Electrical	Motion Rental & Service				\$ 244.93			5/16
14380	1103 Stimson	R	Plumbing	Motion Rental & Service				\$ 98.01			5/16
14381	808 Orange	R	Building	Marco A Alvarado	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/16
14382	16941 MacLaren	R	Building	Luis R Holguin	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/17
14383	416 Mayland	R	Plumbing	L.A. Convection Corp				\$ 71.61			5/17
14384	659 Peggy	R	Building	Amalia Aguilar	\$ 4,348.00		\$ 164.29				5/17
14385	352 Dalesford	R	Building	Jae Kim	\$ 450.00	\$ 116.33			\$ 0.50	\$ 1.00	5/17
14386	352 Dalesford	R	Plumbing	Jae Kim				\$ 150.81			5/17
14387	1103 Stimson	R	Electrical	Motion Rental & Service				\$ 88.77			5/21
14388	339 Maypop	R	Building	Maribel Zamora	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/21
14389	309 Greenberry	R	Building	Gilberto Saenz	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/21
14390	343 Sunkist	R	Building	Gustavo Aragon	\$ 500.00	\$ 123.44			\$ 0.50	\$ 1.00	5/21
14393	826 Orrington	R	Building	Filbert Mora	\$ 10,000.00	\$ 399.80	\$ 178.70		\$ 1.00	\$ 0.90	5/21
14394	16021 Rowland	R	Sewer	Any Drain Co.				\$ 94.55			5/21
14395	612 Banbridge	R	Building	Angel Pineda	\$ 3,000.00	\$ 206.91			\$ 0.63	\$ 1.00	5/21
14396	612 Banbridge	R	Plumbing	Angel Pineda				\$ 309.21			5/21
14397	612 Banbridge	R	Electrical	Angel Pineda				\$ 212.69			5/21
14398	612 Banbridge	R	Mechanical	Angel Pineda				\$ 209.88			5/21
14399	16204 Bluebonnet	R	Building	Mauricio Morales	\$ 2,500.00	\$ 206.90			\$ 0.50	\$ 1.00	5/22
14400	16204 Bluebonnet	R	Electrical	Mauricio Morales				\$ 90.32			5/22



**City of La Puente
Permit Activity
May, 2012**

Permit No.	Address	R C	Permit Type	Applicant/ Contractor	Valuation	11_3281 Bldg.	11_3712 Plan Check	Elec. Mech. Plumb	85-3850 SMIP	85-3851 SB 1473	Iss. Date
14401	16204 Bluebonnet	R	Plumbing	Mauricio Morales				\$ 124.41			5/22
14402	212 2nd	R	Building	Klinakis Const	\$ 133,365.00		\$ 2,311.50				5/22
14403	300-308 Sunset	R	Building	Kavanagh Const	\$ 2,500.00	\$ 206.91			\$ 0.63	\$ 1.00	5/22
14404	1103 Stinson	R	Building	Robert Aguirre	\$ 35,597.00		\$ 935.89				5/22
14405	1103 Stinson	R	Building	Robert Aguirre	\$ 35,597.00	\$ 1,146.37			\$ 3.60	\$ 2.00	5/23
14406	1813 Hacienda	C	Building	Building Elec Controls	\$ 21,000.00	\$ 730.46			\$ 4.41	\$ 1.00	5/23
14407	1813 Hacienda	C	Electrical	Building Elec Controls				\$ 73.59			5/23
14408	15433 1/4 Louketon	R	Building	Jay Lee	\$ 500.00	\$ 116.33			\$ 0.50	\$ 1.00	5/24
14409	P.W.										
14410	P.W.										
14411	876 Tamar	R	Building	Ana Romero	\$ 2,000.00	\$ 179.36			\$ 0.50	\$ 1.00	5/24
14412	15372 Flagstaff	R	Plumbing	Jesse Mendoza				\$ 71.61			5/25
14413	P.W.										
14414	P.W.										
14415	13757 Amar #B & C	C	Plumbing	Nicks Coin Laundry				\$ 98.01			5/29
14416	13757 Amar #B & C	C	Electrical	Nicks Coin Laundry				\$ 177.97			5/29
14417	13757 Amar #B & C	C	Mechanical	Nicks Coin Laundry				\$ 71.12			5/29
14418	13757 Amar #B & C	C	Building	Nicks Coin Laundry	\$ 4,000.00	\$ 234.47			\$ 0.84	\$ 1.00	5/29
14419	721 Ocala	R	Building	Dalkam Const	\$ 700.00	\$ 116.33			\$ 0.50	\$ 1.00	5/30
14420	P.W.										
14421	P.W.										
14422	200 N 2nd	R	Mechanical	Alberto Ramirez				\$ 133.65			5/31
14423	708 Nantes	R	Mechanical	Teresa Dinterman				\$ 89.43			5/31
14424	627 5th st	R	Building	Carlos Miranda	\$ 5,400.00	\$ 289.58			\$ 0.50	\$ 1.00	5/31

11-712 11-3281 Elec 85-3850 85-3851
Plan Check Mech, Plbg SMIP SB 1473

\$ 8,753.96	\$ 5,648.42	\$ 27.25	\$ 31.74
\$ 18,426.65			
\$ -			
\$ -			
\$ 144,967.48			

TOTAL FOR	May, 2012
Grand Total (Not including SMIP)	
City of La Puente Total Year to Date	
Willdan	
TOTAL YEAR TO DATE	May, 2012

Reviewed by: Rose Arguello



PUBLIC WORKS PERMIT

Permit No. _____

MORONGO BAND OF MISSION INDIANS

Engineering Services
245 N. Murray Street, Suite C
Banning, CA 92220Inspection Are Available
Monday Through Friday
(24-Hour Notices Required)Inspection Request (909) 353-0210
Inspection Office Hours 8:00 - 10:00 a.m.☐ THIS IS A MORATORIUM STREET PAVEMENT REPLACEMENT AT THE CITY ENGINEER'S DIRECTION

APPLICATION FOR:

☐ EXCAVATION☐ CONSTRUCTION☐ ENCROACHMENT

DO NOT WRITE IN SHADED AREAS

BOND REQUIRED		BOND AMOUNT	
<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$ _____	
PLAN CHECK NUMBER	DATE SUBMITTED	SIGNATURE	
PERMIT NUMBER	DATE ISSUED	SIGNATURE	
DATE WORK COMPLETED	SIGNATURE	TOTAL INSPECTION HOURS	

	PREPARED	ACTUAL	BILL CUSTOMER
ISSUANCE FEE	\$ _____	\$ _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
SPECIAL DEPOSIT	\$ _____	\$ _____	
PLAN CHECK FEE	\$ _____	\$ _____	
INSPECTION	\$ _____	\$ _____	
SURCHARGE	\$ _____	\$ _____	
TOTAL FEE	\$ _____	\$ _____	

APPLICANT	
COMPANY NAME	PURPOSE
STREET ADDRESS	LENGTH OF PIPE / CONDUIT, OR CABLE
CITY	STATE
PHONE NUMBER	ZIP
EST. START DATE	SIZE AND TYPE
EMERGENCY CONTACT PERSON AND PHONE NUMBER	LENGTH / WIDTH / DEPTH OF EXCAVATION
CITY LICENSE NUMBER	TYPE OF SURFACE
STATE LICENSE NUMBER	AC
ATTACHMENTS INCLUDED:	AB
BY:	PCG
DATE:	
COMMENTS:	

PERMIT VOID IF WORK IS NOT STARTED AND INSPECTION NOT REQUESTED WITHIN 60 DAYS OF DATE OF ISSUANCE.

I, (Permittee) _____ of (Company) _____ hereby make application for permit to construct / excavate / encroach in the Public Highway, at the locations described above, subject to the provisions required by the Municipal Code of the Morongo Band of Mission Indians, AND THE SPECIFIED REQUIREMENTS OF THE PERMIT HEREON SPECIFIED AND ATTACHED.

In consideration of the granting of this permit, it is agreed by the applicant that the Morongo Band of Mission Indians, and any of their officers or employees thereof shall be saved harmless by the applicant from any liability or responsibility for any accident loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said expense of the permittee or his successor in interest.

I am / we are aware of, will comply with, Section 3800 of the Labor Code, regarding liability insurance for workman's compensation or to undertake self insurance before commencing any work.

PRINT NAME

SIGNATURE



**CITY OF LA PUENTE
ENGINEERING PERMIT FOR FEBRUARY 2013**

Date	Permit No.	Job Address	Permit Type	Applicant/Contractor	Engineering	Willdan	Receipt#
2/4/2013	14453	15728-32 Sierra Vista	Renewal	Datkam Const., Inc.	\$ 104.00	\$ 67.60	12543
2/20/2013	15349	Hacienda (Farigrove to Francisquito)	Encroachment	Southern California Edison	\$ 379.00	\$ 246.35	
2/20/2013	15350	261 Hillcrest	Encroachment	Southern California Edison	\$ 621.00	\$ 403.65	
2/21/2013	15356	17103 Northam	Street Closure	Hill Crane Service	\$ 522.00	\$ 339.30	12587
2/21/2013	15357	720 Willow	Street Closure	Hill Crane Service	\$ 522.00	\$ 339.30	12587
2/26/2013	15356	17072 Main St	Amend Permit # 15356	Hill Crane Service	\$ -	\$ -	n/a
2/27/2013	15379	322 N. Sunset	Excavation	Suburban Water Systems	\$ 621.00	\$ 403.65	
2/27/2013	15380	16955 Main St.	Excavation	Suburban Water Systems	\$ 621.00	\$ 403.65	
2/28/2013	15386	15765 Montana Ave.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15387	15815 Montana Ave.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15388	610 N. 5th St.	Encroachment	Henkels and McCoy/SCE	\$ 624.00	\$ 405.60	
2/28/2013	15389	15242 Prichard St.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15390	627 N. 5th St.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15391	15939 Old Valley Blvd.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15393	120 Willow	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15394	903 League Ave.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15397	15661 Mertz Ave.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15398	17103 Northam St.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15401	14127 N. Prichard St.	Encroachment	Rodolfo Parra	\$ 672.00	\$ 436.80	12613
2/28/2013	15403	420 N. Orange Ave.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
2/28/2013	15404	314 N. Orange Ave.	Encroachment	Henkels and McCoy/SCE	\$ 384.00	\$ 249.60	
		Total for February 2013			\$ 8,910.00	\$ 5,791.50	



PUBLIC WORKS PERMIT

APPLICATION FOR: ☐ CONSTRUCTION ☐ EXCAVATION ☐ ENCROACHMENT

APPLICANT		LOCATION	
COMPANY NAME		PURPOSE	
STREET ADDRESS		ESTIMATED START DATE	
CITY		STATE	ZIP CODE
PHONE NUMBER		LENGTH OF PIPE, CONDUIT, OR CABLE	
EMERGENCY CONTACT PERSON & PHONE NO.		SIZE AND TYPE	
COMMENTS		LENGTH AND WIDTH OF EXCAVATION	
		TYPE OF SURFACE	

I, (Permittee) _____ of (Company) _____ hereby make application for permit to construct/excavate/encroach in the Public Highway at the locations described above, subject to the provisions required by the Municipal Code of the City of Rosemead, AND THE SPECIFIED REQUIREMENTS OF THE CITY'S PERMIT HEREON SPECIFIED AND ATTACHED.

In consideration of the granting of this permit, it is agreed by the applicant that the City of Rosemead, and any of their officers or employees thereof shall be harmless by the applicant from any liability or responsibility for any accident, loss, or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that, if any part of this installation interferes with the future use of the highway by the general public, it must be removed or relocated, as designated by the City Engineer at the expense of the Permittee or his successor in interest.

PRINT NAME _____ SIGNATURE _____ DATE _____

THIS PERMIT EXPIRES SIX (6) MONTHS AFTER THE DATE OF ISSUANCE

BOND REQUIRED		BOND AMOUNT	DO NOT WRITE IN BOX BELOW		PREPAID	ACTUAL
<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$			ISSUANCE FEE	\$
PLAN CHECK NUMBER			DATE SUBMITTED		PLAN CHECK FEE	\$
PERMIT NUMBER			DATE ISSUED		INSPECTION	\$
DATE WORK COMPLETED			TOTAL INSPECTION HOURS		SURCHARGE	\$
					TOTAL FEE	\$

CITY OF ROSEMEAD

Inspections Are Available
Monday Through Friday

Inspection Request: (626) 569-2346



NOTES

1. All work shall be done in accordance with the Standard Specification for Public Works Construction, latest edition and addendums, unless otherwise specified.
2. Traffic controls throughout permit construction shall conform to the current State of California Manual of Traffic Controls for Construction and Maintenance Work Zones, latest edition.
3. Provisions shall be made for lighted barricades, delineators and traffic control personnel to adequately protect the traveling public during construction and excavation operations. When necessary for public safety, traffic control shall be on duty twenty-four (24) hours of each day.
4. A copy of this permit shall be kept at the site of work at all times and produced upon demand.
5. All work authorized under this permit MUST BE COMPLETED WITHIN THE TIME SPECIFIED THEREIN, UNLESS SO COMPLETED, THIS PERMIT SHALL BE VOID. An extension of time may be granted if applied for twenty-four (24) hours before permit expires.
6. The City of Rosemead Engineering Department SHALL BE NOTIFIED AT LEAST TWENTY-FOUR (24) HOURS BEFORE START OF WORK by telephoning (626) 238-6671. Should the inspector find work in progress prior to notification by the Permittee and permit not on-site during construction work may be stopped for a period of not less than the remainder of the day.
7. An additional inspection fee not less than double the original fee, will be charged for failure to apply for a permit prior to commencement of work.
8. The holder of any permit and any agent, servant, or employee working for said permit holder on any excavation and fill, shall inform himself and obtain all necessary information as to the existence and location of all underground pipes, lines, manholes, wires, signal devices, substructures and appurtenances of any utility, and the City shall be protected by the Permittee against any damage by reason of any excavation or fill. Any damage caused to such underground installations, appurtenances, or substructures, shall be paid for by Permittee. Such repairs as are required, shall be made or be caused to be made by the City of Rosemead and billed to such Permittee who shall pay the same upon receipt or a statement of the cost of such repair.
9. Form inspection will be required prior to placement of concrete and at the completion of work. At least twenty-four (24) hours notice will be required before inspection can be provided.
10. Work shall be performed between the hours of 7:00 a.m. and 4:00 p.m.
11. Specific provisions and conditions may be appended to each permit.
12. Dumpsters must have lighted barricades at each end and must be removed after seven (7) days.



650 E. HOSPITALITY LANE, SUITE 250, SAN BERNARDINO, CALIFORNIA 92408-3835
T 909.386.0200 | F 909.888.5107 | WWW.WILLDAN.COM

CITY OF RIALTO
PROFESSIONAL SERVICES AGREEMENT
“ON-CALL” PUBLIC WORKS CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this _____ day of _____, 20____, by and between the CITY OF RIALTO, a California municipal corporation, (hereinafter referred to as “City”) and Willdan Engineering, a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need for As-Needed, “On-Call” Public Works Construction Management and Inspection Services for a variety of future public works projects, (hereinafter the “Project”).

B. Consultant has submitted to City a proposal to provide As-Needed, “On-Call” Public Works Construction Management and Inspection Services for a variety of future public works projects to City pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit “A,” which is attached hereto and is incorporated herein by reference (hereinafter referred to as the “Scope of Services”). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Scope of Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Scope of Services required hereunder. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized as ordinarily exercised by well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City’s Request for Proposals; and, (4) the Consultant’s signed, original proposal submitted to the City (“Consultant’s Proposal”), (collectively referred to as the “Contract Documents”). The City’s Request for Proposals and the Consultant’s Proposal, which are both attached as Exhibits “B” and “C”,

respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.4 Licenses, Permits, Fees and Assessments. Consultant represents and warrants to City that it has obtained all licenses (including a City Business License), permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Scope of Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Scope of Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Scope of Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to any site where the Scope of Services are performed and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Scope of Services by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

2.0 COMPENSATION

2.1 Maximum Contract Amount. City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Rialto beyond City's control, and will vary dependent upon the number and type of Public Works capital projects requiring the Consultant's services; and no guarantee of the extent and type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of private land development projects and City Public Works capital projects requiring the Consultant's services has not been identified for this contract, City and Consultant hereby acknowledge and agree that the "Maximum Contract Sum" will be limited to the budget established by the City Council and the total collective sum of individual Purchase Orders issued to Consultant pursuant to and during the term of this Agreement. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment for time and materials based upon the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D", or (iii) such other methods as may be specified in the Schedule of Compensation. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense, and all other necessary expenditures required to perform the professional services under this Agreement. Compensation shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefore.

It is expressly agreed that the maximum contract amount of this Agreement is undefined, subject to the number and type of Public Works capital projects requiring the Consultant's services throughout the duration of the term of this Agreement. Consultant shall be entitled to compensation in accordance with separate City authorized "Task Orders" (Purchase Orders) with corresponding Not-to-Exceed payment amounts established pursuant to the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D". Consultant's compensation shall be limited to the amount identified on each separate, individually authorized Task Order corresponding to a City Project requiring the services of the Consultant.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the Contract Officer, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within thirty (30) days after receipt of the invoice or as soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City or Consultant, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment shall be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Rialto City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. City and Consultant shall establish individual Schedules of Performance for separate Task Orders corresponding to City Projects for which the Consultant is required to provide the Scope of Services hereunder this Agreement. Consultant shall prosecute regularly and diligently the Scope of Services of this Agreement in accordance with such agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed given by the City, and shall perform the Scope of Services within the time period(s) established in the individual Schedules of Performance for separate Task Orders corresponding to City Projects for which the Consultant is required to provide the Scope of Services hereunder this Agreement.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Administrator in writing of the causes of the delay. The City Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Administrator such delay is justified. The City Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. The term of this Agreement shall commence on May 28, 2013. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect until June 30, 2016. At the sole discretion of the City Administrator, upon written notice to Consultant, the term of this Agreement may be extended for two (2) additional one (1) year terms on the same terms and conditions as contained herein without any further signature of the parties to effectuate any such extension. Said notice shall be delivered prior to June 30, 2016, for the initial one (1) year extension (if granted by the City Administrator); and prior to June 30, 2017, for the final one (1) year extension (if granted by the City Administrator).

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following representative of Consultant is hereby designated as being the main point of contact of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Chris Baca, Deputy Director of CM & Inspection.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing representative is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing representative may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator of City, and is subject to change by the City Administrator. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Scope of Services will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of the Scope of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing the Scope of Services hereunder.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Scope of Services hereunder by Consultant, its agents, representatives, or employees. In the event the City Administrator determines that the Scope of Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Administrator or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Administrator.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain

endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Administrator prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Administrator may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other

agreement relating to the City or its operations shall limit the application of such insurance coverage.

- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Administrator and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Scope of Services performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Administrator or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Rialto or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Rialto, its officials, employees, and agents are named as an additional insured..." ("as respects City of Rialto Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Rialto Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named, 10 days notice if cancellation is due to nonpayment of premium." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Rialto shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness, or willful misconduct of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Scope of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Scope of Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with

generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California.

8.2 Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the Parties shall be presented to the City Administrator or his authorized representative by the Consultant's provision of a letter or other writing setting forth the general nature of the dispute, the disputed facts believed to be true by the Consultant, the relevance of those facts to the dispute in question, and a statement that the dispute is being submitted to the City Administrator or his authorized representative pursuant to this Section 8.2 of this Agreement. Upon receipt of any notice of a disputed fact as provided immediately above, the City Administrator or his authorized representative shall set a hearing to be conducted within thirty (30) days and shall direct the head of the department having the most knowledge concerning the dispute to assemble the City's position with respect to the matters set forth in the notice of dispute. At the hearing, the Consultant and the City Department Head, or their attorneys, shall have the right to call and examine such witnesses as shall have knowledge of the facts relevant to the matter in dispute. All witnesses shall be sworn under oath and the hearing before the City Administrator shall be transcribed by a court reporter. The costs of the court reporter shall be split equally between the Consultant and the City. The hearing before the City Administrator or his authorized representative may be continued from time to time as necessary to elicit all relevant evidence with regard to the disputed fact. Within thirty (30) days of the close of the hearing, the City Administrator or his authorized representative shall issue his or her written decision and mail the same to the Consultant. The decision of the City Administrator or his authorized representative shall be conclusive.

This Section 8.2 does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making the final decision of any administrative official representative or board on the question of law. Nothing in this Section 8.2 shall prohibit the City from terminating this Agreement pursuant to Section 3.5 of this Agreement.

8.3 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Administrator, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.5.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the Scope of Services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Scope of Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S.

letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Rialto
Attention: City Administrator
150 S. Palm Ave.
Rialto, California 92376
Telephone: (909) 820-2689
Facsimile: (909) 820-2527

To Consultant: Willdan Engineering
650 E. Hospitality Lane, Suite 250
San Bernardino, CA 92408
Attention: Chris Baca, RCI
Telephone: (909) 386-0200
Facsimile: (909) 888-5107

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Consultant have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By _____
Deborah Robertson
Mayor

Date _____

Agreement No. _____

ATTEST:

By _____
Barbara McGee
City Clerk

APPROVED AS TO FORM:

By _____
Jimmy L. Gutierrez
City Attorney

RECOMMENDED:

By _____
Marcus L. Fuller
Public Works Director/City Engineer

CONSULTANT

By: Willdan Engineering, a California corporation

Firm/Company Name

By: _____

Signature (notarized)

Name: _____

Title: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

State of _____)
County of _____)ss

On _____
before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

By: _____

Signature (notarized)

Name: _____

Title: _____

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of _____)
County of _____)ss

On _____
before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

EXHIBIT "A"

SCOPE OF SERVICES

General Scope of Services – The Consultant shall provide first class work and services for providing construction management and inspection services of various improvements related to private land development projects, including, but not limited to: rough grading, street, sewer, water, storm drain, precise grading/paving, traffic signal, and traffic striping/signage. Appropriate inspection services shall be provided on review and approval of on-site and off-site improvements associated with private land development projects. The Consultant shall ensure all required improvements are constructed to appropriate standards and in accordance with the approved plans for the work. Construction management services associated with private land development projects shall be provided to the extent that changes to the approved plans are requested by the developer/owner, and require review and approval by the City Engineer; coordination of materials testing and inspection services shall be provided (with all costs associated with materials testing/inspection paid for by the developer/owner).

The Consultant shall ensure approved Water Quality Management Plans (a "WQMP") are implemented accordingly. The Consultant shall verify the developer/owner has obtained clearance under the Statewide General Permit (currently: Board Order 2009-0009-DWQ General Permit No. CAS000002), and has been issued a Waste Discharge Identification Number (WDID#). The Consultant shall also confirm that all construction activities within the City of Rialto conform to requirements identified in the City's current National Pollutant Discharge Elimination System ("NPDES") Permit (currently: Board Order No. R8-2010-0036, NPDES No. CAS 618036). The Consultant shall review installation of all required storm water pollution control measures identified on the approved WQMP.

The Consultant shall provide first class as-needed construction management and inspection services associated with various City Projects, including: street improvements, storm drainage improvements, traffic improvements, and facilities construction. For work provided on assigned City Projects, the Consultant shall provide services as described in Chapter 16, "Administer Construction Contracts," of the State of California Department of Transportation's ("Caltrans") Local Assistance Procedure Manual (LAPM).

City's Required Scope of Work

The following scope of work was identified in the City's Request for Proposals (RFP#13-028) and outlined the required scope of work to be provided by the Consultant:

Technical Scope of Services

Pre-Construction Phase:

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer's estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.

EXHIBIT "A"

SCOPE OF SERVICES

4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

Construction Phase

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.

EXHIBIT "A"

SCOPE OF SERVICES

15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.

EXHIBIT "A"
SCOPE OF SERVICES

10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Observe construction safety, public safety and convenience, and report discovered problems to City.
17. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
18. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
19. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
20. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
21. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
22. Coordinate preparation and submittal of as-built plans to City upon project completion.
23. Prepare preliminary and final punch list and follow through with contractor until completion.
24. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

The Consultant shall provide encroachment permit coordination and inspections (including work associated with public and private utility companies and/or their contractors). Initially, the Consultant shall provide the following work:

- Review the City's existing encroachment permit application forms;
- Review existing encroachment permit application forms from other agencies;
- Prepare draft encroachment permit application forms, licenses, indemnification agreements, and other forms for City review and approval;

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- Propose permit tracking system to adequately coordinate issuance of encroachment permits

For work provided on miscellaneous encroachment permit inspections (including work associated with public and private utility companies and/or their contractors), the Consultant shall provide the following work:

1. Review plans, specifications, and other encroachment permit related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Provide inspections to ensure encroachments are constructed according to permit requirements.
5. Direct and notify encroachment permittees about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Ensure that encroachment permittees do not install materials without approved material testing certifications. Any failed tests shall be reported and direct encroachment permittees to take correction measures to achieve compliance.
11. Coordinate and ensure access to adjacent businesses/residents is maintained during encroachment permittee work.
12. Observe construction safety, public safety and convenience, and report discovered problems to City.
13. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
14. Upon completion of encroachment permittee work, conduct final inspection and close-out encroachment and construction/excavation permits.

EXHIBIT "A"
SCOPE OF SERVICES

Consultant's Specified Scope of Work

The following scope of work was identified in the Consultant's proposal to the City. To the extent certain services may not be explicitly described in the Consultant's scope of work, but were required as a part of the City's scope of work identified in its RFP #13-028, those services shall be considered as included in and a part of the Consultant's specified scope of work as herein described on the following pages.

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SCOPE OF SERVICES

Section B – Scope of Work

B1 – Scope of Work

Preconstruction Services

Constructability Review

1. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
2. Conduct a thorough review of the construction plans and specifications.
3. Prepare a list of the following, including potential recommended corrections:
 - a. Difficulties of completing any element of construction;
 - b. Conflicts between elements or the environment;
 - c. Elements of construction that could be substituted with more efficient materials and associated methods;
 - d. Elements of the construction that are not appropriately compensated by the bid schedule.
4. Verify through design support consultation that each identified item of concern is being interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.
6. Prepare a report of findings, and outline recommendations to reconcile issues discovered and generally to expedite the project.
7. Prepare bid documents for advertising.
8. Coordinate answering of questions with designer and issue required addendums.

Evaluation of Contractors' Bids

The Willdan team will support the City during the general contractor selection process. The Willdan team will attend the pre-bid meeting, if any, and will perform a review of the bids to confirm that each is in conformance with the Request for Bid

requirements. This support will occur for all necessary general contractor selections.

Preconstruction Conference

With the selection and notification of the successful bidder, the Willdan team will conduct a pre-construction meeting. In attendance at this meeting will be the successful contractor, the Willdan team, representatives of the City's design consultant and the City. The purpose of this meeting is to: a) review the project protocol and procedures that will be followed; b) review the contract scope of work with the general contractor; c) verify that all required bonds and insurance certificates have been received from the general contractor; d) review all inspection requirements including deputy inspection and observations by the engineer-of-record; e) review the public funding requirements; and f) review the general contractor's proposed work plan.

Construction Services

Construction Administration Compliance

Site Reviews. Once the general contractor has moved onsite, the Willdan team will continuously monitor and observe the work performed. These observations and inspections will focus on ensuring that the materials and their installation are in conformance with the contract drawings and specifications. These observations and inspections will also focus on coordinating and verifying that all required deputy inspections, materials testing, and engineer-of-record observations not only occur, but also occur at the appropriate time and do not cause any delays to the project.

The results of these daily observations and inspections will be documented in a Daily Site Report. The Daily Site Reports will document work activities, observations, number and type of personnel onsite, weather conditions, number and type of equipment onsite, visitors to the site, and any unusual or pertinent happenings.

Non-Conforming Work. Any work observed during the observation and inspection that does not meet the requirements of the contract drawings and specification will be documented via a Non-Conformance Report. These Non-Conformance

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Reports will be given to the general contractor and a copy provided to the City. The Willdan team will maintain a log of the Non-Conformance Reports. This log will document the non-conformance report number, the nature of the non-conformance, the date the report was issued, the resolution, and the date of the resolution.

Request for Information. During the course of the construction, it is inevitable that the general contractor will require clarification as to the intent or specific details on the contract drawings. In order to obtain the clarification, the general contract will issue a Request for Information (RFI). The Willdan team will typically allow the general contractor to utilize his own RFI form with which he is most comfortable. This form will have a sequential number, an issuance date, an area for identifying/describing the required clarification/information, an area for the answer, and a required date. These forms will be submitted by the general contractor to the Willdan team. The Willdan team will forward these RFIs to the City's design consultant. The Willdan team will maintain a log for the RFIs. This log will document the RFI number, the nature of the RFI, the date of the RFI was issued, the date it was forwarded to review, the name of the reviewer, the RFI response, the date it was received back from the reviewer, and the date it was forwarded to the general contractor.

Communications. The Willdan team will strive to have all communication between the general contractor, the City's personnel, and the City's design consultant flow through it. All communications will be documented (telephone calls by notes and emails by hard copy printouts) and filed. If the City so desires, a log of all communications will be maintained.

Weekly Progress Meetings. A weekly progress meeting will be conducted with the general contractors. It is anticipated that the City will attend with the City's design consultant when warranted. This meeting will be held at a fixed time and day of the week, and will review the work completed in the past week and the work planned for the next 2 weeks. Discussions will focus on all

key issues affecting the work, including any coordination issues with the testing laboratory or any other outside agency. In addition, the Non-Conformance Report, RFI, and submittal logs will be reviewed. Weekly meetings will be chaired by Willdan's Construction Manager. Detailed notes of the meeting will be transcribed and provided to all attendees prior to the next meeting.

Progress Photographs. Digital photographs documenting all key areas of construction will be taken daily. The digital images will be stored both electronically and in hard copy.

Schedule. Prior to finalizing the general contractor's contract, the Willdan team will review the general contractor's CPM schedule to determine if it is realistic and achievable. If the Willdan team has any concerns with the general contractor's schedule, they will be addressed and resolved prior to signing the contract and starting any work. Once the contract is signed, the schedule is cast-in concrete and the only thing that can change it is a change order. Having a change order that increases work scope and thus contract value does not automatically mean a change in schedule duration. In general; only change orders that address any work on the critical path have the potential to have an impact on schedule. In estimating the cost for change orders, the Willdan team will analyze the impact on the schedule by any change orders. Along with budget control, a proactive approach to schedule control on the Willdan team's part will help to meet the City's schedule requirements.

Document Control. All Document Control Procedures established by the City will be followed. Both hard and electronic copies of all documents, including correspondence, contract drawings, submittals, standard forms, report, and submittal logs will be kept current during the project and will be delivered to the City as final project documentation.

Change Order/Claims/Disputes. The general contractor will submit any Change Order Request to the Construction Manager. At the pre-construction meeting, the format of the Change Order Request and the required backup will be

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determined. The general contractor will be expected to justify any change, including a breakout of all quantities, materials prices, labor hours, labor rates, overhead and profit markups, and any impact on schedule. The Willdan team will review the Change Order Request. If the Willdan team does not agree with the request, the Willdan team will negotiate with the general contractor until an agreement is reached. If all parties are in agreement with the Change Order Request, Willdan's Construction Manager will prepare a Recommendation for Approval for the Change Order Request and obtain the City's design consultant's agreement. As with RFIs, the date the request was received from the general contractor will also be logged along with the disposition. This log will also include all identified potential Change Order Requests.

Willdan employs the latest techniques in the analysis of claims for extension of time due to delays in the schedule. Cost schedule integration will be performed to establish the actual damage incurred due to delays.

Quality Control. Willdan will perform quality assurance and quality control of this project through a diligent review of all documentation and an inspection of all work. Quality assurance and quality control will begin with the pre-construction meeting, at which time the scope of the project and control requirements will be reviewed with the general contractor. Once construction begins, the next step in the quality control process will be the verification of materials and components to be installed. Once the materials and component are delivered onsite, Willdan's Construction Manager and inspector will inspect and test these materials and components to verify they match what was called for on the construction documents. The Construction Manager and inspector will coordinate material inspections and all testing will conform to the CALTRANS Frequency Tables as shown in Exhibit 16-R of the Local Assistance Procedure Manual as a guideline. The Construction Manager will maintain a detailed record of samples, tests, and material releases, and certification of compliance for the project.

Progress Payments. The general contractor will prepare his monthly Application for Payment on either the City's standard form, or the general contractor's form directed at the beginning of the project by the City. The application will be based on the general contractor's installed qualities or percentage complete for each of the Scheduled of Values contains in the general contractor's contract. The general contractor will submit his monthly pay application to Willdan's Construction Manager. The Willdan team will review the application and any disagreement will be discussed. Willdan's Construction Manager will then forward his recommendation for approval of the Application for Payment to the City.

Submittals. The contract specifications require the general contractor to provide submittals consisting of a technical data sheet and/or shop drawings for specific components/materials bring installed. These submittals are required to be reviewed by the City's design consultant. Prior to the start of construction, Willdan will request the City's design consultant to prepare a summary list of all submittals required, which will be reviews with the general contractor at the pre-construction meeting. The general contractor's submittals will be reviewed by the Construction Manager. As with RFIs, the Willdan team will maintain a log for the submittals. This log will document the submittal number, the nature of the submittal, the date the submittal was issued, the date it was forwarded to the reviewer, what the review is, the disposition of the submittal, the date it was received back from the reviewer, and the date it was forwarded to the general contractor.

As-Built Drawings. The general contractor's contract with the City will require him to redline a set of drawings in order to create an as-built set. Willdan's Construction Manager will periodically review the general contractor's as-built (record) drawings to verify that he has redlined all field changes/discrepancies and has identified all discovered underground utilities on the plans.

Contract Close-Out. Willdan recognizes that Project Closeout requires a methodical step-by-step review of all completed work and submitted

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documentation. Project Closeout initiates when the general contractor indicates he is prepared to start closeout procedures. The first focus is on the work completed. The Willdan team, in conjunction with the City, the City's design consultant, and the general contractor, will conduct a walk down at the project in order to establish a punch list. Willdan's Construction Manager will then monitor the general contractor's progress in working off the punch list. Once the punch list has been completed, a final walk down with the same parties will be conducted to agree on final acceptance of the work. The Willdan team will coordinate with the City's design consultant to obtain and file Certificates of Substantial Completion. The Willdan team will coordinate and receive from the general contractor all required Operations and Maintenance Manuals, Warranty Certificates, Survey Notes, and redlined drawings. The Willdan Resident Engineer will obtain the Final Labor Summary and Final Labor Certificate as part of the Review and Recommendation for Final Application for Payment.

Construction Inspection

The construction inspection services are generally to be performed in accordance with the provisions of the latest editions of the Caltrans Standard Specifications, project specifications, City of Rialto's Standard Plans, "Greenbook", and the Public Work Inspector's Manual.

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Meet with City staff to review the scope of work and establish project schedules.
4. Attend preconstruction meeting.
5. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
6. Verify that the Contractor conforms to design survey line and grades.
7. Attend weekly progress meetings with the Resident Engineer, Contractor, and subcontractors.
8. Provide full-time and as-needed construction inspection of the work, including night work, to monitor materials and methods toward compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
9. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations.
10. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
11. Meet with the Contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.
12. Conduct daily measurements of quantities of work with the Contractor.
13. Review actual Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
14. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
15. Ensure compliance of Underground Service Alert notification/delineation.
16. Attend weekly jobsite meetings and other meetings with City staff, merchants, engineer, public relations personnel, contractor, and construction administrator, as needed.
17. Observe construction safety, and public safety and convenience, and report discovered discrepancies to the Resident Engineer.
18. Evaluate Contractor's operation and production with respect to quality and progress, and report to Resident Engineer, construction administrator and City.

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19. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction, and store in three-ring binder for permanent reference.
 20. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
 21. Closely monitor testing results and require the Contractor to provide corrective measures to achieve compliance.
 22. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
 23. Prepare and maintain detailed daily diary inspector reports on construction progress.
 24. Prepare clear and concise letters and memoranda, as needed. A solid paper trail will be established.
 25. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
 26. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
 27. Analyze delays and review claims on a timely basis and make recommendations to the Resident Engineer.
 28. Review and evaluate requests for change of work.
 29. Maintain all data for change orders, and record information with regards to the time of dispute, time of notification by the contractor, and action taken by the inspector.
 30. Provide complete measurements and calculations documented to administer progress payments. Ensure that the Contractors sign conditional or unconditional lien releases and waivers (in the form provided by California Civil Code 3262), as a condition to processing all certificates for payment.
 31. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City's Design Consultant will transfer the Contractor's record drawings to original Mylar drawings.)
 32. Prepare punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
 33. Obtain from the Contractors lien waivers, bonds, guarantees, warranties, and other documents required by the Contract Documents for the final contract Closeout.
 34. Schedule final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; recommend final acceptance. Prepare certificates of acceptance and substantial completion.
 35. Prepare documentation for final payment to the Contractor.
 36. Upon project completion, provide the finished set of project workbooks to the City.
- Federal Labor Compliance**
1. Review federal labor compliance components of project specifications to ensure they are in accordance with current labor regulations and requirements.
 2. If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
 3. Verify applicable wage determination ten (10) days prior to bid opening; document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
 4. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board and non-

EXHIBIT "A"

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- appearance on Federal List of Parties Excluded (debarment list).
5. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
 6. Prepare various monitoring and reporting documents as required.
 7. Verify and document job-site posting of wage rate information and labor compliance posters.
 8. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
 9. Follow up with contractor by telephone and certified mail regarding required document submittals and payroll discrepancies.
 10. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
 11. Receive, pursue, and document labor complaints; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
 12. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
 13. Coordinate project file reviews by authorized county, state, and federal agencies.
 14. Submit complete federal labor compliance file to City for retention. (Note: federal labor compliance files are to be retained for a period of not less than three (3) years.)
 15. Procure final DBE Report and miscellaneous federal reports required of the Contractor.
- Caltrans Award Submittal and Invoicing**
1. Send a copy of the Notice of Pre-construction Meeting to Caltrans.
 2. Prepare the Award Cover Letter and Local Agency Contract Award Checklist (LAPM Exhibit 15-L).
 3. Prepare the Detail Estimate and Summary (LAPM Exhibit 15-M), and Finance Letter (LAPM Exhibit 15-N) based on the low bid.
 4. Obtain from the contractor, the Local Agency Bidder – UDBE Commitment (Construction Contracts) - (LAPM Exhibit 15-G1) and Local Agency Bidder – DBE Information (Construction Contracts) - (LAPM Exhibit 15-G2) based on the low bid.
 5. Prepare the Resident Engineer's Construction Contract Administration Checklist (LAPM Exhibit 15-B) to help the local agency with the administration of the Federal-aid project.
 6. Submit to Caltrans DLAE item nos. 2 through 5 along with the following items provided by the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, and the as-advertised PS&E.
 7. Prepare up to three (3) Progress Invoices (LAPM Exhibit 5-A) based on the following items provided by the City: contractor's contract progress reports and construction engineering consultant invoices (if federal funds are authorized for CE) and submit to Caltrans DLAE.
 8. Prepare the Federal Report of Expenditures Letter and the Report of Expenditures Checklist (LAPM Exhibit 17-A) based on the Statement of Working Days.
 9. Prepare the Local Agency Final Inspection Form (LAPM Exhibit 17-C) to initiate Caltrans' job site review and verification of completion of the project.
 10. Prepare the Materials Certificate (LAPM Exhibit 17-G) for Resident Engineer's signature to show that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and construction operations controlled by sampling

EXHIBIT "A"

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and testing were in conformity with the approved plans and specifications.

11. Prepare the Final Invoice (LAPM Exhibit 5-A), Final Detail Estimate and Summary (LAPM Exhibit 15-M), and Change Order Summary (LAPM Exhibit 17-E) based on the following items provided by the City: the contractor's final contract progress report and construction engineering consultant final invoices (if federal funds are authorized for CE).
12. Submit to Caltrans DLAE item nos. 8 through 11 and attach the following items provided by the City: Local Assistance - Federal - Final Report - Utilization of DBE, First Tier Subcontractors (LAPM Exhibit 17-F) and DBE Certification Status Change (LAPM Exhibit 17-O) to initiate timely project closure and payment.

Include documents and submittals in a Federal Funding File and make a hard copy or PDF formatted file on a CD for the City.

B2 – Identification of Budget and Allocation of Resources

Willdan is committed to providing the staffing and resources required to complete the City's projects and meet its needs on schedule and at the rates stated. To ensure we meet this commitment, we will prepare labor projections and resource allocations for all of the projects requested. The Principal-in-Charge and Contract/Project Manager will be the primary contacts for the City. Once the needs are known, they can prepare staff allotments and estimates for review and discussion with appropriate City staff. The City can rest assured that sufficient dedicated staff will be available for the project.

All of our key personnel will be accessible to City staff during normal business hours, within reasonable limitations. No substitution of key staff will occur without the written approval of the City.

Additional Services – Consultant shall provide an on-call as needed part time permit clerk to coordinate and assist the City in issuance and tracking of encroachment permits.

END OF EXHIBIT "A"

EXHIBIT "B"
CITY'S REQUEST FOR PROPOSALS

CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE

EXHIBIT "C"
CONSULTANT'S PROPOSAL

CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE

EXHIBIT "D"
SCHEDULE OF COMPENSATION

CONSULTANT'S SCHEDULE OF FEES FOLLOWS THIS PAGE

WILLDAN ENGINEERING
Schedule of Hourly Rates

Effective July 1, 2012 to December 31, 2013

[illegible]

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2012 thru June 30, 2013, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.

EXHIBIT “E”
SCHEDULE OF PERFORMANCE

The services provided hereunder this Agreement shall occur on an as-needed “on-call” basis, pursuant to separate individual task orders. The City and Consultant shall agree on a schedule of performance for scopes of work on assigned projects.

END OF EXHIBIT “E”