



City of Rialto

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

Legislation Text

File #: 17-970, **Version:** 1, **Agenda #:** TAB12

For City Council Meeting [October 24, 2017]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Adopt **Resolution No. 7221** Appropriating Park Development Impact Fee Funding in the amount of \$267,000; (2) Award a Professional Services Agreement to Wallace and Associates Consulting, Inc., for Construction Management and Inspection Services for the Construction of Joe Sampson Park, City Project No. 150303, in the Not-to-Exceed amount of \$300,000; (3) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders for Unforeseen Conditions and Contract Changes in the Work, in the Amount of \$130,000 for the Construction of Joe Sampson Park.

(ACTION)

BACKGROUND:

On October 10, 2017, the City Council awarded the construction contract for Joe Sampson Park to KASA Construction Inc., of Chino, California (KASA), in the amount of \$5,147,000. KASA was the low bidder out of eleven (11) companies publically bidding on the project. Since KASA is poised and ready to proceed with pre-construction activities, securing a firm to provide construction management, inspection services and materials testing is the next step in moving the project towards construction.

ANALYSIS/DISCUSSION:

City staff solicited construction management, inspection and material testing service proposals from four qualified City short-listed on-call professional service firms. Each firm provided not-to-exceed cost proposals to provide services meeting the City's Request for Proposal. The following table lists the firms and their respective proposal amounts, in alphabetical order:

Firm	Firm Location	Proposal Amount
<u>Dudek</u>	Riverside, CA	\$498,155
KOA Corporation	Ontario, CA	\$316,960
Wallace & Associates Consulting, Inc.	Corona, CA	\$299,872
Willdan	Industry, CA	\$279,430

Summarizing the proposals as a group, each firm proposed on the project based upon an assumption that they would employ a full-time on-site construction inspector (or on-site representative). With the construction contract specified at 200 working days, this amounts to approximately 1,600 hours of inspection oversight. All firms proposed to provide construction management/contract administration support. All firms also provided a not-to-exceed budgetary amount for the cost of material testing services (concrete and asphalt testing, soil compaction testing, chemical tests of the soil, etc.). One of the firms proposed to conduct labor compliance using outside forces, while the other three proposed to use in house staffing.

The overall difference in proposal costs between the four firms is primarily due to three factors: 1) differing costs for the various staffing classifications to be assigned to the work; 2) differing approaches to conducting the construction management and administrative tasks supporting oversight of the work; and 3) the estimated cost of material testing services to support the construction work.

In alphabetical order, the following summarizes information from each of the individual proposals, and compares that information against the equivalent information within the other proposals:

- Dudek proposed to provide a full-time On-Site Representative (Inspector) and a ½ time Construction Manager, along with approximately 2.5 hours per week of Principal oversight. Labor compliance would be handled by a subconsultant, as would material testing. The budgetary estimate for materials tests may be significantly higher than might actually be needed. Dudek was sparing on details as to how they would provide construction management or inspection of the work. The listed On-Site Representative (Inspector) has park inspection experience. The Construction Manager has extensive park oversight experience.
- KOA Corporation (KOA), proposed to provide a full-time Sr. Construction Inspector and an approximate 1/3 time Project/Construction Manager, along with approximately 2 hours per week of in-house Administrative/Labor Compliance support. The budgetary estimate for materials tests may be slightly higher than might be actually needed. KOA proposes several staff to cover the Sr. Construction Inspector assignment (no primary individual identified), and all have some park inspection experience. The proposed Project/Construction Manager has overseen multiple park projects.

- Wallace and Associates Consulting, Inc. (Wallace), proposed to provide a full-time Construction Manager/Inspector, along with 2 hours per week for a Project Manager, 2 hours per week for a QSP Inspector, and up to 20 hours per week for a Project Administrator. The budgetary estimate for materials tests may be at or slightly below what might be actually needed. The identified Construction Manager/Inspector has overseen construction of multiple park projects. The time allotments for all listed project personnel other than the Construction Manager/ Inspector are noted in the proposal as “as-needed.”
- Willdan proposed to provide a full-time Public Works Inspector along with 16 hours per week for a Construction Manager, and a total of 24 hours per week for Clerical support. The budgetary estimate for materials tests may be at or slightly below what might be actually needed. Willdan did not provide resumes or identify specific staff whom would be assigned to the project within their Proposal.

While both the Wallace and Willdan firms have provided competent services and experienced staff on past work within the City of Rialto, all four firms are fully qualified and capable of doing the work, and all have provided construction management and inspection services for similar park projects. All firms have competent, experienced staff or contract staff, which the City can rely upon to oversee the management and inspection of the construction contract, and whom can ensure that the City receives a park that is built to the requirements of the plans and specifications.

Professional service consultants are selected based upon qualifications; consequently, the City may choose any of the four firms that provide the best value service meeting the City’s needs. Staff recommends Council select Wallace and Associates Consulting, Inc., as the most competent firm to deliver the necessary construction management, inspection and materials testing services for Joe Sampson Park.

Additionally, staff recommends Council approve an additional authorization amount of two and one half percent (2.5%) for unforeseen conditions, additional required work, and/or city-initiated changes during construction. Specifically, this contingency will be used for as yet unknown costs for Southern California Edison (SCE) to provide new electrical service to the park (currently under design by SCE), for unforeseen conditions or work (such as if unknown underground structures are encountered, utilities not located as per atlas sheets, etc.), changes to the plans to meet geotechnical inconsistencies, permitting costs from San Bernardino County, which may be needed due to the work being proximate to the County’s flood control channel (encroachment permit and costs to install fencing, etc.), for normal and usual construction contract final as-built quantity adjustments, and for any additional work items that may be requested by the City during construction. Any or all of the above conditions/issues could be encountered in this project.

Approving this requested additional authorization allows Public Works to ensure that the project adheres to schedule, by allowing items that arise to be resolved rapidly, without impacting construction progress or incurring unnecessary additional costs. Further, as is customary and standard practice, Public Works will summarize and report to the Council the amount and use of any contingency funds, when the City Council approves the project’s Notice of Completion. Public Works will not authorize any expenditures in excess of the authorized amount without returning to City Council for approval.

A layout exhibit of Joe Sampson Park is included as **Attachment 1**. All four proposals are attached, in alphabetical order, as **Attachments 2, 3, 4 and 5**. The City's standard Professional Services Agreement is included as **Attachment 6**.

ENVIRONMENTAL IMPACT:

Approval of the professional services agreement in and of itself does not constitute a "Project" as defined by the California Environmental Quality Act (CEQA). However, 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. Therefore, since the professional services will be for the purpose of overseeing construction, the Project is subject to state environmental review pursuant to the California Environmental Quality Act (CEQA). The City, acting as the lead agency pursuant to CEQA, prepared an Initial Study and a Mitigated Negative Declaration (MND) for the Project. The MND was circulated for public review and comment and the comment period ended on October 2, 2017. The project was approved by the Development Review Committee on October 11, 2017, and the City filed a Notice of Determination with the County Clerk on October 16, 2017.

GENERAL PLAN CONSISTENCY:

Approval of this action complies with the following City of Rialto Guiding Principles, General Plan Goals and Policies:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Goal 2-24: Take advantage of opportunities to increase and enhance open spaces throughout Rialto.

Goal 2-27: Provide a variety of park facilities that meet the diverse needs and interest of the community.

Policy 2-27.1: Establish a Master Plan for Parks and Recreation that achieves a park ratio of 3.0 acres per 1,000 residents, evenly distributes park facilities throughout the community, and contains strategies for funding facilities and maintenance.

Policy 2-27.2: Plan for and designate adequate funding to maintain new and existing parks and facilities.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and Professional Services Agreement.

FINANCIAL IMPACT:

Staff recommends that the City Council appropriate \$267,000 from Park Development Funds to supplement the project budget, allowing the award of the Construction Management and Inspection Services with Wallace and the requested additional construction allowance amount for the project as shown in the project funding **Table 1** below:

Table 1- Joe Sampson Park Funding Table

Joe Sampson Park Development- Project No 150303	Current Budget	Requested Appropriation	Adjusted Budget	Actual/ Encumbered	% of Total Budget	Account No
01 DESIGN	\$ 429,551	\$ -	\$ 429,551	\$ 429,551	7%	300-500-8150-3001
04 ADMINISTRATION	\$ 20,000	\$ -	\$ 20,000	\$ 20,422	0%	300-500-8150-3001
05 CONSTRUCTION	\$5,417,000	\$ -	\$ 5,417,000	\$ 5,417,000	86%	210-500-4750-3001
05 CONSTRUCTION ALLOWANCE	\$ -	\$ 130,000	\$ 130,000	\$ -	2%	210-500-4750-3001
13 OVERHEAD ALLOCATION	\$ 10,000	\$ -	\$ 10,000	\$ -	0%	300-500-8150-3001
15 CONSTRUCTION SUPPORT	\$ 20,000	\$ -	\$ 20,000	\$ -	0%	210-500-4750-3001
16 CONSTRUCTION MANAGEMENT	\$ 163,000	\$ 137,000	\$ 300,000	\$ -	5%	210-500-4750-3001
Total Uses of Funds	\$6,059,551	\$ 267,000	\$ 6,326,551	\$ 5,866,973	100%	

The professional service agreement with Wallace and Associates Consulting, Inc. for Construction Management and Inspection Services in the not-to-exceed amount of \$300,000 will be paid from the Park Development Impact Fee Fund Capital Account No. 210-500-4760-3001-150303-16.

LICENSING:

A Business license application and payment of a Business License tax at the appropriate Professional Services rate of \$354 will be paid by the firm prior to issuance of the Notice to Proceed.

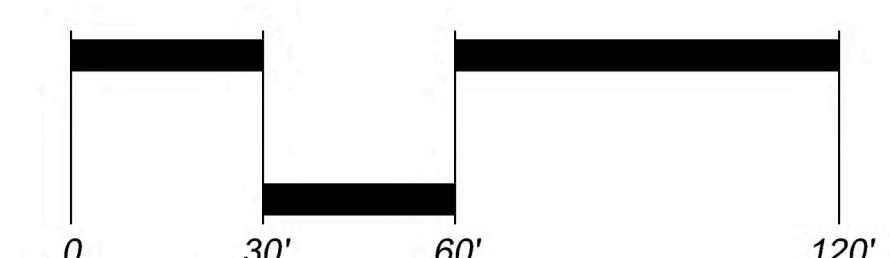
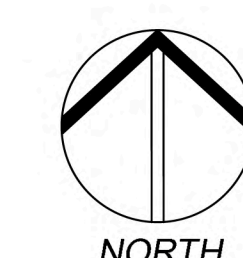
RECOMMENDATION:

Staff recommends that the City Council:

- Adopt the Resolution.
- Award a Professional Services Agreement for Construction Management and Inspection Services for the Construction of Joe Sampson Park, City Project No. 150303, to Wallace and Associates Consulting, Inc., in the not-to-exceed amount of \$300,000; and
- Delegate authority to the City Administrator to approve and execute construction contract change orders for unforeseen conditions and contract changes during construction, in the amount of \$130,000 for the Construction of Joe Sampson Park, City Project No. 150303.



MASTER PLAN CACTUS-RANDALL PARK



DATE: 2/3/17
PROJECT #: 160838





CONSTRUCTION MANAGEMENT AND INSPECTION OF JOE SAMPSON PARK

PREPARED FOR
Lockwood Engineering
for City of Rialto



PREPARED BY

Dudek
3544 University Avenue
Riverside, CA 92501
800.450.1818
www.dudek.com

September 20, 2017



September 20, 2017

Mr. Ted Rigoni, PE, PMP
Lockwood Engineering
For City of Rialto

Subject: Construction Management and Inspection of Joe Sampson Park

Dear Mr. Rigoni,

We appreciate the opportunity to submit our proposal for the subject project. Dudek has managed and inspected the construction of numerous park projects throughout southern California over the past 35 years. We currently have four similar park projects under construction and understand what it takes to deliver this project on time and within budget. The RFP mentions an independent restroom building that will be delivered to the site, which is exactly what is happening at our Northshore Park project currently under construction in Indio, California. Along with the restroom building, there are five other "owner-furnished" items that need to be coordinated during construction. The key is *communication* and making sure all suppliers live up to their delivery commitments to ensure there are no delays and all work can be completed within the construction timeframe. Dudek brings the following strengths to this project:

1. **Experience** – As mentioned, we currently have four similar park projects under construction and have successfully provided construction management (CM) and inspection services on numerous other public works park projects. We are about 70% complete with a park project for the City of Fontana, which is about 10 minutes from this site, and recently assisted the City of Carlsbad's Alga Norte Park project, which was a \$30 million project requiring extensive coordination and a proactive management approach to keep the project on schedule. The key to a successful project is to communicate the goals and expectations clearly to all team members and keep the project moving by facilitating submittals, RFI's and the schedule. Our philosophy is to be *proactive* and work together with the project team to get this project done on time and within budget.
2. **Personnel** – The personnel proposed for this project are experienced in the construction of park projects and public buildings, and have a proven track record of successfully managing these types of projects. Mr. Eric Honour will be the construction manager. He is extremely organized, possesses effective communication skills, and has an attitude of partnership with all stakeholders to meet the project goals and get the job done right.

Eric will coordinate with the City's building inspectors, daily, while managing the day-to-day construction activities coordinating with the contractor as required. Dudek will also assign a full-time on-site representative to monitor daily construction activities and assist with coordination between the contractor, City inspectors, material testers, special inspectors, and other stakeholders as required. One of the key elements is to monitor the required special inspection requirements by the City's Building Inspection Department so the City can sign-off the various disciplines as the project is constructed. Eric will also be reviewing submittals, change orders, and RFI's, and processing monthly billings. He is well organized and will make sure this project is well-documented and the work is properly scheduled to minimize disruption to

the City and residents throughout the project. Rounding out our team is LDM for labor compliance and SCST for materials testing and special inspection.

3. **Resources** – Dudek has the resources and depth of personnel to complete this project to the City's satisfaction, on time and within budget. The project team will have the resources of our entire firm to support the project throughout construction. Dudek has the ability and flexibility to work with the City under a variety of staffing scenarios to make this project a success. Dudek has other divisions with expertise in environmental, hazardous waste, engineering, and construction, and each division stands ready to assist the City to successfully complete this project.
4. **Commitment** – Dudek is fully committed to the City to make this project a success. We have assigned principal-level personnel to this project that are available and stand ready to complete your project correctly. Your project is of utmost importance to Dudek and will continuously command the highest levels of attention.
5. **Team Player** – We are accustomed to serving as an extension of staff, as a team member of our clients. We have the ability to integrate our staff and capabilities with the City's staff and will keep them fully informed on the status of the project. Communication will be critical to project success.
6. **Project Controls** – Dudek and its construction management staff bring significant skill to implement project controls and document your project to protect the City from claims. The first step in claims avoidance is documentation. Our project team is very meticulous and requires the contractor to submit the necessary paperwork ensuring that the project will be accurately and correctly documented. Dudek will enforce the plans and specifications and will not make any changes unless directed by the City.

Dudek Advantage

The City will benefit from a number of Dudek strengths, including:

- A proactive management approach that is focused on avoiding project delays and meeting budgets
- A track record of successfully completed park projects on time and within budget
- Knowledge of the local environment and understanding of the City's expectations

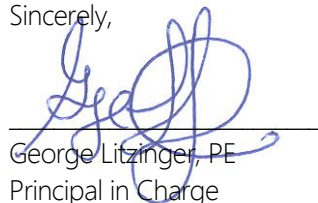
Contact for Selection Process:

Contact: George Litzinger, PE

Cell Phone: 619.980.7048

Dudek is excited about the opportunity to provide these services to the City. Should you have any questions or require additional information during the proposal evaluation process, please contact me

Sincerely,



George Litzinger, PE
Principal in Charge

1 Description of Proposed Services

1.1 Project Understanding

The new park project involves the construction of a 7.5-acre park, including a turf area, exercise stations, restroom, monument, half-court basketball courts, a shaded pavilion, playground, and walking paths. The proposed Dudek team is uniquely qualified to manage this project due to our extensive background in constructing similar active use parks and building projects.

Our role in the project will be to assist the City by providing an in-depth review of the bid documents prior to starting work. We will attempt to identify busts, ambiguities, and missing information that the contractor may use to claim delays and extra costs. Once our review is complete, we will generate a list of issues to be discussed with the City.

We understand the challenges with this project and will work with the City and residents to be good neighbors throughout the project. Dudek recently completed the Connors Park Project for the City of San Marcos, which was very similar. During the nine (9) months of construction for Connors Park, Dudek coordinated with the residents, and strictly monitored dust, noise, and start times to minimize the impacts during the project, which resulted in no public complaints.

1.2 Project Approach

We understand the complex nature of constructing a park that involves construction of turf playing fields, buildings, water features, play equipment, architectural concrete, and a large amount of ornamental landscaping. Parks are not only a work of art and centerpiece for the City, they ***must be built*** to the highest standards to withstand heavy use for many years. They must be cost effective and user-friendly for City crews to maintain. Ensuring that the park is built to these standards is Dudek's #1 goal.

Dudek will provide a full turnkey construction management team to drive the project through the construction phase to successfully deliver the project. Our construction management team is a collaborative group with the proven ability to find practical, cost effective solutions for building and park projects.



Dudek recently completed a project for the City of San Marcos very similar to the one the City is constructing. Connors Park, featured here, was sandwiched between residential buildings and an elementary school, and located on a busy thoroughfare.

We will oversee that the contractor's work meets contract documents standards, and delivers the highest-quality materials and workmanship. We strictly enforce the project specifications to verify a quality installation that meets or exceeds the project requirements. All inspections performed will be followed up with a daily construction report submitted to the City at the end of each day. The report will document construction activities, changes in conditions, labor, and equipment used.

Dudek will monitor the contractor to provide the City with a high level of performance starting at the preconstruction meeting and continuing throughout construction. Delays or deficiencies will be brought to the attention of the project team and the contractor immediately with corrective action to follow, which will include withholding of payment for unsatisfactory work.

We will monitor the contractor closely and strictly enforce project specifications to ensure delivery of an end product of the highest quality materials and workmanship.

Upon award of this project, Mr. Litzinger and Mr. Honour will be dedicated to this project. Mr. Honour will be in charge of the administrative side of the project, reviewing submittals, requests for information (RFIs), correspondence, schedule review, and change orders. Dudek will have a full-time representative on site during the project and will be responsible for quality assurance of the entire project.

Coordination and General Project Management

The construction manager and project representative will maintain ongoing interaction with the City, contractor, and design engineer through progress meetings and project updates conducted at regular intervals after the start of construction. Mr. Honour will conduct weekly progress meetings at the site with, at a minimum, the City and contractor attending.

Management and Coordination Activities

The construction manager, in conjunction with the representative, will provide the following management and coordination functions shortly after consultant contract execution:

Dudek will be responsible for aspects of contract compliance, quality assurance, verifying quantities for payment, project coordination and change orders, RFIs, submittals, monitor project schedules/updates, coordinating with multiple City departments, resident coordination, and submittal review and processing. Our goal is to communicate regularly and keep the City informed and up to date throughout the course of the project. The City can be assured they will receive a call from us first on an issue, rather than getting a phone call from the public or contractor.

Dudek will review and monitor the contractor's progress, workforce, and equipment to ensure they are adhering to their schedule throughout the course of the work. Mr. Honour will stay in regular contact with the City's project manager to discuss and provide updates on the project. He will be available at all times by cell phone and will keep in regular contact with the City. He will ensure the contractor adheres to the required hours of work. We will make it a point of emphasis at the preconstruction meeting that the contractor must keep accurate and up-to-date as-builts on site. We will review and verify these on a monthly basis as a prerequisite for each month's progress payment. Dudek will keep a separate set of as-builts as a check for the contractor's as-builts.



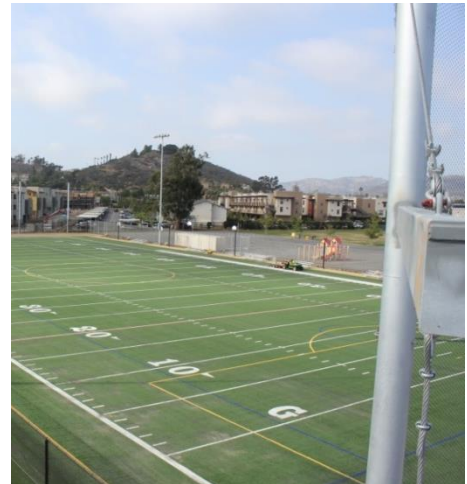
Dudek completed this park project for the City of San Marcos, Buelow Park, which included basketball courts, splash pad, picnic areas, restroom facilities, decorative hardscape, and landscaping.

Our approach has always been that early coordination and planning is the key to project success. We believe our job is to fill gaps and make sure that construction management and City responsibilities are identified and scheduled well in advance, ensuring project progress is not affected. We will deal with the contractor, the City, utility companies, the public, and others involved with the City's best interest in mind.

Our team will perform and complete all of the items listed in the RFP. Following is our approach to handling some of the key issues to successfully complete this park project.

Irrigation and Planting

At the start of construction, Dudek will field verify the static pressure of water service at the connection point supplying the irrigation system. The actual static pressure must be verified with the design static pressure in order to allow for adjustments that may be needed, such as adding a pressure reducing valve, changing nozzles, upsizing the main line, etc. A pre-irrigation/planting preconstruction meeting will be held with the contractor's landscaper, Dudek, and City staff to discuss installation and testing requirements so the contractor clearly understands the City's expectations. Dudek will coordinate regularly with City staff to schedule and perform pre-inspections (verify line depths, solvent welding of joints, proper head/nozzles, and pressure tests) of the work so the City's time will not be wasted if the work is not ready. In addition to an irrigation coverage test prior to planting, we suggest a water audit performance test be performed to measure the system coverage with catching devices, this will ensure the turf will be receiving sufficient coverage to avoid brown spots. Performing this audit will avoid the need to add additional heads after planting.



Dudek will coordinate the City staff of all plant materials upon delivery and prior to any planting. Only healthy, properly sized and high-quality plant specimens will be planted. We also suggest requiring percolation pit testing of each tree well prior to ordering trees to ensure there is sufficient drainage for each tree to prevent drowning and root rot. The contractor will be required to complete all of the irrigation and landscaping work,

including all punch list items before the maintenance period can begin. Our proposed inspector has years of experience not only inspecting, but turning over and maintaining active use parks; he understands the City's needs are to deliver a healthy and well-functioning irrigation and landscaping system.

Special Inspection

A certified ICC inspector will need to perform all of the special inspections required for the project. These inspections will include concrete, masonry, plumbing, and mechanical components as required per the plans and the City's Building Department. We will meet with the Building Department prior to construction to verify all of the special inspection requirements are completed to sign-off.

Playground Safety Audit

An inspector will check the playground layout to ensure the fall zones do not overlap and that they meet the plan requirements. Once the playground structures and surfacing are complete, we will ensure a playground safety audit is performed on each structure, by a certified CSPI inspector, and that all issues are corrected prior to opening of any of the playgrounds

Laser Level Play Fields

Tight grading tolerances and proper drainage for playing surfaces for the fields are critical so it does not become a maintenance issue resulting in regular closures due to settlement over time and rain events. Our representative will ensure that all soil compaction testing is performed during grading and for the installation of irrigation mains and laterals in these areas. This typically tends to get overlooked by other inspectors since it is not considered a structural fill area since settlement is so detrimental to these surfaces.

Our representative will perform a laser level inspection of the entire subgrade prior to the placement of any turf and infill material to ensure the field will meet the minimum grading tolerance and design drainage courses will function.

Sports Lighting Commissioning and Testing

Dudek has inspected numerous Musco Sports Lighting Systems. It will be critical that the light pole foundations are installed in the exact locations per the Musco Shop Drawing Lighting Design so the field is lighted properly and any excess light pollution is minimized. We will ensure the contractor surveys the light pole locations prior to drilling for the foundations and installing conduit. Musco will set the angle of each light fixture at the factory based on the approved lighting grid design. When the poles arrive onsite, a target must be set in the exact center of the playing field, and a laser is mounted on each pole that must line up with the target to ensure proper lighting of the field.

After the poles are installed, the lighting system is commissioned by Musco and lighting reading testing is performed to ensure the lighting readings are performing within the designed lighting grid design. We will coordinate with the contractor to ensure the sport



Connors Park included Musco Sports Lighting throughout the soccer field, basketball courts and tennis courts.

lighting system is installed properly, safely and performs per the design.

We suggest adding a spare 2-inch conduit to both the Musco lighting and site lighting. This would allow the City the flexibility to easily add a CCTV security system or public address system.

Video Documentation of Existing Conditions

The contractor and team shall document existing conditions prior to the start of construction. Existing street, driveways, roadways, walls, park trails, private property, and habitat shall be documented to record their conditions so that they can be returned to existing conditions prior to the start of construction or to resolve a dispute regarding damage caused by the contractor. We should even consider joint pre-construction surveys with the property owners prior to the start of any construction. Also, survey monitoring requirements will be done per the contract.

Erosion Control – Storm Water Pollution Prevention Plan (SWPPP)

Strict enforcement of the SWPPP will be necessary along the park boundary and roadways. We will ensure the contractor uses BMPs approved in accordance with the contract specifications.

Public Relations

We understand that the City is committed to effective communications to the residents that will be impacted by the project. It will be absolutely critical that the public are notified well in advance of construction activities, particularly traffic/access impacts, and have an outlet to voice their concerns/complaints. This notification should take place not only through regular signage, but also placing a message board on the street.

Potholing

Prior to starting the project, the contractor shall pothole the existing utilities per the plans. The contractor shall allow at least 10 days for the engineer to make changes. All pothole information reported on the City's pothole reporting form to be given to the representative.

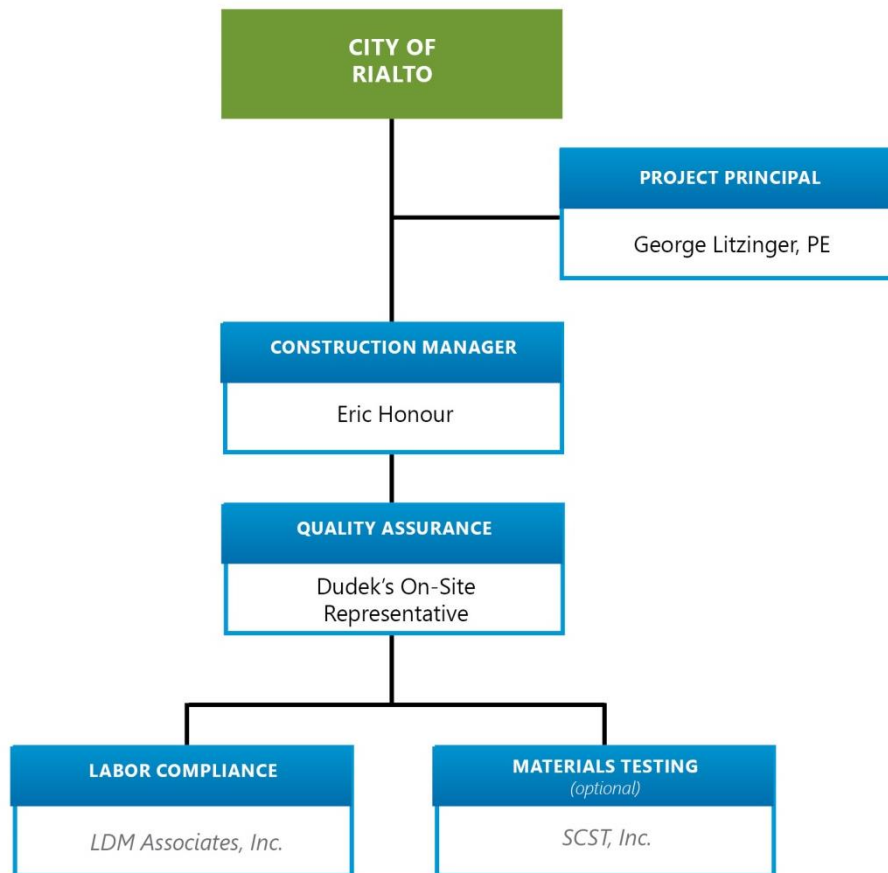
2 Proposed Team and Resumes

Figure 1 below identifies the Dudek team, proposed roles of the key personnel, and outlines the lines of communication. George Litzinger, CM Division Manager, will ultimately be responsible for all aspects of these services.

Dudek's policy is to not change managers during a project and, in this case, it is extremely important from a consistency standpoint. It is also important that all project communication and correspondence is coordinated through one person. Mr. Eric Honour will be the point of contact for the City to avoid miscommunication. It will be his responsibility to organize and direct the required resources and to implement the work plan described in this proposal.

Resumes for key staff follow the Organizational Chart.

FIGURE 1. ORGANIZATIONAL CHART



George Litzinger, PE

Project Principal/Construction Management Division Manager

George Litzinger has more than 30 years' experience, leadership, and supervision in engineering and construction. As project director, he supervises the construction management division and is responsible for all of Dudek's construction projects and programs ranging between \$50 million and \$100 million. In managing construction projects, his duties typically include: contract administration, cost control, scheduling, contract bidding/award, constructability reviews, field engineering, project coordination, claims management, and estimating.

Mr. Litzinger has managed a variety of projects for both the private and public sectors including water treatment plants, reservoirs, pipelines, golf courses, small dams, subdivisions, streets and roads, drainage projects, sewage treatment plants and fire stations.

EDUCATION

United States International University,
San Diego
BS, Civil Engineering, 1985

CERTIFICATIONS

Professional Civil Engineer CA No. 47544
California Contractor Engineering Class "A"
License No. 731744
Landscape License C-27

PROFESSIONAL AFFILIATIONS

Construction Management Association
of America
American Society of Civil Engineers
Building Industry Association
Construction Industry Federation

Project Experience

As-Needed Services

Inspection and Construction Management Services, City of Riverside Parks, Recreation and Community Services, California. Dudek was contracted to provide as-needed construction management services for *various parks and recreation projects* from September 2008 through April 2011. As project manager, Mr. Litzinger oversaw services requested and assigned project personnel.

Administrative and Construction Management Services, City of Huntington Beach, California. In June 2008, the City of Huntington Beach selected Dudek for their as-needed construction management and administrative support services contract. Throughout the 5-year contract, capital improvement projects included roadway improvements, *new park developments*, waterlines, and sewer lift station improvements.

Parks/Golf Courses

Connors Park, City of San Marcos, California. Mr. Litzinger was project principal on this 4.5-acre park project built on San Marcos Elementary School property under DSA jurisdiction. The project consisted of demolition of an existing school and park, mass grading, a reinforced concrete fenced and lighted multisport court (tennis/basketball/pickle ball), skate park, a fenced and lighted synthetic multi-use football field, Musco Sports Lighting parking lot, energy efficient lighting system. The project also included a separate design/build contract for a 2,000 SF masonry restroom/concessions and maintenance facility. This project was funded by a Community Development Block Grant (CDBG). Mr. Linsdau was responsible for administering the CDBG funding during the project and enforcing work force and prevailing wage requirements in accordance with CDBG requirements. The project was completed on time and within budget.

Alga Norte Community Park, Carlsbad, California. Mr. Litzinger was the project principal on the mass grading of the \$40 million, 32-acre park project that will consist of a 50-meter competition pool, 25-yard activity pool, pool complex, administration building, baseball fields, skate park, dog park, basketball courts, restrooms

and playground for the City of Carlsbad. The project required 220,000 CY of mass grading. Mr. Litzinger performed constructability review of the project at the 100% design phase and is now responsible for oversight of the Dudek CM Team's resources, including staff, sub consultant coordination, client liaison, budgeting and reporting to the City Council.

Poway Swim Center and Community Park, City of Poway, California. Mr. Litzinger provided pre-construction services, construction management, and construction inspection services for the swim center and skate park at the Poway Community Recreation Facility.

The City of Poway completely renovated the Poway Community Swim Center to rebuild a 10,000-square-foot, 800,000-gallon competitive pool and diving area. The existing pool was demolished down to the structural shell by carefully removing all existing tile and plaster. New construction consisted of plaster, tiles, concrete cantilever drain and decking system, inlet and outlet piping, pumps, motors, filtration system, heaters, and chlorine tanks. Specialty features included new disabled handicap lifts, starting blocks, aerial locators, and low and high diving boards. Dudek provided full-time construction inspection and construction management during all work, monitoring installation and workmanship quality, reporting all findings, and directing material testing, weekly site progress meetings, schedule compliance, change order negotiations, and final processing. The construction budget was approximately \$520,000.

The City's new 20,000-square-foot skateboard park contains three separate ramp/bowl depths, several grinding edges, and a staging area. It offers some great flow and transition skateboarding. Features of the park include a really fun reservoir section and a snake run leading into a 6-foot-square bowl with a 6 foot-wide, 3-foot extension. The concrete is fast and smooth with perfect transitions. Skate park hobbyists rate this skate park as being in the top 20 skate parks in Southern California.

The Crossings at Carlsbad Municipal Golf Course, Carlsbad California. Mr. Litzinger was the Engineer of Record and construction manager for the city's \$50 million golf course project. He managed three separate contracts – mass-grading – \$10 million, golf course construction – \$20 million, and clubhouse, maintenance, and restroom facility buildings – \$20 million. As construction manager, he was responsible for contract administration, coordination of contractors, agencies, and key companies to complete the work within the predetermined timeline. Construction inspections are being provided at each phase of the project from early grading and storm drain installation to final course touches such as bridges and water features.

The Carlsbad Municipal Golf Course was 17 years in the making due to permits required because of its prime coastal location and surrounding federally-protected habitat. As a result, an experienced and well-versed construction management team was needed to balance its scheduling and budgetary needs while working within resource agency requirements.

The Bridges Golf Course. Construction manager for directing this \$100 million project. It consisted of a 215-estate lot subdivision constructed around an 18-hole golf course in Rancho Santa Fe, California. Project improvements included 2,500,000 yards of grading, 800,000 yards of rock blasting, 4 miles of sewer and water pipelines, asphalt street paving, and construction of five 300-foot-span bridges.

Eric Honour

Construction Manager

Eric Honour has more than 35 years of experience in the Southern California construction industry and has held a California general contractor license for over 20 years. He has extensive experience managing highly technical, large-scale construction projects and has completed projects with a combined value exceeding \$300 million. The list of previous public works clients includes the U.S. Department of Defense, the Federal Aviation Administration, the State of California-Division of the State Architect, the City and County of San Diego California, and various other government agencies. Eric is proficient in most Windows-based accounting and scheduling programs, including MS Office, MS Project, Primavera Suretrak 3.0, and P3. Eric's other qualifications include Naval Facilities Engineering Command-Quality Control Manager Certification, and Level II OSHA Safety Training. The following is a list of some of Eric's previously completed projects.

CERTIFICATIONS

Naval Facilities Engineering Command-Quality Control Manager Certification
Level II OSHA Safety Training
General Contractor B License

Project Experience

North Shore Park, Desert Recreation District, City of Indio, California. Eric is currently the construction manager on this \$3.5 million park that includes the following park elements: mass grading, soccer fields, basketball court, skate park, restroom building (by Romtec), water feature, walking paths, exercise equipment mounds, irrigation, planting, landscape, Musco lighting, and road improvements.

Southcrest Park, City of San Diego, California. Eric is currently the construction manager on this \$4 million, 5-acre park project that includes the following park elements: grading, skate park, landscaping, irrigation, exercise equipment, kid's play area, creek improvements, and road/ADA improvements.

Del Amo Park Renovation Project, City of Carson, California. Renovation of an existing 12,000 SF recreation building. Project features included installation of a new structural steel brace frame and concrete grade beams as a seismic upgrade. The building was completely renovated inside and out including new HVAC and electrical systems, roofing, finishes, and ADA compliant site improvements.

Camacho Recreation Center, City of National City, California. New construction of a 15,000 SF gymnasium and recreation facility and extensive site improvements. Special features included an indoor maple wood basketball court, complete with retractable bleachers glass block and extensive electrical and communication systems.

Bradely Recreation Center, City of San Marcos, California. New construction of a 22-acre community sports facility including site development, administration and concession buildings, and an extensive sports field lighting system.

Beach Restroom Rehabilitation Project, City of Oceanside, California (Construction Value: \$5 million). Mr. Honour provided construction management for the City's recent restroom expansion project. Eric worked closely with staff on both project management and inspection during construction of two new restrooms on the strand and the rehabilitation of two existing restrooms on the pier. During the project, Eric coordinated with the City's Water and Sewer Departments for upgrades to the service laterals.

Pacific Beach Lifeguard Tower, City of San Diego, California. New construction of a three-story, cast-in-place concrete tower structure, including adjacent restroom facilities and extensive site improvements. The

project is located within the ocean wave impact zone and is subject to daily wave action. This was a significant challenge during construction of the tower structure and deep foundation. The project temporarily diverted the pedestrian traffic on the very busy Pacific Beach Boardwalk, requiring a major public relations effort.

El Corazon Senior Center, City of Oceanside, California. New construction of a 15,000 SF, Type V single-story structure with extensive specialized interior and exterior finishes. Building features include exposed beam construction and plaster with extensive glass for maximum ambient light. A fitness facility and a commercial kitchen were also part of the senior center. The roadway work consisted of over 24 acres of municipal street and utility improvements, including a new traffic signal system, domestic water distribution, reclaimed water distribution, sewer, storm drain, re-alignment of existing electrical and communication distribution systems, concrete curb, sidewalk and asphalt paving.

Carlsbad Safety Center, City of Carlsbad, California. Mr. Honour provided construction management and inspection on the City's new construction of three masonry buildings consisting of a 36,697 square foot (SF), two-story shooting range and classroom facility; a 6,558 SF, four-story commercial burn prop training tower; a 2,246 SF, two-story residential burn prop; plus a concrete paved training grounds that includes a car extrication area, trench rescue area, an underground confined space rescue area, artwork site, site lighting, masonry perimeter security wall, landscaping, and installation of onsite water sewer, recycled water, and storm drain pipelines.

New Administration Buildings and Site Improvement Project, Leucadia Wastewater District, California. New construction of multiple buildings for the district headquarters. Project features include a 17,500 SF, Type II administration building with specialized features such as channel glass and terrazzo, as well as three service buildings for a total of over 35,000 square feet. Extensive site improvements including photovoltaic systems and water features were also included.

Mission Avenue Building Renovation, City of Oceanside, California. Renovation of the existing Oceanside Police Department headquarters for use as a Veterans recreation facility. Project features include complete removal of existing interior and exterior finishes, restoration of the existing wood frame structure and installation of new shear walls, windows, doors, exterior plaster and finishes. All new electrical distribution and communications was also included.

Poway Fire Training Tower, City of Poway, California. New construction of a five-story masonry and CIP concrete building for use in training fire fighters in fighting multi-story structure fires. Specialized systems include re-circulation of firefighting water utilizing a 120,000-gallon below grade water storage tank and discharge pump with a capacity of 3000 gpm. Extensive site utilities and surface improvements were also included.

Poway Fire Station #3, City of Poway, California. New construction of a 12,500 SF, Type V structure with extensive specialized interior and exterior finishes. Building features include standing seam metal roofing on hip end gabled roof trusses, exterior decorative block veneer, commercial kitchen equipment, granite counters, breathing air compressor fill station, and emergency power generation systems.

Ryan Ruiz, P.E.

On-Site Representative

Mr. Ruiz has experience as an inspector, office engineer and field engineer. Projects have included wastewater treatment facilities, pump stations, tanks, large and small diameter sewer and water pipelines, and roadwork. Mr. Ruiz's duties typically include reviewing contractor's schedules, progress payment requests, RFI's and submittals, contractor proposed change orders, and inspection of the work. Mr. Ruiz has also participated in design revisions, safety, and negotiations on change orders.

Project Experience

Miller Park, City of Fontana, California. Mr. Ruiz is currently the on-site representative for this \$5 million, 3-acre park project that includes the following park elements: water feature and splash pad, restroom, bandstand, irrigation, landscaping, turf, sidewalks, walking paths, and a new SCE service.

City of Fontana, Police Station Expansion Project (\$4.4M Construction Value).

Mr. Ruiz worked as a Field and Office Engineer for the Police Expansion project which included the fabrication of an entirely new east stair tower, HVAC system, simulator room and firing range for the department, locker rooms, conference rooms, offices, weight room and bathrooms by demolishing and reconstruction of the entire basement and east stair tower. Inspected all work by the contractor to ensure plan and specifications were completed properly. Attend weekly meetings in discussion of any problems that may have occurred during the week, and helped delegate the solutions of the problems. Responsible for scheduling special inspections for the project during contractor requests and insuring schedule accuracy and workability. Post all pertinent information to the project server, including all correspondences, RFI's, submittals, emails, change orders, invoice payments, project photos, contractor's pay applications, daily inspection reports, engineering reports, material testing reports, weekly progress schedule, weekly project agendas and minutes.

Newhall Ranch Advance Riparian Mitigation Project – (\$2 million) Mr. Ruiz was the Project Engineer and QSP for the Newhall Ranch advance wetlands and mitigation project. Mr. Ruiz's duties included regular and ongoing maintenance of all flood, drainage, wet wells, and water quality protection structures. Perform daily engineering reports of grading cut/fill operations of 154,000 CY of earthwork, monitoring proper BMP and SWPPP implementation and documentation, coordination with contractor, project biologist and owner regarding design deficiencies and plan changes, and ensuring final planting, irrigation, and grade, were installed per plan and specification at both Mayo and Potrero sites, totaling 84.2 acres.

Thermal Headwork Station Project – (24 million dollars) Mr. Ruiz inspected work including restoration of existing Wet Well, construction of a new Pump Station, Screen Building, Grit Building, and various pumps and vaults as well as monitoring proper BMP's, and backfill and compaction operations. Mr. Ruiz is responsible for daily inspection reports and documenting photos of the various activities ongoing on site. Mr. Ruiz inspects all work by the contractor and subcontractors to ensure work is completed per approved plans and specifications.

EDUCATION

University of California, San Diego
BS, Structural Engineering

CERTIFICATIONS

Professional Civil Engineer No. C86394

Certified Erosion, Sediment and Storm Water Inspector (CESSWI)

Certificate of Completion for Approved Training for Qualified SWPPP Practitioner (QSP)

NASSCO CERTIFICATIONS

Cured-in-Place Pipe (ITCP) Inspection Certification Program

Pipeline Assessment Certification Program (PACP)

Manhole Assessment and Certification Program (MACP)

Coachella Valley Water District, Water Reclamation Plant No. 4 and No. 7 Headworks Improvements Project (\$24M Construction Value). Mr. Ruiz is currently the project inspector for the construction of a new Pump Station, Screen Building, Grit Building, and various pumps and vaults as well as monitoring proper BMP's, and backfill and compaction operations at the WRP 4 site in Thermal, CA. Mr. Ruiz is responsible for daily inspection reports and documenting photos of the various activities ongoing on site. Mr. Ruiz inspected all work by the contractor and subcontractors to ensure work is completed per approved plans and specifications.

Goleta Sanitary District, Waste Water Treatment Plant Upgrade (\$30M Construction Value). Mr. Ruiz worked as a Field and Office Engineer on the City of Goleta's new wastewater treatment plant upgrade. Mr. Ruiz performed daily field surveillance of field construction operations to assure compliance with contract documents. Responsible for a daily engineer's report that documents daily observations of field operations. Attend meetings for the Construction Manager on variety of subjects, such as safety, weekly progress, schedule, RFI's, submittals, change orders, and quality assurance. Responsible for project files to assure that all correspondences, RFI's, submittals, emails, change orders, invoice payments, project photos, contractor's pay applications, daily inspection reports, engineering reports, material testing reports, weekly progress schedule, weekly project agendas and minutes are properly recorded and filed. Assure labor wage compliance with state and federal regulations of all contractor and subcontractor workers.

Casmalia Water Tank Replacement Project (\$0.5 Million Construction Value). Mr. Ruiz worked as the Field and Office Engineer for the Casmalia Community Service District's galvanized welded steel tank replacement project. Assure that all work complies with the contract documents. Observes, for compliance, soil excavation and compaction, pipeline installation and testing, temporary tank switch-over, steel tank demolition and reconstruction, foundation reinforced ring-wall construction and procedures, grind and pave operations, the relocation and plugging of other water lines, and tie-in of existing pipelines to new pipelines. Assure compliance of all aspects of water tank construction and coating. Coordinates work with contractor, subcontractors and (CCSD) Casmalia Community Service District. Track quantities and quality of materials. Responsible for daily observation of work and documenting engineer's report, coordinating field changes, inspection of field welding, construction of appurtenances, and coordination with (CCSD) Casmalia Community Service District representatives concerning construction issues.

Carlsbad Desalination Pipeline Project (\$1B Construction Value). Mr. Ruiz worked as a Field Engineer and Consultant City Inspector for the City of San Marcos. Mr. Ruiz inspected all work by the contractor within the city to ensure plan and specifications were correctly met. Responsible for ensuring quality assurance and safety was implemented during over 2,640 feet of 55" water pipeline installation throughout the city of San Marcos. Responsibilities included project restoration of ADA sidewalks and ramp ways, catch basins and curbs, property damage, dealing with resident inquiries as needed, and proper traffic control operations. Responsible for a daily engineer's report that documents daily observations of field operations.

City of Fontana, Sanitary Sewer Pump Station Replacement Project (\$1M Construction Value). Mr. Ruiz was the project inspector for this project which includes demolishing and constructing three different lift stations for the city of Fontana. Responsibilities include all inspections and assurance of work to be done per plan and specification, including the MCC room, pump room, generator and equipment pads, wet wells, AC pavement installation, sewer system, manholes, and all control diagrams pertaining to the lift station operations. Coordinate with contractor and city representatives to ensure proper work and safety procedures.

3 Proposed Fee

*The cost estimate is based on 200 working days.

**DUDEK FEE PROPOSAL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR JOE SAMPSON PARK**

Role	Hours	Hourly Rate	Total
George Litzinger, PE Principal	100	\$140	\$14,000
Eric Honour Construction Manager	800	\$130	\$104,000
On-Site Representative	1,600	\$130	\$208,000
LDM Associates, Inc. Labor Compliance	Please see LDM's cost proposal on the following pages		\$57,155
TOTAL			\$383,155
Optional Task			
SCST, Inc. Materials Testing <i>*Optional Task</i>	To be refined once selected		\$115,000
	Total with Materials Testing		\$498,155



September 18, 2017

George Litzinger, Project Manager
Dudek
605 Third Street
Encinitas, CA 92024

Subject: Proposal for Labor Compliance Services City of Rialto Joe Sampson Park

Dear Mr. Litzinger:

Thank you for providing LDM Associates, Inc. (LDM) with the opportunity to submit the enclosed proposal to provide Dudek with labor compliance services for the City of Rialto Joe Sampson Park Project. This project is funded with Developer Deposits issued to the City that triggers Prevailing Wage monitoring. The project is estimated for 200 working days. LDM has prepared two separate proposals for State Prevailing Wage monitoring. One that does not account for CPR review and one that does. Based on this information, LDM proposes to provide contract and labor compliance monitoring services on a time and materials basis for a not-to-exceed price of:

- Option 1 – No CPR Review - \$31,150
- Option 2 – CPR Review - \$49,700

LDM, along with its affiliate (MDG Associates, Inc.), has been providing high-quality services to municipal agencies and private clients for over 20 years. Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of community development, grants management and prevailing wage compliance. This includes managing grants through the federal and state levels such as the U.S. Department of Housing and Urban Development, Department of Energy, Department of Defense, California State Parks, and California Department of Housing and Community Development.

If you have any questions regarding this proposal, please feel free to contact me at (909) 476-6006.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Rudy Munoz", is written over a blue circular stamp or seal.

Rudy Munoz
Senior Vice President

Enclosure: Proposal

Option 1

City of Rialto: Joe Sampson Park (No CPR Review)

COST PROPOSAL

Pre-Construction				
Task	Staff Person	Rate	Hours	Total
Review contractor and subcontractors for Federal project eligibility on Contractors State License Board (CSLB), Department of Industrial Relations (DIR) and System for Award Management (SAM). SAM verification not required but completed as a best practice.	Senior Associate	\$ 85.00	2	\$170.00
	Associate	\$ 75.00	2	\$150.00
	Senior Project Assistant	\$ 65.00	20	\$1,300.00
Prepare labor compliance documents to be distributed to the prime contractor/subcontractors at the Pre-Construction meeting, and facilitate a Labor Compliance Pre-Construction meeting.	Senior Associate	\$ 85.00	4	\$340.00
	Associate	\$ 75.00	6	\$450.00
	Senior Project Assistant	\$ 65.00	6	\$390.00
Schedule and conduct conference calls with each contractor so as to outline the expectations of the project, determine each contractor wage rates, prepare and assist each contractor in the completion of all Labor Compliance Documents and assist with obtaining all apprentice certification. Provide technical assistance to contractors regarding DIR registration, eCPR submittal setup, etc.	Senior Associate	\$ 85.00	15	\$1,275.00
	Associate	\$ 75.00	15	\$1,125.00
	Senior Project Assistant	\$ 65.00	40	\$2,600.00
Sub-Total			110	\$7,800.00

Construction				
Task	Staff Person	Rate	Hours	Total
Set up labor standards enforcement files. Obtain and review all required labor compliance documents for completeness from all contractor/subcontractors. For those applicable, complete additional contractor verifications for those that have expired (CSLB, DIR and SAM).	Associate	\$ 75.00	10	\$750.00
	Senior Project Assistant	\$ 65.00	30	\$1,950.00
Interview contractor, subcontractors, and unlisted service providers' workers. Verify jobsite postings. Follow up on any employee complaints.	Associate	\$ 75.00	60	\$4,500.00
<p>Ensure contractors/subcontractors are submitting their Electronic Certified Payroll Reports (eCPR) to the Labor Commissioner with the DIR for DIR's review.</p> <p>This proposal does not account for a comprehensive review of CPRs from contractor/subcontractors by the Labor Compliance Service provider.</p> <p>A review of CPRs will be limited to cross referencing employee interviews against affected CPRs. Contractors will be notified of any discrepancies via email.</p>	Senior Associate	\$ 85.00	25	\$2,125.00
	Associate	\$ 75.00	25	\$1,875.00
	Senior Project Assistant	\$ 65.00	75	\$4,875.00
Assist with Public Records Requests.	Associate	\$ 75.00	10	\$750.00
	Senior Project Assistant	\$ 65.00	20	\$1,300.00
Obtain apprentice certifications for each reported apprentice.	Senior Associate	\$ 85.00	5	\$425.00
	Associate	\$ 75.00	5	\$375.00
	Senior Project Assistant	\$ 65.00	10	\$650.00
Provide periodic status reports to Construction Manager and as applicable, City staff, coordinate with staff on payment release / labor withholding. Attend any miscellaneous meetings required for the project to bring it to compliance.	Senior Associate	\$ 85.00	10	\$850.00
	Associate	\$ 75.00	10	\$750.00
Sub-Total			295	\$21,175.00

Post-Construction				
Task	Staff Person	Rate	Hours	Total
Close-out labor and contract compliance files. Provide files/records to Construction Manager/City.	Vice President	\$ 100.00	5	\$500.00
	Associate	\$ 75.00	5	\$375.00
	Senior Project Assistant	\$ 65.00	20	\$1,300.00
Sub-Total			30	\$2,175.00

TOTAL	435	\$31,150.00
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Option 2

City of Rialto: Joe Sampson Park (CPR Review)

COST PROPOSAL

Pre-Construction

Task	Staff Person	Rate	Hours	Total
Review contractor and subcontractors for Federal project eligibility on Contractors State License Board (CSLB), Department of Industrial Relations (DIR) and System for Award Management (SAM). <i>SAM verification not required but completed as a best practice.</i>	Senior Associate	\$ 85.00	2	\$170.00
	Associate	\$ 75.00	2	\$150.00
	Senior Project Assistant	\$ 65.00	20	\$1,300.00
Prepare labor compliance documents to be distributed to the prime contractor/subcontractors at the Pre-Construction meeting, and facilitate a Labor Compliance Pre-Construction meeting.	Senior Associate	\$ 85.00	4	\$340.00
	Associate	\$ 75.00	6	\$450.00
	Senior Project Assistant	\$ 65.00	6	\$390.00
Schedule and conduct conference calls with each contractor so as to outline the expectations of the project, determine each contractor wage rates, prepare and assist each contractor in the completion of all Labor Compliance Documents and assist with obtaining all apprentice certification. Provide technical assistance to contractors regarding DIR registration, eCPR submittal setup, etc.	Senior Associate	\$ 85.00	15	\$1,275.00
	Associate	\$ 75.00	15	\$1,125.00
	Senior Project Assistant	\$ 65.00	40	\$2,600.00
Sub-Total			110	\$7,800.00

Construction				
Task	Staff Person	Rate	Hours	Total
Set up labor standards enforcement files. Obtain and review all required labor compliance documents for completeness from all contractor/subcontractors. For those applicable, complete additional contractor verifications for those that have expired (CSLB, DIR and SAM).	Associate	\$ 75.00	10	\$750.00
	Senior Project Assistant	\$ 65.00	30	\$1,950.00
Interview contractor, subcontractors, and unlisted service providers' workers. Verify jobsite postings. Cross reference interviews against CPRs. Follow up on any employee complaints.	Associate	\$ 75.00	60	\$4,500.00
Ensure contractors/subcontractors are submitting their Electronic Certified Payroll Reports (eCPRs) to the Labor Commissioner with the DIR for DIR's review. Review certified payrolls from contractor/subcontractors.	Senior Associate	\$ 85.00	80	\$6,800.00
	Associate	\$ 75.00	80	\$6,000.00
	Senior Project Assistant	\$ 65.00	160	\$10,400.00
Assist with Public Records Requests.	Associate	\$ 75.00	10	\$750.00
	Senior Project Assistant	\$ 65.00	20	\$1,300.00
Obtain and review apprentice certifications for each reported apprentice and compliance with wage scales and ratios measured at the end of the project per State requirements.	Senior Associate	\$ 85.00	5	\$425.00
	Associate	\$ 75.00	5	\$375.00
	Senior Project Assistant	\$ 65.00	15	\$975.00
Prepare due process notification to contractors of violations, provide technical assistance to contractors as necessary to resolve all findings prior to release of retention.	Senior Associate	\$ 85.00	20	\$1,700.00
	Associate	\$ 75.00	10	\$750.00
Provide periodic status reports to Construction Manager and as applicable, City staff, coordinate with staff on payment release / labor withholding. Attend any miscellaneous meetings required for the project to bring it to compliance.	Senior Associate	\$ 85.00	15	\$1,275.00
	Associate	\$ 75.00	15	\$1,125.00
Sub-Total			535	\$39,075.00

Post-Construction				
Task	Staff Person	Rate	Hours	Total
Close-out labor and contract compliance files. Provide files/records to Construction Manager/City.	Vice President	\$ 100.00	5	\$500.00
	Associate	\$ 75.00	5	\$375.00
	Senior Project Assistant	\$ 65.00	30	\$1,950.00
Sub-Total			40	\$2,825.00
TOTAL			685	\$49,700.00



DUDEK

800.450.1818 | DUDEK.COM | INFO@DUDEK.COM

SOUTHERN CALIFORNIA

Encinitas (Main)

La Quinta

Pasadena

Riverside

San Juan Capistrano

CENTRAL COAST

Santa Barbara

Santa Cruz

NORTHERN CALIFORNIA

Auburn

Larkspur

Oakland

Sacramento

HAWAII

Honolulu

OREGON

Portland

HABITAT RESTORATION SCIENCES

A Dudek Subsidiary



REQUEST FOR SCOPE OF WORK AND FEE FOR CONSTRUCTION MANAGEMENT & INSPECTION OF THE JOE SAMPSON PARK CONSTRUCTION PROJECT

Prepared for:

City of Rialto
Public Works Department
335 West Rialto Avenue
Rialto, CA 92376
Attn: Ted Rigoni, P.E. PMP

Prepared by:

KOA Corporation
3190 C Shelby Street
Ontario, CA 91764
Contact: Kevin Higgins, Project Manager
Phone: (909) 890-9693 Fax: (909) 890-9694

September 20, 2017

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FEE PROPOSAL

INCLUDED IN PROPOSAL

September 20, 2017

City of Rialto
Public Works Department
335 West Rialto Avenue
Rialto, CA 92376
Attn: Ted Rigoni, P.E., PMP

RE: REQUEST FOR SCOPE OF WORK AND FEE FOR CONSTRUCTION MANAGEMENT & INSPECTION OF THE JOE SAMPSON PARK CONSTRUCTION PROJECT

Dear Mr. Rigoni:

KOA appreciates the opportunity to submit this proposal to the City of Rialto for Construction Management and Inspection Services. KOA is interested in providing Construction Management and Inspections under this RFP. KOA has the expertise and resources required to assist the City in a timely and efficient manner. We are committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

You will find that KOA is uniquely qualified for this project based on the following facts:

- KOA is located strategically in southern California with local offices in Ontario, San Diego, Orange, Culver City and Monterey Park, to serve you.
- We have provided Construction Management Services on similar park projects as well as numerous street improvement projects to numerous agencies and clients over the past 29 years.
- KOA specializes in all aspects of civil engineering including streets and pavements, plan checking, constructability reviews, cost estimating, traffic engineering, signing and striping, traffic signals, pavement rehabilitation, sewer and storm drains, water pipelines, intersections, bikeways, roundabouts, freeways and interchanges, and Public Works construction management and inspection.
- KOA's strong depth of staff and professional contacts provides excellent resources for the City to utilize.

The KOA team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. Descriptions of similar projects and respective references for these projects are included in our proposal. We assure you that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of Rialto. Every member of our proposed team is available to be committed to the projects assigned to us beginning the start date.

I will be the Principal-in-Charge for this contract. Mr. Kevin Higgins will be the Project Manager and point of contact for the City. Kevin has nearly 20 years of extensive experience in construction management and inspection of the full range of civil engineering improvements, including numerous parks, utility infrastructure, subdivisions, streets, buildings and traffic systems. Kevin brings "hands on" practical experience to the project team. The contract will be managed through our Ontario office at 3190 C Shelby Street, Ontario CA 91764; Phone: (909) 890-9693; Fax: (909) 890-9694; Email: cstephan@koacorp.com.

Per the request, a cost estimate fee for Construction Management, Inspection, and labor Compliance along with an Hourly Rate Schedule has been submitted with the proposal. This offer is binding for a term of 120 days from the date of submittal. KOA also acknowledges receiving the six (6) project addendums and the plans, specifications and bid summary.

Thank you for the opportunity to offer our services to the City of Rialto. Should you have questions during the selection process, please contact me at (909) 890-9693.

Sincerely,
KOA Corporation



Chuck Stephan, P.E. (CA RCE C50481)
Vice President



STATEMENT OF INTEREST AND QUALIFICATIONS

PRINCIPAL OFFICE

KOA Corporation
1100 Corporate Center Drive
Suite 201
Monterey Park, CA 91754
Tel: (323) 260-4703
Fax: (323) 260-4705
www.koacorporation.com

Five Offices in California:

Monterey Park
Ontario
Orange
Culver City
San Diego

PROJECT OFFICE:

3190 C Shelby Street
Ontario, CA 91764
(909) 890-9693 phone
(909) 890-9694 fax

Key Individuals:

Mr. Kevin Higgins
Project Construction Manager
khiggins@koacorp.com

Chuck Stephan, PE
Principal-in-Charge
cstephan@koacorp.com

Firm Profile

Founded in 1987 in southern California, KOA Corporation (KOA) is one of the leading civil and traffic engineering, transportation planning and design firms in California. KOA provides consulting services to both public and private sectors, and has five offices to serve our California clients. With nearly 100 employees, our staff includes transportation planners, California registered civil and traffic engineers, and experienced public works construction managers and inspectors. KOA has provided engineering services for many of the largest public works and transit planning projects in California.

KOA staff holds professional licenses in Traffic Engineering and Civil Engineering, and certifications in Construction Management, LEED AP, Numerous Inspection Certifications, QSP, and QSD. We are able to furnish the required insurance.

With significant experience with municipalities throughout southern California, KOA is able to provide the requested services. Note that we are able to subcontract with various firms for supporting survey, environmental, geotechnical engineering, and other services, including DBE firms, if necessary; however, we have not included those details in our proposal.

KOA holds an FAA waiver to commercially operate an aerial unmanned vehicle ("drone"). We utilize our drone to obtain aerial photo and video imagery to assist in the design and presentation of engineering projects.

KOA is a California Corporation, a regional firm, based and primarily working in California. The office assigned to this project will be our Ontario office located at 3190 C Shelby Street, Ontario, CA 91764, (909) 890-9693.





CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

KOA's construction managers apply many years of experience on Caltrans, municipal, utility and private construction projects. Our team allows your agency access to some of the most practical Construction Managers and Technicians available. KOA provides all parties with up to the minute information, and is sensitive to the special needs of the community.

KOA provides construction inspection services for many types of projects. KOA construction inspectors have experience with parks, roadways, infrastructure, bridges, highways, heavy civil projects, utilities, transportation projects, rail, wharf and port facilities, federally funded projects, and virtually any other type of municipal or public projects. Our construction inspectors bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

SERVICES AVAILABLE

Staff Assistance
Contract Administration
Cost Estimating and Budgeting
Projected vs. Actual Budget Tracking
Scheduling, Monitoring and Tracking
Change Order Evaluation & Negotiation Airports
Document Controls
Submittal, Shop Drawing & RFI processing
Construction Inspection
Materials Inspection
Specialty Inspection
As-Built Documentation
Federal Fund Requirements Administration
Public Relations for Fire & Police Department Projects
Storm Water Prevention Plan Monitoring
Hazmat Abatement Admin. & Coordination
Warranty, O&M Manuals and Training
Claims Avoidance
Full Time Daily Public Works Inspection
Daily and Weekly Reports
Quality Assurance
Photo and Video Documentation
Field Change Coordination



Long Beach Lakewood Boulevard

Quantity Measurement and Verification
Manpower and Equipment Tracking
As-Built Documentation
Contract Time Monitoring

PROJECT TYPES

Park Projects
Streets & Highways
Building Construction
Landscape Projects
Marina, Port & Wharf Projects
Municipal Pool Projects
Parking Structures and Lots
Storm Drains & Sewer Systems
Building Renovations
Natural Gas Pipelines
Railroad Grade Separations
School Projects
Sound Walls & Guard Rails
Municipal Building Construction
Multi-Prime Projects
Earthquake Repairs



Experience

KOA Corporation has been in business providing professional engineering services since 1987. With the acquisition of CBM Consulting in 2009, the company has been performing construction management and inspection capabilities as well. CBM was in business for 22 years prior to 2009. We have produced projects for city, county, state, and local public agencies.

Nearly every project experiences some challenges in terms of schedule and difficulties. Our experienced professionals have faced and assisted our clients in overcoming all manner of issues related to schedule, budget, “scope creep”, funding and policy requirements, permitting, environmental and public outreach, and a varied assortment of hurdles throughout project preliminary design, engineering, and construction.

KOA offers proven experience in providing various professional construction management, inspection, and engineering services for public agencies. Some recent relevant contracts for KOA include:

- On-call Civil Engineering Services for the City of La Habra, including CM and inspection services
- On-Call Construction Management and Inspection, City of Corona
- SANBAG On-call Landscape Construction Inspections I-215 Phases 1, 2, 3, & 5
- On-Call CM and Inspection Services – City of Corona
- On-Call CM and Inspection Services – City of Glendora
- On-Call CM and Inspection Services – City of West Covina
- On-Call CM and Inspection Services – City of Yucaipa
- On-Call CM and Inspection Services – City of Brea
- On-Call CM and Inspection Services – City of Chino
- On-Call CM and Inspection Services – City of Torrance
- On-Call CM and Inspection Services – Ontario Municipal Utilities Agency
- On-call Professional Services for the City of Anaheim, including CM and Inspection
- On-call Professional Services for the City of Garden Grove, including CM and Inspection
- On-call Professional Services for the City of Rancho Palos Verdes, including CM and Inspection
- On-call Construction Management and Inspections for the City of Manhattan Beach
- On-Call CM and Inspection Services – City of Downey
- On-Call CM and Inspection Services – City of El Monte
- On-Call CM and Inspection Services – City of Placentia
- On-call CM and Inspections for the City of Long Beach
- On-call Project and Construction Management for the City of Anaheim
- On-call Inspections services for SANBAG Landscape Segments 1, 2, 3, & 5
- On-call Environmental Services (Traffic Analysis) for the City of Santa Ana
- On-call Transportation Services for the County of Santa Barbara
- On-call Construction Management and Inspections for the City of Pasadena

The on-call Construction Management and engineering services that we have performed in the past few years can be classified in the following categories:

- Construction Management and Inspection Services
- Innovative Solutions
- Street Improvements / Rehabilitation Projects
- Traffic Signal Installations, Street Lighting, and Design Services
- Funding Application Preparation
- Land Development Construction Management and Inspections
- Sewer, Water, Storm Drain and other Infrastructure Improvements
- Buildings and Vertical Inspections (Libraries, Restrooms, Fire Stations, Pump Stations, etc.)
- SWPPP Inspections
- Bridges and Grade Separations
- Park-sites and Landscaping Projects
- Plan Checks and Review



CM and INSPECTION EXAMPLES

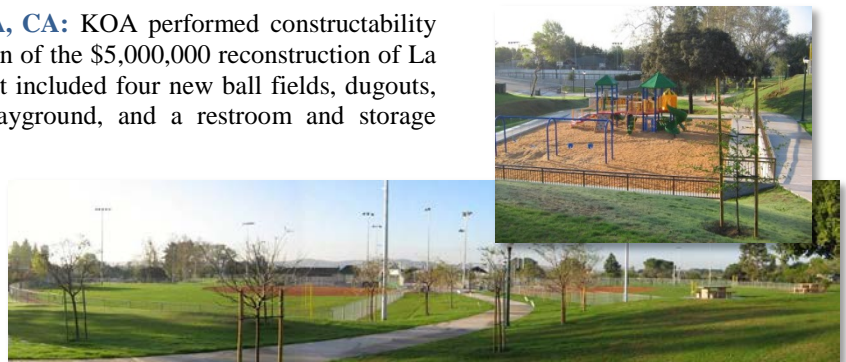
CITY OF WEST COVINA – ORANGEWOOD PARK SOCCER IMPROVEMENTS PROJECT NO. SP-16018, WEST COVINA, CA: (MAY 2016-PRESENT) KOA is providing Construction Management and Inspection services for this nearly \$4,000,000.00 Soccer park conversion project that consists in general of providing construction management and inspections for the demolition of the existing baseball complex and parking lot, survey, temporary facilities, grading and import fill material, new asphalt parking areas, concrete curb and gutter, various drainage, drain inlets, masonry block walls, poured in place concrete walls, decorative pavers, tubular steel fencing and posts, concrete flatwork, asphalt parking improvements, decomposed granite, playground equipment and amenities, bike racks, trash enclosures and receptacles, BBQ amenities, aluminum bleachers, field turf, landscaping, signage and striping, lighting and electrical, picnic shelters, and a large building that includes concessions, restrooms, lockers, office, and storage areas. *Reference: City of West Covina, Miguel Hernandez, Project Manager, Capital Projects, (626)827-1178, West Covina, CA 91763. KOA Staff: Construction Manager – Kevin Higgins, Inspector – David Hernandez*



POINT VICENTE INTERPRETIVE CENTER, RANCHO PALOS VERDES, CA: KOA performed construction management and inspection for the construction of a brand new 12,500 sf fire station, 5,200 sf emergency resource center and 125 foot wireless communications tower. This project located on a 1.2 acre lot and included demolition of an existing structure and parking lots, as well as traffic signal mitigation and utility rerouting. The structure is a combination of structural steel and wood construction and includes an IT room. The complete outside of the building has a Palos Verdes stone veneer, which used local hand trimmed stone attached to the shear walls. This whale watching and interpretive center located above the sea cliffs at Point Vicente on the Palos Verdes Peninsula is an important vantage point for whale watching as over 2000 Pacific gray whales pass close to this point during the whale migration season. This was a LEED Certified Project. This \$5,000,000 APWA Project of the Year for the Category of Parks and Recreation was completed on time and under budget. *Reference: The City of Rancho Palos Verdes*



LA BONITA PARK IMPROVEMENTS, LA HABRA, CA: KOA performed constructability review, construction management and observation of the \$5,000,000 reconstruction of La Bonita Park in the City of La Habra. The project included four new ball fields, dugouts, bleachers, concession stands, picnic tables, playground, and a restroom and storage facility. Ball field and park lighting, sidewalks, landscaping, drainage upgrades, and irrigation were installed, and the parking lots were expanded. *Reference: City of La Habra, City Project Manager, Chris Jahansn, City Engineer (714) 944-2966, City Project Manager, Sam Makar (Retired) (909) 2926695*



Anaheim Convention Center Grand Plaza, Anaheim, CA (APWA Project of the

Year 2013, ASCE Project of the Year 2013). KOA provided construction management and inspection services for the Grand Plaza development which consisted of a 100,000-square-foot outdoor and special event space conveniently located outside of the convention center's front entrance off of Convention Way. With the nature of all stakeholders' interests involved in this project, extensive coordination between all developers was needed. Work consisted of demolition of existing asphalt and concrete, removal of pavers, installation of new and relocated water and sewer lines and services, fire hydrants, storm drain, irrigation, electrical, lighting and the installation of new colored concrete, pavers, asphalt, lighting and landscaping. *Reference: City of Anaheim, Robert Luciano, Principal Civil Engineer, 200 S. Anaheim Blvd., Anaheim, CA 92805, (714) 765-5157.*





MIRALOMA PARK AND COMMUNITY CENTER; CITY OF ANAHEIM, CA: KOA provided construction management and inspection services for this \$3.4 million LEED community center and adjacent landscaped area park project. The main component of the project was re-purposing and expansion of an existing 4,300sf industrial building into a multi-purpose community building. The Center was constructed as a LEED Silver building with PV panels on an adjacent shade/ramp structure. The building construction was a combination of concrete block and structural steel, with standing seam roofing and metal stud partition walls. The building included a reception area, public restrooms, storage and equipment rooms, games and multi-purpose rooms. The project included the construction of extensive retaining walls, a splash area, landscaping and a picnic area.

Reference: City of Anaheim, Richard Aguirre, Project Manager, (714) 765-5100



SOCCER FIELD CONVERSIONS – CITY OF LONG BEACH: KOA is providing Project Management Services for the conversion of natural grass soccer fields to artificial turf at 2 parks in Long Beach. The work effectively involves the redevelopment of the soccer field area of both parks transforming them into soccer orientated parks as opposed to parks with soccer fields. The work involves installing an extensive subterranean drainage system; grading; constructing a specialized porous sub-structure and the installation of the artificial turf. An organic cork-sand mix is being used as filler, which required an irrigation system that dampens and cools the surface, which is also used for cleaning. The projects also included concrete and asphalt improvements. The projects are being constructed together for a cost of \$1.8 million and are scheduled for completion in the fall of 2016. Project Cost: \$1.8 Million. *Reference: City of Long Beach, George Kerr, Senior Engineer, (562) 570-6525*

SEASIDE PARK, LONG BEACH, CA: KOA provided Construction Management and Project Management services for the construction of a new park on a site located at 1401 Chestnut Ave., in the City of Long Beach. The new park included a large playground area, soccer field, picnic facilities, restroom facilities, multi- purpose hard court, park lighting, landscaping, turf areas, new fencing, sidewalks, and pathways and numerous other amenities. *Reference: City of Long Beach, George Kerr, Senior Engineer, (562) 570-6525*



ADMIRAL KIDD PARK IMPROVEMENTS PHASE 1, 2 & 3, LONG BEACH, CA: KOA provided construction management and project management services for the expansion of the existing Admiral Kidd Park located at 2125 Santa Fe Ave., in the City of Long Beach. This was a multi-phased project that KOA managed and inspected. The first phase included the construction of a *new soccer field*, basket-ball courts, a parking lot and an electrical sub-station for the flood-lit soccer field. The second phase included the construction of a new 5,500 sf Community “Teen” Center with restrooms, play area with equipment and a paved parking lot. The third phase included the demolition of a complete block of businesses and the redevelopment of the entire area into a park. Park elements included: a community center, restroom equipment, baseball bleachers; sports lighting, two new parking lots; concrete walkways, seat-walls and new soccer fields with Musco sports lighting. *Reference: City of Long Beach, Mike Slama, Capital Projects Coordinator (Retired) (562) 756-6601*



CITY OF GLENDORA ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTIONS FOR THE MONROVIA NURSERY TRACTS 66608 & 66609 GRADING AND INFRASTRUCTURE CONSTRUCTION, GLENDORA, CA. KOA is providing Construction Management and inspection services to the City of Glendora for this grading, infrastructure, and street improvement tract development project. The project consists of two large single family tracts (#66608 & 66609) that were formerly the site of the Monrovia Nursery. City Ventures was the original developer and has since sold the project to William Lyon Homes. The project consists of demolition and arsenic soil remediation of the original site, mass grading, sewer, water, storm drain systems, tie-in to the existing Covina Canal Channel, dry utilities, Rule 20 backbone system, drainage and concrete v-ditches, retaining and garden walls, street improvements, *parksites, lighting, and landscaping*. The project is in a very sensitive neighborhood and requires public outreach / awareness. *Reference: City of Glendora, Frank Lopez, City Engineer, (626) 914-8246.*





SOMERSET PARK NEW PLAYGROUND, LONG BEACH, CA: KOA provided project management and Construction Management on this park playground installation project that included clarifying the City's needs, developing options to fit within the budget, assisting the City with the design, preparing the bid package and overseeing the bid process, oversee the contract administration and award, construction management of the project through completion. *Reference: City of Long Beach, George Kerr, Senior Engineer, (562) 570-6525*



CORONA ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTIONS CONTRACT, CORONA, CA: RINCON OFFSITE DEVELOPMENT TRACT #35973, CORONA, CA. KOA provided construction management and inspection services on this On-Call contract with inspection, for the installation of approximately 1,200 LF of 12" pressured Class 350 DIP Reclaimed Waterline including valves, Tee's, blow-offs, air vacs, 45 and 90 degree bends, fire hydrants, and irrigation services. The project also included work within a Sears retail center parking lot. Traffic control plans for all work were monitored. Inspection work also included trench compaction, repaving of asphalt streets, grind and overlays of badly damaged sections, curb and gutter replacement, and utility relocations. *Reference: City of Corona, Nelson Nelson, (951) 817-5741, Nelson.nelson@ci.corona.ca.us.*

CITY OF CORONA ON-CALL INSPECTION SERVICES CONTRACT CITY PARK RECLAIMED WATERLINE INSTALLATION, CORONA, CA. KOA provided construction management and inspection services on this On-Call contract with both day and night inspection, for the installation of approximately 4,200 LF of 12" and 6" DIP Reclaimed Waterline including waterline jacking. Installation included approximately 120 LF of 24" steel casing with 12" ductile iron under the BNSF railroad tracks at Joy Street in the City of Corona. The project also included work within Caltrans jurisdiction with 495' LF of 24" steel casing (work on East Grand under SR-91), and along neighboring rock quarry. Full traffic control plans for all work were monitored. Inspection work also included repaving of asphalt streets, grind and overlays of badly damaged sections, concrete cross gutter, curb and gutter replacement, handicap ramps, and utility relocations. *Reference: City of Corona, Nelson Nelson, (951) 817-5741, Nelson.nelson@ci.corona.ca.us.*



CITY WIDE STREET IMPROVEMENT PROJECT, HAWTHORNE, CA. KOA provided CM and Observation for street and sidewalk rehabilitation at multiple sites in the City of Hawthorne. This project removed and replaced curb ramps, driveways and sidewalk, a grind and overlay with ARHM, new signage and striping and the construction of new landscaped medians. The project area consisted of Rosecrans Boulevard from Crenshaw Blvd to Prairie Ave; Prairie Avenue from the 105 Freeway to El Segundo Blvd; 135th Street from Hawthorne Blvd to Inglewood Blvd. This was a federally funded project. *Reference: City of Hawthorne, Akbar Farokhi, Sr Engineer, (310) 349-2983.*



STREET IMPROVEMENTS & TRAFFIC SIGNAL UPGRADES ON CRENSHAW BLVD & 120TH STREET, HAWTHORNE, CA. CM & Inspection Services for the upgrade of traffic signals at the following intersections: Crenshaw Boulevard/120th Street, Crenshaw Boulevard/Jack Northrop Avenue, Crenshaw Boulevard/El Segundo Boulevard, Prairie Ave/120th Street, 120th Street/Doty Avenue and 120th Street/Van Ness Avenue. In addition to the above work the following sections of street were upgraded: Crenshaw Boulevard between the 105 Frwy and 135th Street and the section of 120th Street between Prairie Avenue and east of Van Ness Avenue. New raised landscaped medians were constructed along Crenshaw Boulevard. *Reference: City of Hawthorne, Arnold Shadbehr, P.E., Director of Public Works, (949) 768-0731.*



CORONA ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTIONS CONTRACT, CORONA, CA: RINCON OFFSITE DEVELOPMENT TRACT #35973, CORONA, CA. KOA provided construction management and inspection services on this On-Call contract with inspection, for the installation of approximately 1,200 LF of 12" pressured Class 350 DIP Reclaimed Waterline including valves, Tee's, blow-offs, air vacs, 45 and 90 degree bends, fire hydrants, and irrigation services. The project also included work within a Sears retail center parking lot. Traffic control plans for all work were monitored. Inspection work also included trench compaction, repaving of asphalt streets, grind and overlays of badly damaged sections, curb and gutter replacement, and utility relocations. *Reference: City of Corona, Nelson Nelson, (951) 817-5741, Nelson.nelson@ci.corona.ca.us.*

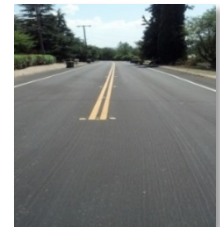


City of Yucaipa, “On-Call” Construction Management and Inspections Contract: Annual Street Rehabilitation 2012 - 2014, Project #1088, Yucaipa, California

KOA provided construction management, administration and inspection services on this ongoing On-Call contract for the City of Yucaipa’s annual street rehabilitation project. The project consisted of cold milling, grind and overlay of public and residential streets, pulverized existing 4” AC pavement, stockpile grindings, re-grade sub grade, place and compact Grindings to 95%, complete new paving at various locations, partial and full section removals and replacements, street widening, parking lot improvements, adjustment of existing manholes to finished grade, valve can adjustments, water line relocation, v-ditch and storm drain minor improvements, traffic control, and striping along with raised pavement markers and traffic control. Services included contract administration, bid process assistance, progress meetings, change order review and approval, pre-con meetings, maintaining project files and reports, contractor coordination, labor compliance, progress payment applications, punch lists, final reports, and all other related responsibilities. Other projects have included miscellaneous paving and street improvement projects. *Reference: City of Yucaipa, Bill Hemsley, P.E., Public Works Director, 34272 Yucaipa Blvd, Yucaipa, CA 92399, (909) 797-2489, bhemsley@yucaipa.org*



CITY OF YUCAIPA – 2012/2013 MICRO-SURFACING PROGRAM, YUCAIPA, CA. KOA provided construction management and inspection services on this On-Call project that consisted of approximately 500,000’ SF of Micro-Surfacing over existing asphalt streets as part of the City’s Annual Program. Inspection responsibilities included pre-construction meetings, review of plans and specifications, contractor coordination, daily inspection and observation of contractor performance, daily reports, quantity calculations, striping, final punch list and walk through for acceptance. *Reference: City of Yucaipa, Bill Hemsley, Director of Public Works, (909) 797-2489.*



LA HABRA STREET REHABILITATION AND WATER MAIN REPLACEMENT PROJECTS, LA HABRA, CA. KOA provided engineering design and project management services for the City of La Habra’s annual street rehabilitation and water main replacement projects since 2005. The pavement rehabilitation scope of work includes a complete assessment of pavement condition; geotechnical investigation; analysis of rehabilitation options and cost tradeoffs; development of PS&E, and management of the project throughout construction. The water pipeline replacement scope of work includes a complete assessment of pipeline conditions and break history, valve condition, fire flow needs, fire hydrant spacing, pavement strategy, development of plans, specifications and estimate, and management of the project throughout construction. Work included removal and replacement of curb, gutter, sidewalk, and driveways; construction of ADA curb access ramps; replacement of water pipelines, valves, hydrants, and services; full depth asphalt, and asphalt overlay. *Reference: City of La Habra, Sam Makar, PE, Principal Civil Engineer, 201 E. La Habra Blvd., La Habra, CA 90633, (562) 905-9720.*



LAMBERT ROAD AND HACIENDA WATER AND ROAD PAVEMENT REHABILITATION PROJECT, LA HABRA, CA. KOA conducted project engineering, including design oversight, construction management, and financial management, of this federally-funded Caltrans-administered arterial rehabilitation project for the City of La Habra. This project replaced water lines, repaired sidewalks and driveways, installed ADA curb ramps, rehabilitated pavement with asphalt rubber hot mix pavement overlays, striped, and replaced traffic loops. The \$2.1 million project on the major arterial highways Lambert Road and Hacienda Road included 13,000 tons of asphalt, 8,000 feet of water main, and 100 water services on 2 miles of arterial highway. *Reference: City of La Habra, Sam Makar, PE, Principal Civil Engineer, 201 E. La Habra Blvd., La Habra, CA 90633, (562) 905-9720.*



SPAULDING PARKING LOT IMPROVEMENT PROJECT, WEST HOLLYWOOD, CA: KOA designed and provided project management services for a new parking lot facility for the City of West Hollywood, utilizing permeable pavement, and low water usage parkway planters for stormwater infiltration and treatment. *Reference: City of West Hollywood, 8300 Santa Monica Boulevard, West Hollywood, CA (323) 848-6400*





City of Corona On-Call Inspection Services, Corona, CA. KOA has been performing construction observation services for the City of Corona's Capital Improvement Projects Program since 2010 for pavement rehabilitation, sewer, water & storm drain upgrades, and additional miscellaneous projects, which include:

- **6TH Street Rehabilitation:** The project was a pavement rehabilitation project for 6th Street, which is a major arterial from Riverside to the 91 freeway. KOA was brought in to complete the project. All of the work involved was done at night to avoid the heavy traffic experienced during daylight hours, and was completed on time and under budget.
- **Well 14 Connector:** The work involved the installation of new 16" ductile iron pipe to feed raw water from a pumping well into the water supply system, SWPPP and BMP compliance. Work also included pump station work. KOA provided the inspection services on this project for the City.

Additional City of Corona, On-Call Inspections Contract, Various Projects, Corona, CA.

- **Renaissance Development Project:** KOA provided Construction Management & Inspection on this project providing public works inspections on the Renaissance Development Project which was a tract development. This project consists of installing Ductile iron Pipe (DIP) water lines, all appurtenances and associated cathodic protection, air vacs, and fire hydrants, VCP sewer main and laterals, 18" - 36" RCP Storm Drain system and catch basins, curb and gutter, dry utilities, street lighting, SWPPP, asphalt paving, and a private park and tot lot. KOA inspectors were responsible for daily construction inspections, reports, meetings, coordination with the soils and materials testing firms and contractors and overall quality assurance for the city.
- **Encanto Apartments at Dos Lagos:** KOA provided Construction Inspection on the Encanto Apartment Development Project at Dos Lagos which was a 43 building Multi-Housing complex. This project consists of installing of 4"- 12" Ductile iron Pipe (DIP), all appurtenances and associated cathodic protection, water lines and fire hydrants, domestic and fire lines, 8" VCP sewer main and laterals, 18" - 42" RCP Storm Drain and 12" - 42" HDPE Storm drain system and catch basins, CONTEC underground water storage and filtering system, retaining walls, fencing, curb and gutter, dry utilities, street lighting, asphalt paving, and a small park and tot lot area as well as a recreation center. KOA inspectors were responsible for daily construction inspections, reports, SWPPP BMP compliance coordination with soils and materials testing firms, contractors and overall quality assurance for the city.
- **Harmony Homes Tract 32441 Development:** KOA provided Construction Management & Inspection on this project that consists of 14 large 4,300 – 5,600 square foot homes on ½ minimum lots providing public works inspections on the Renaissance Development Project which was a tract development. This project consists of installing 8" Ductile iron Pipe (DIP), all appurtenances and associated cathodic protection, water lines and fire hydrants, 8" VCP sewer main and laterals, 36" RCP Storm Drain system and catch basins, curb and gutter, dry utilities, street lighting, SWPPP compliance and asphalt paving. KOA inspectors were responsible for daily construction inspections, reports, coordination with the soils and materials testing firms and the Water Department, contractors and overall quality assurance for the city.
- **Palisades Apartments at Thomas Ranch Tract 35590-1:** KOA provided Construction Inspection on the Palisades Apartment Development Project at Thomas Ranch which was a 38 building Multi-Housing complex along with a commercial development and offsite improvements. This project consists of installing of 4"- 12" Ductile iron Pipe (DIP), all appurtenances and associated cathodic protection, water lines and fire hydrants, domestic and fire lines, 6" - 8" VCP sewer main and laterals, 18" - 36" RCP Storm Drain system and catch basins, 12" - 42" HDPE Storm drain system and catch basins, 2 CONTEC underground water storage and filtering system, retaining walls, fencing, curb and gutter, dry utilities, street lighting, and asphalt paving. KOA inspectors were responsible for daily construction inspections, reports, coordination with the soils and materials testing firms and contractors, SWPPP, and overall quality assurance for the city.

Reference: *City of Corona, Nelson Nelson, Public Works Director, 400 S. Vicentia Ave., Corona, CA 92882, (951) 736-2266, nelson.nelson@ci.corona.c.us.*



Project Management and Quality Control

At KOA, Each project is assigned a Senior Engineer, or Project Manager, to oversee the day-to-day operations of the project. The Project / Construction Manager will be responsible for all technical work, productivity, adherence to budget and schedule, invoicing, quality control, single point of contact and complete accountability to the client. The firm also assigns a Principal to the contract to ensure all resources are available to the Project Manager to complete the agreed upon tasks.

The Project Manager begins each project by refining the exact tasks to be undertaken, contacting other members of the project team, and attending project kickoff meetings with the client to fully understand the project tasks. The Project Manager assigns staff as needed to collect information on existing conditions, collecting existing printed data such as plans, as-builts or information on future projects that may impact the project site. Our Project Managers also appoint a Quality Assurance / Quality Control Manager who provides an independent check on the quality, accuracy and constructability of our design documents. Project Managers are responsible for determining percentage of completion, adherence to contracts, billing, and formal project close-out and client satisfaction.

For this Project, KOA proposes to utilize **Kevin Higgins as the Project Manager**. Mr. Higgins has been a Construction Manager on several large and smaller park projects from ½ acre to 10 acres with similar amenities to your project. Mr. Higgins has worked on over 50 land development communities and CIP projects that have included roadway and infrastructure improvements, landscape improvements, and park sites. He has selected a sampling of experienced inspectors who also have experience inspecting on parks, landscape improvements, and roadway and infrastructure improvements. The proposed staff will be available for this project at the proposed schedule.

KOA'S COST CONTROLS

KOA Corporation has a reputation for producing high quality work products. We have numerous repeat clients in both the public and private sectors who appreciate the quality of work and services that we provide. We have letters of recommendation from clients, and we have gotten client referrals from public agencies that have reviewed and approved our work and recognize the quality of our work products.

KOA's cost control measures include the use of a financial database that is continuously updated. Our financial database contains detailed information on project and task budgets and expenditures, which the KOA project manager as well as any of our KOA team members can review at any time. Project financial reports are also routinely distributed to each of our KOA project managers on a weekly basis. Whenever necessary, the KOA project manager can seek ways to implement cost saving measures and eliminate any inefficiencies in the work effort without sacrificing quality and responsiveness. By keeping project costs under control, we will be in a better position to preserve budget for additional tasks or assignments that may later be needed for the project.

QUALITY ASSURANCE / QUALITY CONTROL

KOA Corporation (KOA) understands that the City of Rialto is requesting qualifications from qualified professional firms to provide the City with Construction Management and Inspection services for the 7.5 Acre Joe Sampson Park Project and all other appurtenant roadway improvements to Randall Avenue, Cactus Avenue and Alru Street adjacent to the park. The KOA team also understands that the City intends to award one contract for this project and that you may need Materials Testing services as an option. For this project, we have teamed with John R. Byerly, Inc. to provide geotechnical and materials testing services. KOA has worked with them as well as the project architect on prior jobs. KOA will also provide Labor Compliance services to monitor the contractor to ensure prevailing wage compliance and perform employee interviews during the project.

The KOA team understands that this contract will include the coordination, construction management, and inspection services on this park improvement project that consists of rough grading, offsite and onsite infrastructure improvements, a large undesignated turf open space play area, a rubberized walking path and a traditional concrete walking path, exercise stations, restroom, park monument, four half-court basketball courts, a water quality basin, "dry" stream beds, mimicking the natural water courses native to this area, planting areas, several shade structures, tot and child playgrounds, significant in park parking, separate walking path and play area lighting, security cameras, park and parking lot gates and perimeter fencing, allowing the park to be closed and gated at night, and other park amenities.



The KOA team understands that if selected, we will ensure that all required improvements are constructed to the appropriate standards and the City Standards, Plans and Specifications, Caltrans Standards, City of Rialto Standards, 2012 Green Book standards, and all applicable standards. KOA team Construction Managers and Inspectors are familiar with all construction standards as well as OSHA standards, the Universal Building Codes, Caltrans Local Assistance Procedures Manual, Caltrans standards, and the Storm Water General Construction Permit standards

The KOA Team understands that a project like this park project has numerous variables that will be constructed simultaneously and many of these items require long lead times and we would ensure to coordinate with the contractor to make sure the submittals and RFI's are responded to quickly to get these items ordered and delivered prior to installation. There is also needed coordination with utility purveyors that needs to happen to ensure that the power is provided to the site on time and any other utilities are coordinated to be installed in a timely manner to ensure to stay on schedule.

KOA Corporation performs on similar contracts daily for various other cities and agencies providing the same type of coordination and construction inspection services that are being requested. Our Team's Construction Managers and Inspectors work on various contracts daily and are familiar with the paperwork and guidelines that are required on federal, state, local, and measure projects. KOA and our staff members have provided similar services for numerous park site projects that have included similar amenities as this project for cities throughout Southern California such as West Covina, Long Beach, La Habra, Rancho Cucamonga, Fontana, Corona, Brea, La Mirada, Anaheim, Torrance, Gardena, Irvine, and Rancho Palos Verdes, to name a few.

KOA understands that the project would begin in November of 2017 and that the construction schedule duration of 200 working days is allotted to the project. KOA understands that KASA Construction was the apparent low bidder on the project with a bid of \$5,147,000 and that it is anticipated that the City Council will be approving the award of the park in October. KOA team inspectors are certified construction inspectors who know how to review plans for constructability, potential claims, and to work with the City staff's to mitigate those claims before they happen. KOA team construction managers and inspectors are experienced at working with other cities, agencies, engineers and contractors to ensure that projects are built correctly the first time within schedules and budgets while avoiding change orders wherever possible.

As mentioned above, KOA staff is aware of this project and the fact that it sits right in the middle of a residential area and is surrounded by homes as well as a Flood Control drainage channel. With that said, KOA understands the sensitivity that comes with a project in this type of setting in regards to noise, dust, traffic impacts with reduced traffic during roadway improvements, SWPPP impacts during rainy season, and overall neighborhood impacts during construction. KOA will work diligently to ensure the contractor adheres to allowable construction time frames, does not fuel or run equipment outside working hours, notifies local residents of traffic closures, and manage the contractor's schedule. Knowing this, we have assembled a team of high caliber experienced construction managers, construction inspectors, storm water developers and practitioners, and other support staff if needed. These proposed individuals all have backgrounds on the public sector, land development, the consultant construction management and inspection sides of the business and are well rounded and cross trained in every facet of construction and all types of projects in California. KOA's proposed staff members have worked previously directly for the local Cities of Rancho Cucamonga, Fontana, and Anaheim; as consultants for Rialto, Yucaipa, Brea, Corona, Torrance, Chino, Highland, and numerous other cities; and for various consultants providing the same services requested for pre-construction, construction, and post-construction.

For this contract, the KOA Team understands the services that are requested by the City of Rialto to provide construction management and inspection for this park project and will provide the following services and responsibilities, but not limited to within the following phases and categories:

- A. Pre-Construction Phase
- B. Construction Phase
- C. Post-Construction Phase
- D. Construction Inspection Services
- E. Project Support Services (Labor Compliance and possibly Materials Testing)



Pre-Construction Phase Services

KOA Team will provide preconstruction services for this project and our staff will provide value engineering and constructability reviews, review project construction estimates and budgets, review and prepare construction schedules, provide construction administration services such as assisting with responding to RFI's accordingly by communicating with the City and the project architects and designers, conduct regular project pre-construction coordination meetings with City staff, Contractors, and other agencies or companies as appropriate to the project.

- KOA Team members are experienced and licensed professional engineers, certified inspectors, SWPPP practitioners and developers, ex-land developers, and office support staff that are experienced at performing constructability and value engineering on a variety of project plans and specifications. These experienced professionals know what errors and mistakes to look for on plans that can save the client time and money while avoiding potential claims.
- Our teams experience construction managers and inspectors will review submittals and RFI's and coordinate with the Architect and designer to respond quickly to keep the project flowing as well construction estimates compared to the project budgets and work with the City to ensure that the best value construction goals will be committed to the project.
- The KOA team will provide a Project Manager to coordinate Consultant Operations with the City. The Project Construction Manager will be the responsible point of contact assigned to direct and coordinate construction inspection activities with the Construction Managers and Inspectors.
- The KOA team will assign project personnel in varying levels of responsibility, as needed or coordinated with the City to meet the project schedule, project requirements and construction activities. This Construction Manager will be responsible to assure and maintain QC/QA and provide contract administration for all projects assigned.
- KOA Construction managers and inspectors will monitor and report Contractors' construction schedules on an ongoing basis and alert the City to conditions that may lead to delays in completion and/or construction cost changes of any Project.
- KOA will review and ensure compliance with all applicable environmental requirements.
- KOA staff will partner with the Contractors, the City and other agencies and/or companies as required.
- KOA team members are experienced and will assure that the Project meets all established City provisions, Provisions for Public Works Construction ("Green Book") and/or other standards that may be utilized in the plans and specifications for the project.
- KOA team members will assure that the Project meets all City NPDES requirements, the project's Storm Water Pollution Prevention Plan (SWPPP) and "Green Book" provisions.
- KOA team members will assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and complies with CEQA and/or NEPA regulations.
- KOA team members are experienced in working with the public and will attend and participate in neighborhood project meetings as requested by City staff as an extension of the City staff.

Construction Phase

- KOA will prepare Contractor progress payments and maintain payment records, verify certified payrolls, and supporting documentation. All progress payments shall be reviewed by the City for approval.
- KOA team members will provide a Project Construction Manager to coordinate Consultant Operations with the City. The Project Construction Manager will be the responsible single point of contact assigned to direct and coordinate construction inspection activities with the Construction Managers and Inspectors.
- KOA team members will assign project personnel in varying levels of responsibility, as needed or coordinated with the City to meet the project schedule, project requirements and construction activities. This Construction Engineer will be responsible to assure and maintain QC/QA and provide contract administration for all projects assigned.
- KOA will establish and maintain project records which will include, but are not limited to correspondence, memoranda, project personnel, schedules, materials data, certificates of performance, daily reports & photographs, labor compliance & EEO records, certified payrolls, Disadvantaged Business Enterprise (DBE) records, permits/agreements, contract documents, change orders, claims, CITY directives, meeting minutes, shop drawings, supplementary drawings, request for payment, names addresses, telephone and fax numbers of the Contractor, subcontractors and principal material suppliers.
- KOA is experienced in maintaining daily and accurate project files and will establish and maintain a neat, orderly



and methodical filing system for each Project using City policies/guidelines.

- KOA Construction managers and inspectors will monitor and report Contractors' construction schedules on an ongoing basis and alert the City to conditions that may lead to delays in completion and/or construction cost changes of any Project.
- KOA inspectors will prepare and maintain written and electronic Daily Reports using Caltrans format per Caltrans Local Assistance Procedures Manual or other format as approved by City. Photo documentation will be utilized to document daily work activities of contractor including, but not limited to, routine construction activities, changes in work, unforeseen conditions, etc.
- KOA Construction Managers and Inspectors will prepare and submit monthly Activity Summary Reports for each Project. The activity reports shall include updates on all construction activities, accomplishments, status of project budget and schedule.
- KOA will review and ensure compliance with all applicable environmental requirements.
- KOA staff will partner with the Contractors, the City and other agencies and/or companies as required.
- KOA team members are experienced and will assure that the Project meets all established City provisions, Provisions for Public Works Construction ("Green Book") and/or other standards that may be utilized in the plans and specifications for the project.
- KOA team members will assure that the Project meets all City NPDES requirements, the project's Storm Water Pollution Prevention Plan (SWPPP) and "Green Book" provisions.
- KOA team members will assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and complies with CEQA and/or NEPA regulations.
- KOA team members are experienced in working with the public and will attend and participate in neighborhood project meetings as requested by City staff as an extension of the City staff.
- The KOA team's Construction Inspector will act as a prime point of contact between the Contractor, City, City's construction surveyor, the City's materials inspector, and utility companies.
- The KOA Construction Inspector will maintain regular contact with the City's Project Manager and/or City Engineer.
- The KOA construction Inspector shall coordinate utility relocations with utility companies and their designees, as well as the Caltrans utility inspector.
- The KOA Construction Inspector will review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to the City. Should the City determine that changes are necessary, KOA will assist in implementation and processing of change orders in accordance with contract documents.
- The KOA Construction Inspector will provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. Expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- The KOA Construction Inspector shall coordinate review of shop drawings and Requests for Information (RFI) with the City's Project Manager and shall log and track all submittals and requests.
- The KOA Construction Inspector will be a qualified SWPPP coordinator, will review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with the City and/or Caltrans.
- The KOA Construction Inspector shall coordinate the implementation of City approved changes with the City's Project Manager and the design engineer.
- The KOA Construction Inspector shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

Construction Inspection

- The KOA Construction Inspector shall coordinate all required inspections necessary for the Project. Ensure that appropriate Caltrans, City, and local agency personnel are notified and present as required throughout the Project. Notify the City immediately regarding any directives, recommendations, notices, etc. received from agencies other than the City.
- The KOA Construction Inspector will perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable



laws, codes, and ordinances.

- The KOA Construction Inspector will exercise reasonable care and diligence to discover and promptly report to the City any and all defects or deficiencies in the materials or workmanship used in the Project.
- The KOA Construction Inspector assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction ("Green Book"). Consultant personnel shall have the ability to read and interpret construction plans and specifications. Consultant personnel shall also have knowledge of State of California Construction Safety Orders (CaIOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, Consultant personnel shall be familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- Assignments to be performed by our Construction Inspector shall include, but are not limited to the following based on the specific project on an as needed basis:
 - A. Paving, street rehabilitation methods and procedures, and sub grade inspection, structures and foundation inspection, signing and striping inspection, storm drain inspection, utility inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - B. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - C. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - D. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 - E. Preparing construction sketches, drawings, and cross-sections, as necessary.
 - F. KOA staff will maintain and assist in the preparation of as-built plans.
 - G. KOA Staff will provide inspections for environmental compliance.
 - H. KOA staff has several certified QSP's and QSD's and will maintain awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions required by Caltrans.
 - I. Monitoring Contractors' compliance with applicable regulations required by AQMD.

Project Support

Materials Testing and Geotechnical Services

- The KOA Manager and Construction Inspector will coordinate all soils and materials testing, with our sub-consultant – John R. Byerly, Inc. if needed or with the City geotechnical engineer on this project. KOA Inspectors will ensure timely coordination of all material testing requests from the Contractor with the City. The City may provide all necessary Project related Materials Testing and Geotechnical Services including soils and concrete testing, under separate contract.

Labor Compliance

- KOA Staff will review each DIR submittal for the contractor for labor compliance and coordinate with the City, the other consultants to ensure that necessary documents are obtained. KOA Inspectors will assist the City in the coordination, timely processing and verification of approval for all labor compliance and conduct random interviews of contractor employees to ensure that they are paying proper prevailing wage rates. Our Construction Manager will ensure that the Contractor submits all hard copies of the DIR submittals in the project files with all private information blacked out.

Cost and Schedule

- Our KOA Construction Manager and Inspector shall monitor and track the following:
 - A. Contract pay item quantities and payments
 - B. Contract change orders
 - C. Supplemental work items
 - D. Agency furnished materials
 - E. Review and monitor Contractor's schedule and inform the City of any significant changes or deviations in



- the schedule and/or construction costs.
- F. Consultant Construction Inspector shall provide and maintain a Project Plan of field personnel staffing, equipment and materials.
 - G. Monitor and assess the Project Plan to establish Quality Control and Quality Assurance.
 - H. In cooperation with the City, the Project Plan shall be periodically updated to reflect Project progress and needs.

Contract Change Orders and Claims

- KOA Inspectors will receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to the City shall be accompanied by Consultant Construction Inspector recommendations.
- Where applicable, KOA will convey proposed changes to design engineer, project engineer, other project consultants, and/or Caltrans.
- If the requested changes are accepted, KOA will negotiate and prepare appropriate Contract Change Orders.
- KOA will attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CBM will consult with the City prior to its preparation. Unless directed otherwise by the City, the preferred method of payment for Contract Change Orders should be as follows
 - A. Agreed Price
 - B. Adjustment in compensation to a bid item
 - C. Time and materials or Force Account consistent with applicable standards
- KOA Inspectors will attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes
- KOA Inspectors will assist the City, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against the City or the Project.

PROJECT DELIVERABLES

Daily Construction Observation Reports: KOA and/or its deputy inspection sub-consultant will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the contractor. Completed daily reports will be transmitted to the City on a weekly or daily basis, whichever is preferred.

Project Progress Meetings: KOA will coordinate, schedule, prepare the agenda, and administer weekly or Bi-weekly project progress meetings that include all stakeholders and related project partners to ensure that the project is running smoothly and issues are being addressed regularly to keep the project on time and under budget.

Monthly Periodic Progress Reports: KOA will cooperatively develop, with the Project Stakeholders, the format and information required for reports that may be required during the construction phase.

Progress Payment Processing: A cost control system, based on the Contractor's schedule of values, approved change orders and the contract amount shall be developed and implemented to monitor construction progress costs.

Final Inspection: All corrections must be made before KOA recommends processing of the "Notice of Completion". KOA is noted for our attention to detail. Not only have we excelled at closing out our own projects, but we have been requested to and successfully closed out problem client projects where our services were not initially utilized. Upon completion of the punchlist and final sign off by all project stakeholders, KOA will make recommendation to City regarding Contractors final progress payment request and prepare final progress payment report for submission to City.

Delivery of As-Builts and close-out documents: KOA will review "as-constructed" plans and prepare "as-constructed" reports. KOA will enforce the provisions of the specifications to require the Contractor to submit well documented operations and maintenance manuals, warranties & guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. KOA will perform closeout duties including final organization of



project files and submit to the City for final approval, and assist with the filing of the notice of completion and release of retention.

Project Files: KOA will maintain both an electronic and hard copy record of project files. The file system will be in accordance with the Caltrans Local Procedures Manual and will contain a comprehensive record of the project pertinent information. KOA is experienced in maintaining daily and accurate project files and will establish and maintain all records.

As noted above, we are committed to generating quality work products and strive to producing quality projects. We have staff experienced in all facets of construction management and inspections and we are particularly strong in managing and inspecting high quality improvements that will last for years.



Capacity

KOA Corporation is one of the largest, most well recognized firms in Southern California in the areas of general civil engineering and construction management services, traffic design and transportation planning.

KOA is a California Sub-Chapter S Corporation. The management structure of the firm is a vertical hierarchy, with the President and CEO having full responsibility of the firm management. Under the President and CEO, there are five offices, each managed by an individual office manager. The CEO and five office managers form the KOA management team. The management team confers weekly on mutual administrative and technical issues, and meet face-to-face on a monthly basis to review performance results. It is a seamless management structure where every office is accountable for their technical performance, client service and fiscal responsibilities. All of our offices work closely together by sharing KOA's pool of professionals, staff and resources to ensure our clients receive the best professional services from KOA. Of our 98 staff members, KOA has 24 California registered Professional Civil Engineers, five registered Professional Traffic Engineers, and four who are both Professional Civil and Traffic engineers. In addition, we have three Certified Planners and two LEED certified professionals.

Project Team

Our organizational approach will be based upon our knowledge of the City's objective, project requirements, and our subsequent translation of those into a project plan. It will provide structure for directing, controlling, and reporting project activities. The KOA Team's management plans for the engineering services will provide the mechanism to ensure high-quality end products in a timely and cost effective manner. The management plan elements include technical, schedule and cost control, progress reporting, coordination, and organization. Internal cost control procedures include budget control, which is facilitated by computerized management information reports that provide tabulations of actual cost and manpower expenditures incurred against those budgeted. The Project Manager will be responsible for exercising cost control manpower scheduling and resource allocation and estimates of cost-to-complete, performed on a period-by-period basis.

After a project to be performed by KOA under this agreement is identified by the City, KOA will review the task order and identify the scope of services, expected results, and project deliverables. A Time/Cost estimate for each Task Order will be included in the Quality Assurance/Quality Control Plan that KOA will submit to the City.

Additionally, if awarded this project, we will quickly assess our resource commitments and identify the most qualified staff and Inspectors. We will then assess the availability of technical staff based on our extensive array of staff resources available to us. We anticipate that the following key staff members may be available to be utilized for the proposed project:

- Chuck Stephan, P.E. Principal in Charge, Principal Engineer
- Kevin Higgins, Construction Manager
- Tom Clark, Support / Alternate Construction Manager
- David Hernandez, Senior Construction Observer
- Crispin Cole, Senior Construction Observer
- Rick Kerrigan, Senior Construction Observer
- Clifton Strickland, Construction Observer
- Douglas Ramos, Construction Observer

KOA Corporation has additional professional technical staff available for assignment, including:

- Registered Civil Engineers
- Registered Traffic Engineers
- CAD technicians
- Graphics, ESRI, and GIS technicians

KOA regularly partners with specialty sub-consultants. We can provide specialty services as needed depending on the project scope of work required. For this project, we have teamed with Byerly for Soils and Materials Testing (If Needed) as requested.



Resumes

KEVIN HIGGINS
Construction Manager

PROFESSIONAL EXPERIENCE

Mr. Higgins has nearly 20 years of experience in the construction industry that enables him to work independently or under the direction of others. Placing a strong value on teamwork, he has worked closely with engineers, contractors, designers, landscape architects, agency staff, and other inspectors to resolve field issues. Technical knowledge: Municipal projects, roadways and bridges, land development communities, commercial buildings, flood control channels and basins, infrastructure and dry utility systems, and residential housing. In depth knowledge of CALTRANS Standard Plans and Specifications and road, infrastructure, SWPPP construction practices.

Education:

B.S., Business Management, California State Polytechnic University, 1987

Certifications

Multiple Management, Project Management, Landscape, and SWPPP Training Courses
24-Hour and 8-Hour Caltrans SWPPP Certified / Construction Certified

Years w/Firm: 5.5

City of West Covina – Orangewood Park Soccer Improvements Project No. SP-16018, West Covina, CA: (May 2016-Present) Mr. Higgins is providing Construction Management and Inspection services for this nearly \$4,000,00.00 Soccer park conversion project that consists in general of providing construction management and inspections for the demolition of the existing baseball complex and parking lot, survey, temporary facilities, grading and import fill material, new asphalt parking areas, concrete curb and gutter, various drainage, drain inlets, masonry block walls, poured in place concrete walls, decorative pavers, tubular steel fencing and posts, concrete flatwork, asphalt parking improvements, decomposed granite, playground equipment and amenities, bike racks, trash enclosures and receptacles, BBQ amenities, aluminum bleachers, field turf, landscaping, signage and striping, lighting and electrical, picnic shelters, and a large building that includes concessions, restrooms, lockers, office, and storage areas.

City of Corona, On-Call Construction Management and Inspection Contract, Corona, CA (2012–Present). *Construction Manager* on this on-going On-Call contract for the City of Corona which has included the City Park Reclaimed Water and Street improvements, Smith Avenue Water Line Project, Rincon Water Line Upgrade, Palisades Apartment Complex onsite and offsite improvements, Renaissance Tract Development, Encanto Apartment Infrastructure project, Excel Business Park, Via Blairo Sewer Improvement and Rehabilitation Project and other projects since July of 2012. The projects consisted of ductile iron water and sewer lines, underground storage tanks, storm drain systems, cross gutter, curb and gutter and sidewalk improvements, trench repair, grind and overlay, street lighting and traffic signals, and other rehabilitation improvements of public and residential streets throughout the city. Mr. Higgins was responsible for reviewing plans and specs, pre-construction meetings, weekly project meetings, providing construction inspectors, approving quantities and invoicing, direct communication with City staff for project details, project documentation and close-out reports.

Mountain View Park – 5 Acre Park Project, City of Rancho Cucamonga, CA: Mr. Higgins provided construction management services for this \$4.5 Million park-site project that consisted of a community baseball / softball field, soccer field, basketball courts, tot lots, restroom building, open fields for activities, shelter structures, exercise stations, trash enclosures, contour grading, storm drain, sewer, water, meandering sidewalks and bike path, decorative concrete paver walkways, lighting and parking lot area with ADA signage and ramps, hard-scape and landscaping improvements.

Summit Heights Community 10-Acre Park Project, Fontana, CA: Mr. Higgins provided Construction Management for the Construction of Summit Heights 10 Acre Park that consisted of a community baseball / softball field, soccer fields, basketball courts, tot lots, restroom building, green belt areas, shelter structures, exercise stations, bar-b-que stands, trash enclosures, storm drain, sewer and water, meandering sidewalks, lighting and parking lot area with ADA signage and ramps, block walls, wrought iron fencing, hardscapes and landscaping improvements.

City of Glendora, Monrovia Development Project, Glendora, CA (2014-15). *Construction Manager-* Mr. Higgins provided construction management and inspection services for this project that consists of two large housing tracts (66608 & 66609) and 128 ½ acre lots for William Lyon Homes and City Ventures. This project consist of grading, large storm drain system with pipe from 18" – 84", 42" Ductile Iron Covina Canal line replacement, 8" VCP sewer mainline with 6" laterals, 8"- 12" Ductile Iron water mainline and services, fire hydrants, meters, air vacs, blow-offs, curb and gutter, asphalt street improvements, Rule 20 underground utilities, street light system, park-sites, walls and landscaping, public outreach and all included work. Maintained daily inspection reports, coordinated soils testing, photo documentation, attended pre-construction meetings and weekly progress meetings, maintained project files, performed inspections, and completed final project report.



City of Glendora, Zone 4 Waterline Replacement Project, Plan No. 1080 Glendora, CA (2014-15). *Construction Manager/Inspector.* Mr. Higgins recently provided part-time construction management and inspection services for this project that consists of approximately 6,120' lineal feet of 8-inch, 10-inch, and 12-inch ductile iron pipe and appurtenances, new services, fire hydrants, and tie-ins to existing water lines. The project construction period is 120 working days and the work involved private easements and a connection to a water tank that was being constructed at the same time. Mr. Higgins provided review of daily construction reports, oversight of quality control and inspection services, communicating with the City's Project Manager, overseeing the traffic control and construction activities, monitoring safety and SWPPP BMP's and working with the contractor and soils testing firms to ensure the project is being constructed according to the project plans and specifications.

City of Yucaipa – On-Call Construction Management and Inspection Contract 2012 – 2014

Construction Manager on this ongoing On-Call contract for the City of Yucaipa which has included the Annual Street Rehabilitation Project #10883 and the Annual Micro-Surfacing program #10882 projects since October of 2012. The projects consisted of cold milling, grind and overlay and other paving rehabilitation improvements of public and residential streets and micro-surfacing (slurry) of additional streets throughout the City. Mr. Higgins was responsible for reviewing plans and specs, pre-construction meetings, providing construction inspectors, approving quantities and invoicing, direct communication with the City staff for project details, project documentation and close-out reports.

City of Brea – On-Call Construction Management and Inspection Contract 2012 – 2015: Construction Manager part time on the City's On-Call contract that oversaw and provided construction inspections for the following projects:

- Birch Street Landscaped Median Enhancement Project #7862/5237(022)-Phase 1 & #7204/5237(023)-Phase 2,
- Master Plan Sewer Upgrade Phase 4, Project No. 7618,
- Residential Street Rehabilitation FY 2012, project No. 7283
- Fire Station # 4 Project

Mr. Higgins was responsible for reviewing plans and specs, pre-construction and construction meetings, providing construction inspectors, approving quantities and invoicing, responding to RFI's, Change Order review, direct communication with City staff on projects, project documentation and close-out reports.

City of S. El Monte – On-Call Construction Management and Inspection Contract 2015 – 2018

Construction Manager: On this ongoing On-Call contract for the City of S. El Monte which has included the Sewer Lining Project that consisted of lining an existing 4,800' If of VCP sewer, lining 10 manholes, camera and cleaning of lines prior to lining, Caltrans and County Sanitation Coordination, and day and night work Mr. Higgins was responsible for reviewing plans and specs, submittal review and processing, Request for Information (RFI) review and processing, pre-construction meetings, Bi-weekly project progress meetings, providing construction inspectors, approving quantities and invoicing, direct communication with the City staff for project details, project documentation and close-out reports.

Baseline Avenue Widening, City of Fontana, CA: Senior Construction Manager - Responsible for project supervision, inspections, attending / organizing project meetings, monitoring subcontractor performance and maintaining SWPPP BMPs. He coordinated with city, county agencies, civil and soils engineers, utility consultants and the public to ensure awareness and quality standards. Project involved two LMD landscaped areas, all infrastructure work including street widening and improvements, flood channel expansion, enhanced colored asphalt, decorative concrete, cobble rock mats, drainage, storm drain, sewer, water systems, curb and gutter, sidewalk, asphalt paving, traffic signals, street light relocation, and public street light system. Project Cost: \$ 12.5 million.

Land Development Infrastructure and Improvement Projects for KB Home Developments in the City of Rancho Cucamonga, CA: Construction Manager - Responsible for construction management of 6 multi-family development projects in Rancho Cucamonga. Projects involved all infrastructure work including drainage, storm drain, sewer, public/private water systems, traffic signals, six miles of block walls, decorative pavers and concrete, decorative cobble and rock blanket installations, SWPPP inspections and reports, dry utilities including Rule 20 underground, and all public/private landscaping. Projects and duties included plan review, daily dairies, quantity take-offs, bids, contracting, scheduling, asphalt grinding, paving and concrete inspections, and signage and striping, supervision. Projects also included landscaping work and sound walls for Caltrans along the I-15 Freeway in Rancho Cucamonga and Fontana as well. Project Cost: Averaged \$35.5 Million.



CHUCK STEPHAN, PE, Vice President
Principal-in-Charge

PROFESSIONAL EXPERIENCE

Chuck Stephan has over thirty years of extensive experience in engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and construction management disciplines.

City of La Habra Engineering Services – Program Management, Project Management, Design, Construction Management, La Habra, CA (2003 to Present): Provided engineering services to the City of La Habra

Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. Projects included:

- Park facility ADA improvements, athletic fields, soccer fields, survey staking
- Annual pavement rehabilitation projects
- Annual water main replacement projects
- Arterial rehabilitation projects with federal-aid funding
- Intersection improvements with federal-aid funding
- Pedestrian facilities (Curb, gutter, sidewalk, ADA ramps) with Safe Routes to School funding
- Alley reconstruction with CDBG funding
- Plan checking
- Bid Assistance
- Storm drain improvements

Port of Long Beach Pier J Bike/Ped Path PS&E, Long Beach, CA. Project Manager. The KOA team helped the Port design their first bike path, which ran adjacent to various tourist attractions. A combination of Class I, II, and III bike lanes; innovative bike facilities; landscapes; wayfinding signs; public art/display boards; and three crescent piers were provided for pedestrians and bicyclists along the southshore ocean-front area that included access to the hotels, the Harbor Light Yacht Club, the Reef Restaurant, Harry Bridges Memorial Park, Catalina Express charter services, the Russian Submarine Scorpion, the RMS Queen Mary, Carnival Cruise Lines terminal, Island Express Helicopters, and the recreational fishing area along the riprap lining the east shoreline of Pier J.

OCTA Orange County Intersection Assessment, Orange County, CA. Project Manager. KOA was selected by OCTA to perform an intersection assessment study throughout Orange County. The goal of the assessment is to prioritize the top congested intersections within the County based on the future traffic conditions. KOA worked closely with OCTA staff and went through the process of initial screening more than 200 critical intersections, selecting 100 intersections for analysis, 50 intersections for improvement measures and 10 intersections for Multi-modal LOS analysis.

Heritage Park Playground, Irvine, CA: Project Manager for this small parksite that included playground and tot lot improvements, rubberized and sand surfacing, interactive water features, sidewalks, ADA improvements, asphalt parking lot and perimeter improvements, landscaping and irrigation, and other related park amenities. Mr. Stephan assisted the client with design and construction management of the project through completion.

Hess Park, Rancho Palos Verdes, Project Manager for this small parksite that included sidewalks, ADA improvements, asphalt parking lot improvements, driveway improvements, permeable parking areas, and other related park amenities. Mr. Stephan assisted the client with design and construction management of the project through completion.

Osornio Park Grading Improvements, La Habra, California- Project Manager/Design Engineer. Mr. Stephan prepared plans, specifications, and estimate (PS&E) for grading Osornio Park to enlarge the current soccer field and install a new junior size soccer field. Work included site review, coordination of surveying, preparation of PS&E, and assistance throughout construction.

Education

BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo (1982)

Registrations

Prof. Engineer, Civil, CA #C50481, 1993

Prof. Engineer, Civil, OR #1872, 1995

Prof. Engineer, Civil, HI #843, 1996

LEED Accredited Professional, 2007

Years w/Firm: 18



TOM CLARK
Construction Manager

PROFESSIONAL EXPERIENCE

Mr. Clark is a results-driven project manager with more than 36 years of experience successfully shepherding public facilities through planning, design and construction. During his career, he has successfully overseen the delivery of a regional bus transfer terminal, 10 libraries, 2 sheriff stations, a fire station, 2 health care facilities, a city hall, a fleet facility, and multiple hotel, resort, mall-retail center, and custom single family home projects. His thorough conscientious understanding of project management, request for proposal development, the architectural planning and delivery process, public outreach, construction management, and all other aspects of project delivery services. As Construction Manager/Project Manager, he has extensive experience in public agency contracting including oversight of prevailing wage compliance, certified payroll and stop notices, organizing and conducting project meetings with the contractor and stakeholders, managed project budgets, schedule and negotiated change orders and makes payment recommendations to the client.

Education

Environmental Design Program,
Oklahoma State University, 1974 -1979

Professional Affiliations

Associate member of The American
Institute of Architects, 1986, CA
Council, San Diego Chapter

Years with Firm: 3

PROJECT EXPERIENCE

City of Anaheim - Mira Loma Park and Community Center, Anaheim, CA

KOA provided construction management and inspection services for this \$3.4 million LEED community center and adjacent landscaped area park project. The main component of the project was re-purposing and expansion of an existing 4,300sf industrial building into a multi-purpose community building. The Center was constructed as a LEED Silver building with PV panels on an adjacent shade/ramp structure. The building construction was a combination of concrete block and structural steel, with standing seam roofing and metal stud partition walls. The building included a reception area, public restrooms, storage and equipment rooms, games and multi-purpose rooms. The project included the construction of extensive retaining walls, a splash area, landscaping and a picnic area.

Soccer Field Conversions – City of Long Beach, Long Beach, CA

KOA is currently providing Project Management Services for the conversion of natural *grass soccer fields to artificial turf* at 2 parks in Long Beach. The work effectively involves the redevelopment of the soccer field area of both parks transforming them into soccer orientated parks as opposed to parks with soccer fields. The work involves installing an extensive subterranean drainage system; grading; constructing a specialized porous sub-structure and the installation of the artificial turf. An organic cork-sand mix is being used as filler, which required an irrigation system that dampens and cools the surface, which is also used for cleaning. The projects are being constructed together for a cost of \$1.8 million and are scheduled for completion in early fall of 2016.

City of El Centro, El Centro Regional Bus Transfer Terminal, El Centro CA: This \$3.6mil Construction Contract, with federal funding will be completed in early this November. The project involved the demo of a Fox Theater built in the 1920's in the old urban downtown area with new concrete off-site street improvements and upgrades to the 1920's underground wet and dry utility back-bone. This project with its open shade canopies, with mist systems for outside cooling during the hot months, will energize the local transit system. It also has a self-sufficient photovoltaic system.

County of Riverside, Thermal Sheriff and Aviation Complex Thermal, CA (April, 2012): A unique feature of this \$45 million Project is the 600 deep-pile foundations for the two stand-alone buildings; a 100,000 sf. fleet-facility building, a main chiller plant and a long-span aircraft hangar to support four helicopters. The project also included the adding of 250-feet to the approach to the main Thermal Airport Runway, which required FAA approvals/ inspections.

City of Anaheim, Central Library, Renovation Phases 1, 2 & 3, Anaheim, CA (2007–2010): The construction involved the renovation of the library in three separate phases, which enabled the City to continue operating the library during the first two phases of construction activities. The library was built in the early 1960s and each of these very different phases has added a comfortable modern feel.

City of Murrieta, Murrieta City Hall and Library, Murrieta, CA (2008): This 14,000 SF project was constructed using the CM-at-Risk Delivery Method. The city hall was constructed in concert with the Murrieta Library, which was built first and included the installation of all the utilities required for both structures on the campus. The project also included a parking lot and access roads. The two buildings were completed in 30-months.



DAVID HERNANDEZ
Senior Construction Inspector

PROFESSIONAL EXPERIENCE

Dave Hernandez has been with KOA since 2015 after having worked for 34-years as an inspector for the City of Anaheim. He was an integral part of the team, participating in the development and implementation of goals, objectives, policies and priorities for the Anaheim Resort Maintenance District. All of his experience has been with the City, the last 15-years of which was with the Resort District.

PROJECT EXPERIENCE

**City of West Covina – Orangewood Park Soccer Improvements
Project No. SP-16018, West Covina, CA: (May 2016-July 2017)**

KOA is providing Construction Management and Inspection services for this \$3,900,000.00 Soccer park conversion project and Mr. Hernandez is the full-time inspector on this project that is currently wrapping up. The projects consisted in general of providing construction inspections for the demolition of the existing baseball complex and parking lot, survey, temporary facilities, grading and import fill material, sewer, water, new asphalt parking areas, concrete curb and gutter, various drainage, drain inlets, masonry block walls, poured in place concrete walls, decorative pavers, tubular steel fencing and posts, concrete flatwork, asphalt parking improvements, decomposed granite, playground equipment and amenities, bike racks, trash enclosures and receptacles, BBQ amenities, aluminum bleachers, field turf, landscaping, signage and striping, lighting and electrical, picnic shelters, and a large building that includes concessions, restrooms, lockers, office, and storage areas.

Education

AA, Cypress Jr College, 1981

NPDS Training

Water management

Year Entered Profession

1981

Year Started with Firm

2016

Certifications

WATCH Manual Traffic Controls

Landscape Certifications

Years with Firm: 2

Anaheim Resort Maintenance District, Anaheim, CA (2000 – 2015)

The Anaheim Resort District encompasses the Anaheim Convention Center, Disneyland and all the hotel, restaurant and entertainment and open space areas in the district. Dave managed and inspected a wide range of CIP and maintenance projects in the very busy, high profile district. The work included the installation of storm drainage improvements, sidewalk upgrades, PCC and AC pavement construction and landscape improvements. The projects that Dave managed and inspected include the following:

- Anaheim Public utilities 12 KV project
- Palm tree removal and replacement project Anaheim Resort Maintenance District
- Convention Way street and landscape rehab.
- Anaheim Convention Center Arena and Fountain landscape and hardscape project
- Anaheim Garden Walk ROW landscape and hardscape 2010
- Gene Autry Way and Bridge project landscape and hardscape 2011
- Anaheim Convention Center Transit plaza landscape and hardscape 2011
- ITS Way Finding Sign project 2012
- Anaheim Convention Center Grand Plaza landscape and hardscape 2012-2013
- Manage Resort Pavement Rehab project Katella, Anaheim Blvd, Haster, Harbor 2014
- Manage Anaheim Resort Maintenance District slurry project schedule and inspect 2014
- ITS Way Finding Sign Project 2014
- St College/Katella widening / improvement landscape and hardscape project 2014-2015
- Anaheim Convention Center Betterment Seven landscape and hardscape 2015
- ROW concrete and asphalt projects

Dave's roles included:

- Assessing emergency situations and responding accordingly.
- Enforced all applicable National Pollutant Discharge Elimination System (NPDES); CALOSHA; and other pertinent local, state and federal regulations and guidelines.
- Maintained records concerning operations and programs; prepare reports on operations and activities
- Coordinated activities with those of other divisions and outside agencies and organizations;
- Provided staff assistance to higher level supervisory and/or management staff; prepare and present staff reports and other necessary correspondence.
- Prepared specifications and bid packages; review bids and recommend vendor selection;
- Administered and monitored contractor and vendor performance.



CRISPEN COLE
Senior Construction Inspector

PROFESSIONAL EXPERIENCE

Mr. Cole has over 35 years of varied construction and construction inspection experience including bridges, rail, piers, marinas, public facilities, water, sewer, & storm drain lines, and streets and sidewalks.

Crispen preformed numerous inspection services with KOA/CBM for Streets & Sidewalks, and Water & Sewer. In addition, he is our key inspector for Bridge, Rail and Pier projects. Mr. Cole is certified as Competent Person Underground and familiar with pipe-fitting standards.

PROJECT EXPERIENCE

Residential & Arterial Overlay 2011, Thousand Oaks, CA: Construction Observer. CBM provided complete construction management and inspection services for this \$7 million residential and arterial pavement rehabilitation project. Work included repair of concrete curb, gutter, sidewalk, cross gutters, and driveways; pavement repairs; edge grinding; asphalt rubber hot mix overlay; striping and markings; and traffic signal loop detectors. Construction Cost \$7,000,000.

Jessen Drive Bridge over Earle Canyon Replacement, La Cañada Flintridge, CA: Construction Inspector. The project consisted of the complete replacement of the historic 1940s timber structure for structural deficiency. The project involved major impacts and concerns to nearby elementary school and utilities. This Caltrans federally funded project involved the replacement with new cast-in-place abutments and wing walls, precast girders, new deck pour, asphalt overlay, signage and striping, and reconfiguring of approach streets. All utilities including electrical, communication, sewer, water, and cable TV were reconfigured. Cris was involved heavy emphasis on traffic control, emergency routing, biological monitoring, tree protection, strict NPDES requirements, and local access maintenance.

Torrance Blvd Rehabilitation, T-43/44, Torrance, CA: Construction Observer. The scope of work consisted of the grinding and removal of existing pavement, concrete and asphalt paving, pavement slurry seal, removal and reconstruction of sections of the street, construction of curb and gutter, sidewalks, driveways, ADA ramps, irrigation and landscaping of existing medians, striping and adjustment of utilities and other work. In addition to the above the project involved the removal and replacement of 50,500 SF of residential sidewalks, and the removal and replacement of cross gutters at 9 intersections.

Arterial Roads Rehabilitation Project Fiscal Year 2010-2011, Rancho Palos Verdes, CA: Assistant Project Manager. He prepared Plans, Specifications and Estimate for the rehabilitation of Palos Verdes (PV) Drive South in the City of Rancho Palos Verdes. PV Drive South is a challenging arterial highway winding along the bluffs of the Palos Verdes peninsula overlooking the Pacific Ocean. The street varies from a fully developed 4 lane divided highway with bicycle path, to a 2 lane highway over unstable creeping subgrade soils. Rehabilitation strategies included selective removal and replacement (R&R) areas, asphalt rubber hot mix (ARHM) and conventional asphalt overlays, and microsurface application. Work included the relocation and improvement of bus pads and shelters, retaining walls, PCC repairs, striping and markings. A comprehensive traffic sign field review and replacement plan was prepared to bring all traffic signs into uniformity and conformance with MUTCD requirements. Construction Cost \$2,000,000.

Valley Drive & Aviation Blvd, Manhattan Beach, CA: Construction Inspector. CBM provided Construction Engineering and Project Management services for the City of Manhattan Beach for these two projects including rehabilitation of Aviation Boulevard from Marine Avenue to Manhattan Beach Boulevard, and Valley Drive from 15th Street to Sepulveda Boulevard. The worked included asphalt pavement milling and overlay, localized reconstruction, utility adjustments, striping and markings, and other incidental work. Both of these projects were funded with ARRA grants. CBM performed complete management throughout construction such that the project was completed in accordance with federal-aid requirements. The scope of work included daily record keeping and inspection, weekly meeting notes and reports, photographs, change order and Request for Information processing, DBE/UDBE monitoring, Quality Assurance Program (QAP) implementation, City and utility coordination, and employee interviews.

Education

American University in Beirut
A.A. Business Administration, Northern
Arizona University (1975)

Certifications

Qualified SWPPP Practitioner (QSP) #22536
Certified Erosion, Sediment and Storm Water
Inspector (CESSWI) #2602
Competent Person Underground Certified
Years with Firm: 10



Crenshaw Blvd, Torrance, CA: Construction Inspector for the Street improvements to Crenshaw Blvd from Maricopa Street to Sepulveda Boulevard. Specific improvements include AC pavement reconstruction, repair, and overlay; replacement of damaged curb, gutter, and sidewalks; and construction of ADA curb access ramps. The project will be constructed with, and in compliance with, federal-aid American Recovery and Reinvestment Act (ARRA) of 2009.

Imperial Highway between Inglewood & Prairie, Hawthorne, CA: Construction Inspector for this removal & replacement inspector for this small asphalt and concrete rehabilitation project.

Intersection Improvements at Firestone & Garfield, City of South Gate, CA: Construction Inspector. This project involved roadway improvements and widening at the intersection of Firestone Blvd and Garfield Ave, two heavily traveled major arterials (level of service "F"), in the City of South Gate. The work included removal of the deteriorated asphalt pavement and full reconstruction of an 18" PCC roadway section, widening of southbound Garfield Ave by 12 feet north of the intersection and 5 feet south of the intersection, traffic signal upgrades, and ADA improvements. Construction Cost \$1,750,000.

West Lake Village, Potrero Creek Bridge Project, Thousand Oaks, CA: Superintendent / Structural, L.A. Engineering. Removal and reconstruction of existing bridge in two phases while maintaining two way traffic. Project includes driven friction pile, excavation in environmentally sensitive waterway, demolition and construction of CIP box Beam Bridge and new 12" water main, communication and electricity inside bridge.



PATRICK “RICK” KERRIGAN
Senior Construction Inspector

PROFESSIONAL EXPERIENCE

Mr. Kerrigan has over 30 years of experience in public works construction, inspection and oversight on various sewer and water, storm drain, and street improvement projects. Mr. Kerrigan was lead inspector on a number of capital improvement projects for the Cucamonga Valley Water District. He has overseen small to large Capital Improvement projects, inspections of new water lines, sewer lines, pump stations, wells and other public works that pertain to water distribution and sewer systems as well as land development and infrastructure improvement projects. Mr. Kerrigan worked for the *Cucamonga Valley Water District for nearly 30 years*. He has inspected on numerous projects and some are listed below in his project experience.

PROJECT EXPERIENCE

The Haven Avenue Sewer Project- Lead Construction Inspector: This project starting just south of Baseline Road going north to just south of 19th Street, covered approximately 3,400 feet. The 15-inch vitrified clay pipe (VCP) was an added trunk line to assist peak sewer flows from existing tracts and future tracts to the north. Rick set up meetings with the contractor and city inspector to keep project on task. He oversaw the traffic control for the public safety as well as the workers. This consisted of 1 lane out of 3 being closed for the duration of the project, and closing another lane while crews were working. Time lines were scheduled for work duration start times and end times, so as not to disrupt traffic flow at peak hours. He made sure Dig Alert tickets were current and the markings were legible for contractor. He communicated with the surveyors and made sure their markings were also legible. He set up meetings with the boring contractor to discuss elevations. Boring took place under Baseline Road approximately 85 feet at a depth of approximately 18 feet. He made sure the boring company had all their correct paper work (current mining permit and confined space permit) and that all employees were trained in confined space entry. He made sure these were posted on the job site. Included in these meetings for the boring where San Gabriel Water Company for the high pressure water line, So Cal Gas Company for the main service lines, Edison for a number of existing and future conduits, as well as the city inspector and the contractor. The main objective was to keep from disrupting traffic on Baseline Road. The bore consisted of a 24-inch casing to house the 15-inch VCP sewer main. There were a number of manholes to be poured along the way, and these could not be stacked until base was cured over 2-day period. Leaving this area open, contractor would secure the area with temporary chain link fencing. He would double check fencing and equipment to make sure it was secure at the end of each work day. The District required base rock to be installed in the bottom of the trench in order for the pipe to be supported. Imported sand material was also brought in for pipe zone. Rick completed daily inspections, reports, and maintained files.

Calaveras Sewer and Water Improvement Project – Lead Construction Inspector: Mr. Kerrigan oversaw the replacement of existing 8-inch water lines, 1-inch services, 8-inch sewer lines and 4-inch VCP laterals on Calaveras Avenue south of Arrow Route (approximately 1,950 feet of water and sewer lines), Vinmar Avenue south of Arrow Route (approximately 1,590 feet of water and sewer lines), Sierra Madre Avenue south of Arrow Route (approximately 2,090 feet of water and sewer lines), and Salina Street between Calaveras Avenue and Sierra Madre Avenue (approximately 715 feet of water and sewer lines). He also had approximately 140 water services and sewer lateral connections, and 24 6-inch fire hydrant runs. He scheduled meetings with contractor, surveyors, soil compaction techs, and city inspector, to keep communications open at all times. He worked closely with home owners keeping them abreast of the time line with little disruption. He made sure the contractor worked closely with home owners so they had access, as well as emergency vehicle access, with little disruption. The sewer lines/laterals were pressure tested for leaks before tying into home owner laterals. The water lines/services were pressure for leaks, chlorinated, flushed, and bacteria samples were taken before being turned on to neighborhood.

Education

Some College Courses
Public Works Construction Inspection and Procedures
Water Distribution Operator
Collection System Technology
Water Treatment Plant Operator
Waste Water Treatment Plant Operator
Basic Well and Booster Pumps Introduction
Safety Management Specialist
Welding Safety, Welding, Cutting and Compressed Gas

Certifications

Grade 4 Water Distribution
Grade 2 Collections System Technology
Certified Occupational Safety Specialist
COSS
Certified Safety Management Specialist
CSMC
Competent Person OSHA
Confined Space Awareness, Operations and Rescue
Traffic Control and Flagger Safety
First Aid and CPR/AED
Underground Service Alert
Backhoe Operator Training
Fall Protection
Ariel Work Platform and IVES Trainer
Forklift and IVES Trainer
FEMA IS-00100.PWb, IS-00200.b, I-300, IS-00700.a, IS-00701.a, IS-00703.a, IS-00704, and IS-00800.b Courses

Years with Firm: 2



Penn Development Tract 13266, Upland - *Construction inspector* in charge of approximately 4,600 feet of 8-inch sewer lines, 4,700 feet of 8-inch water lines, 800 feet of 10-inch water lines, and 1,690 feet of 30-inch water pump line from well to reservoir. The sewer pipeline was tied into live sewer on Lomita Drive after air testing and video was complete. There were 99 water services` and 102 sewer laterals inspected. He was responsible for daily inspections, reports, communication, and safety.

Widening of Foothill Boulevard - *Lead Construction Inspector*: Redirecting the sewer flow into a new 27-inch VCP sewer line - Project inspector for this job starting at the intersection of Rochester and Foothill Blvd., running east on Foothill Blvd. to storm drain culvert, heading south and running parallel to the I-15 to Arrow Route tying into a 30-inch sewer line. He inspected the installation, air testing, and video of the new sewer trunk line put into service during low flow.

The Metropolitan Generating Station on Etiwanda - *Construction inspector* on relocating live 30-inch VCP, lowering the sewer pipeline on Arrow Route to accommodate the discharge line to tie into storm drain channel west side of I-15. This work had to be scheduled at low flows of the sewer so that the contractor could reroute the sewer while installing the new sewer line. He had to schedule with Caltrans inspector while working in their right-of-way, working under the I-15 Arrow Route Bridge. Soil techs were scheduled for soil compaction test required by city inspector.

Lewis Homes Apartments at Tract 13271 - *Construction Inspector* in charge of water lines and sewer lines for this project. He inspected the water tie-ins and the sewer tie-ins to live sewer. This tract consisted of 2,700 feet of water and sewer lines. He oversaw the air test and video inspection on the sewer line. Also inspected the pressure testing and took bacteria samples of the water line.

Lewis Development Apartments at Tract 13351 – *Construction Inspector* in charge of 2,280 feet of sewer and 2,280 water lines. He inspected the 8-inch hot tap on 30-inch water main on Terra Vista Parkway and 8-inch hot tap on 12-inch water lines on Haven Avenue. Inspected manholes and tie into the live 24-inch sewer line.

MJ Brock & Sons, Inc. Tracts 13858, 13857 and Griffin Homes Tract 13748 - *Construction Inspector* in charge of the sewer/water line inspections. The project consisted of 8-inch VCP sewer, 4-inch laterals, and 8-inch water lines, 1-inch services, as well as 6-inch fire hydrant runs. He inspected the live sewer tie in on Milliken Avenue at a depth of 32 feet.

The 210 Freeway Crossings for the District (CVWD): *Construction Inspector* - attended meetings scheduling the work with SANBAG (San Bernardino Associated Governments), inspected the installation of water lines, sewer lines, and casings; worked with the surveyors on staking; worked closely with the soil techs for compaction of the trenches; kept precise and up to date written reports; took pictures and kept updates of as built drawings for the files; projects consisted of different types of material and sizes from cement lined mortar and coated (CLM&C), ductile iron (DI), verified clay pipe (VCP), bell and spigot to band joints, and plain steel casings; sizes varied from 8-inch to 42-inch for water lines and 8-inch to 30-inch sewer lines; looked over the pressure testing of both water and sewer lines making sure they were good and free of leaks; excavations varied from 3-feet in depth to 42-feet in depth; some of the smaller water lines and sewer lines were installed through the bridges.



CLIFF STRICKLAND

Senior Construction Inspector

PROFESSIONAL EXPERIENCE

Mr. Strickland has over 40 years of experience in public works construction, inspection and oversight on various sewer and water, storm drain, and street improvement projects. He has overseen small to large Capital Improvement projects, inspections of new water lines, sewer lines, pump stations, wells and other public works that pertain to water distribution and sewer systems as well as land development and infrastructure improvement projects. Mr. Strickland worked for the *City of Brea Water Department and the Public Works Department* for nearly 35 years. He has also worked as a consultant inspector on additional sewer and water project for Cities and agencies as well as a building inspector on residential development projects.

Education

Some College Courses

Certifications

Water Treatment Operator

Certified Building Inspector-International Code

Emergency First Aid and CPR

Confined Space Operations and Rescue

Years with Firm: 3

City of Corona “On-Call” Construction Management and Inspections Contract, Corona, CA (2014): *Construction Inspector.* Cliff has been providing inspections on various projects for the City that include *specialty Encroachment Permit Inspections, street improvements, commercial, and land development projects.* Cliff has also worked on the Palisades Apartment Project, Tract 35590 providing infrastructure inspections for sewer, water, storm drain, traffic signal, and other related work.

City of Corona “On-Call” Construction Management and Inspections Contract, Corona, CA (2014): *Construction Inspector. Renaissance Tract 35468:* Cliff performed inspections on sewer, water, storm drain, street improvements that included curb and gutter, and street grading on this ½ acre minimum small tract development. Cliff was responsible for daily inspections and reports, SWPPP compliance, contractor coordination, project files and documentation, attending meetings, and final punch lists and closing documents.

City of Corona “On-Call” Construction Management and Inspections Contract, Corona, CA (2014-2015): *Construction Inspector. Encanto Multi-Family Apartment Project at Dos Lagos:* Cliff performed inspections on grading, sewer, water, storm drain, underground storage containment systems, street improvements that included curb and gutter, street grading, and small interior park improvements. Cliff was responsible for daily inspections and reports, SWPPP compliance, contractor coordination, project files and documentation, attending meetings, and final punch lists and closing documents.

City of Corona “On-Call” Construction Management and Inspections Contract, Corona, CA (2014-2015): *Construction Inspector. Harmony Homes – Tract 32241:* Cliff performed inspections on grading, sewer, water, storm drain, underground storage containment systems, street improvements that included curb and gutter, and street grading. Cliff was responsible for daily inspections and reports, SWPPP compliance, contractor coordination, project files and documentation, attending meetings, and final punch lists and closing documents.

City of Brea Water Department, Brea, CA (1971 – 1991): *Construction Inspector* Provided Construction Inspection services for the numerous water and sewer projects for the City of Brea as a construction inspector on Capital Improvement, Residential Land Development tract projects, treatment facilities, pump stations, and various water and sewer project throughout the city. He has inspected new water and sewer line projects that have consisted of mainline and laterals in steel, PVC, Vitrified Clay Pipe (VCP), Cement Mortar Lined & Coated (CML&C), and ductile iron pipe and all components; flanges, couplings, valves, water vaults, air vacuums, blow-offs, fire hydrants, meters, boxes, etc. He has also inspected the replacement and realignment of existing sewer and water line projects, water vaults, air vacuums, valves, fire hydrants. He has inspected sewer lift stations, pump stations as well. Related duties on these projects included oversight and monitoring excavation, installation and bedding, backfill, testing (Pressure, Air, Hydrostatic, Cathodic, Chlorinating and Bacteria), daily inspection reports with color photographs, documenting “as-built” drawings, coordination with the contractors and over sight, coordination with monitoring soils and materials testing, project documents, traffic control and public safety as well as trench safety and attending progress meetings with other agencies involved or affected by the projects, while ensuring all standards and specifications are met.



DOUGLAS RAMOS

Construction Inspector / Traffic Signals-Fiber Optic

PROFESSIONAL EXPERIENCE

Mr. Ramos has over 30 years of experience in public works construction, traffic systems communications, inspection and oversight on various traffic signals, CCTV, CMS, Fiber Optic, and all communications and pertinent devices. He worked for the City of Anaheim as an IMSA Level III as a systems technician and inspector for nearly his whole career. He has overseen small to large City Traffic Signal Improvement projects, inspections, maintenance and oversight of closed circuit camera systems, fiber optic cable installations, and various other signal synchronization and electrical projects throughout the City in his career. He has also worked with various entities and stakeholders such as Disneyland and Disney California Adventures as a supervisor overseeing the traffic signals and fiber optic installations.

Education

Cypress Junior College - 2 Years of Junior College

Certifications

Level I, II and III, IMSA Traffic Signal Technician.

Level I IMSA Traffic Signal Inspector.

Corning fiber optic certification training. Iterus and Econolite video detection training

Years with Firm: 2

City of Coachella - Traffic Signal Synchronization Project

Doug is currently providing inspections of communications network first with cable and then fiber, including a traffic management center, all traffic signals, CCTV, and CMS. He is assisting with the traffic management center including cable routing and terminations etc. He performed fiber optic cable inspections and installations including routing cable in conduit runs, installing connectors, fusion splices, light meter testing and OTDR testing. Supervised and inspected fiber installations city wide. He is inspecting fiber for City monitoring room, including connectors, interface equipment and establishing communications to city network. He also, is inspecting CCTV in various locations within the city including fiber and inspected and established communications to the TMC.

City of Anaheim IMSA Level III, Anaheim, CA (1986 - 2014): Construction Inspector / Systems Technician. Douglas Ramos has implemented and performed traffic signal preventive maintenance programs as a Systems Technician and In-house Inspector for 30 years in the City of Anaheim. Included in these duties were inspections and oversight, 24 hour stand by on-call, troubleshooting and repair of all city traffic signals, CCTV, CMS and communications of all pertinent devices. He performed shop burn in and cabinet testing of new controller cabinets and fiber optic systems for contractor and city installations. He assisted in new and existing conflict monitor testing program. He provided inspections, over site and supervision of field and cabinet modifications by contractors. Performed field modifications including installing police control panels and additions of phasing and detection systems. Installed and replaced video detection cameras, programmed detection zones and updated software. He performed USA alert field marking and he performed controller cabinet replacements and oversight in the field. He also worked as a Level I and II IMSA for the City in his earlier years. He completed inspection reports, worked with various other stakeholders, coordinated with contractors, and maintained project files.

City of Anaheim - Traffic Systems Communications

Doug assisted with citywide implementation of communications network first with cable and then fiber, including a traffic management center, all traffic signals, CCTV, and CMS. He assisted with the traffic management center including cable routing and terminations etc. He performed fiber optic cable inspections and installations including routing cable in conduit runs, installing connectors, fusion splices, light meter testing and OTDR testing. Supervised and inspected fiber installations city wide. Installed fiber for two Anaheim Fire Stations including connectors, interface equipment and establishing communications to city network. He also, Installed CCTV in various locations within the city including fiber and inspected and established communications to the TMC.

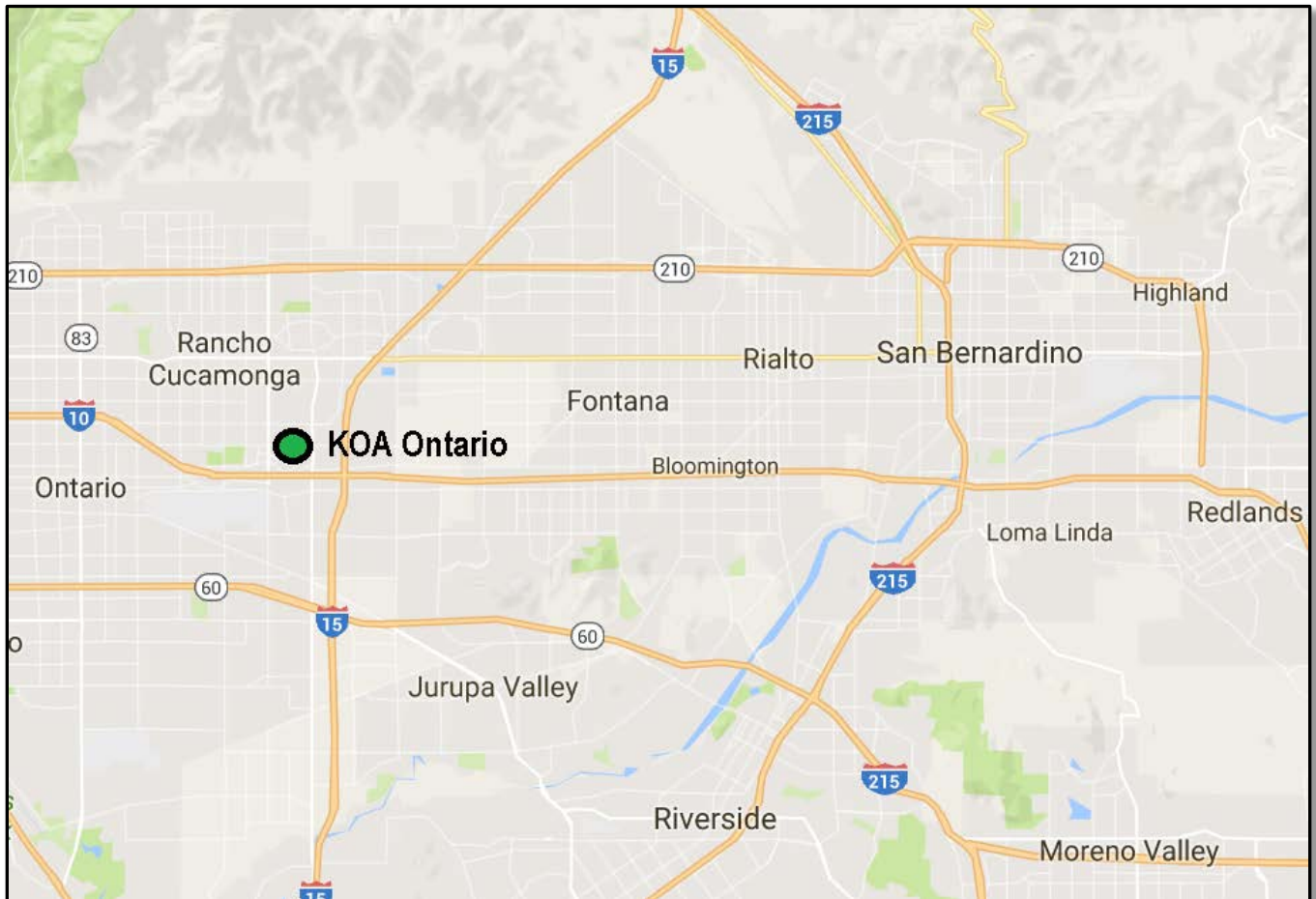
City of Anaheim – Other City Projects

Supervised, Inspected, and assisted with work to update surrounding traffic systems infrastructure when the Disneyland California Adventure was built. This work included traffic signal, CCTV, CMS and fiber optic communications installations. Supervised and assisted with the Katella street widening project in the city's Platinum Triangle area. This included installing fiber, CCTV, CMS and traffic signal modifications. He supervised new city wide LED Illuminate Street Name Sign project. He supervised and assisted with new LED CMS and lane directional arrow signs for new ARTIC transit station and Douglass street entrance to Anaheim Stadium. This included routing fiber and establishing communications to TMC.



Team Location

KOA has five offices to serve public agencies located throughout southern California. Our local office is in the City of Ontario at 3190 C Shelby Street, with convenient access to the I-10 and I-15 freeway interchange. We staff professional engineers, technicians, construction managers and inspection staff at this location. KOA has nearly 100 professional staff, with supporting offices in San Diego, Orange, Culver City and Monterey Park.





FEE SCHEDULE / SUMMARY

Construction Management, Inspection, and Labor Compliance for the Joe Sampson Park Construction Contract.

Hourly Billing Rate

◇ Principal Project Manager	185.00
◇ Project / Construction Manager	140.00
◇ Senior Construction Inspector.....	115.00
◇ Administrative & Clerical Support.....	82.00

Rates are subject to an annual 5% adjustment.

January 1, 2017

****Projects requiring prevailing wage rates also require a separate rate sheet with billable rates that are listed above. Prices Based on a Two Hundred (200) day construction schedule.***

Per the RFP, a budget breakdown is included which assumes 1,600 hours of Full-Time Construction Inspection services at 40 hours per week and 560 hours of Part-Time Construction Management at 14 hours per week, and other Related Services as typical for this type of project. For this estimate, it is assumed that the majority of the work will be performed between the hours of 7:00AM and 5:00PM, and shall include overtime, after-hours inspection or weekend working hours. If the client desires additional hours for extra work or extended schedule, the cost would change at the billable hourly rate. **

Personnel	Rate	Unit (hrs)	Amount
Project / Construction Manager	\$ 140.00	560	\$ 78,400.00
Sr. Construction Inspector	\$ 115.00	1,600	\$ 184,000.00
<i>Related Services</i>			
Principal Project Manager (If Needed)	\$ 185.00	0	\$.00
Administrative / Labor Compliance	\$ 82.00	80	\$ 6,560.00
Soils and Materials Testing Services (If Needed)	\$ 48,000.00	Varies	\$ 48,000.00
Total Estimate			\$ 316,960.00

Overtime & Weekends

Any work in excess of eight hours in one workday and any work in excess of 40 hours in one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be at the rate of one and one-half times the regular rate of pay. Any work in excess of 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek shall be paid no less than twice the regular rate of pay. Any overtime hours will be approved by the City.

Expenses

Project expenses are billed at cost plus ten percent (10%). Project expenses include: Non-commuter automobile mileage (\$0.56 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.



Hourly Billing Rates (Prevailing Wage)

Professional Engineering & Management Services

Hourly Billing Rate

◇ Principal-In-Charge/Program Director	\$267.00
◇ Senior Engineer	214.00
◇ QA/QC Manager	155.00
◇ Principal Project Manager	185.00
◇ Construction Manager.....	140.00
◇ Project Manager	130.00
◇ Resident Engineer	130.00
◇ Project Engineer.....	125.00
◇ SWPPP Developer (QSD)	125.00
◇ Assistant Construction Manager	120.00
◇ Office Engineer	120.00
◇ Design Engineer.....	120.00
◇ Assistant Project Manager	110.00
◇ Associate Engineer	110.00
◇ Project Controls	115.00
◇ SWPPP Practitioner (QSP)	115.00
◇ Senior Construction Inspector / Observer	115.00
◇ Construction Inspector / Observer	110.00
◇ CAD Technician.....	85.00
◇ Technician.....	85.00
◇ Administrative & Clerical Support.....	82.00

The rates shown above may be negotiable for long-term, multi-classification contracts and/or assignments that utilize full-time staff exclusively at the Client's offices or project site.

*These rates are dependent on Prevailing Wage rates as determined by the Director of the Department of Industrial Relations. Prevailing wage rates would be higher and meet updated scales. Interim changes will negate these rates and an adjusted fee schedule will be issued, and shall apply should this occur.

Any work in excess of eight hours in one workday and any work in excess of 40 hours in one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be at the rate of one and one-half times the regular rate of pay. Any work in excess of 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek shall be paid no less than twice the regular rate of pay.

Rates are subject to an annual 5% adjustment.

January 1, 2017



Expenses

Project expenses are billed at cost plus ten percent (10%). Project expenses include: Non-commuter automobile mileage (\$0.565 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.

Non-Solicitation

By accepting this proposal, Client agrees not to solicit KOA employees for direct employment with client without the explicit written approval of KOA for a period of two (2) years following employee's termination of employment with KOA. Should client desire to arrange for direct employment of KOA's employment, an equitable fee will be agreed to by and between KOA and client for KOA's costs for recruitment, training overhead and other costs associated with employee turnover.

Invoicing

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after thirty (30) days. All work will be immediately stopped if any invoice is unpaid for sixty (60) days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent (1.5%) per month and/or turned over to a collections agency at our discretion.

Termination

The Client or KOA may terminate this agreement by giving the other party ten (10) days written notice of such termination. KOA shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA. All outstanding valid invoices shall be paid to KOA.

Insurance

KOA is fully able to meet the insurance requirements of this project. The firm has coverage in the following areas: Professional Liability (\$1 million per claim, \$2 million aggregate), Automobile Liability (\$2 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

Indemnification

KOA and the Client mutually agree to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorney's fees and cost of defense arising from their own negligent acts, errors, and omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

Proposal for: **The City of Rialto**

To Provide: **Construction Management & Inspection
Services for Joe Sampson Park Project**

Presented By:

Wallace & Associates
consulting, inc.

September 11, 2017



*Dedicated to Providing
Quality and Creating
Value for our Clients*



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Delivered via e – mail to: Ted Rigoni – trigoni@rialtoca.gov

September 11, 2017

Ted Rigoni, PE, PMP
Lockwood Engineering Consultant to Rialto
249 S. Willow Avenue
Rialto, CA. 92376

Email to: trigoni@rialto.ca.gov

Subject: Proposal to provide Construction Management and Inspection of the Joe Sampson Park Development

Dear Mr. Rigoni:

Wallace & Associates (W&A) is pleased to submit this proposal to provide Construction Management and Inspection services for Joe Sampson Park. These services are what we specialize in providing to cities and agencies in the Inland Empire. W&A is the best choice to support the city through our:

W&A offers the City its local area experience starting with our **Principal-in-Charge, Carl Wallace, PE**, who has recent experience with the Cities of Rialto, Murrieta, Corona, Laguna Niguel, Irvine, Lake Elsinore, Menifee, Temecula, San Bernardino, Irvine, San Clemente, Solana Beach, Garden Grove, Yorba Linda and Cathedral City.

Our proposed **Construction Manager, John Reidinger, B-Lic**, is highly qualified to manage a project of this size and scope. John has over 28 years of experience including several parks and public agency projects. His park and other similar experience includes performing construction management and inspection on the Crown Valley Community Park Improvement project (which is just being completed this month), Salt Creek Trail Improvement, San Geronio Park and the Los Angeles Zoo Bond and Capital Improvement Program. John is a true problem solver and can interact effectively with field staff, the public, city staff and the contractor to achieve the stated project goals. His extensive background in managing the construction of parks, as well as his building contractor license, lead to a great combination of relevant skills required for this project.

John has recent similar project experience including:

- \$ 10.5M **Crown Valley Park** – Tier 2 Entry Improvements – City of Laguna Niguel
- \$ 6.2M Green River Road Improvements (**Landscape** Inspection) – City of Corona
- \$ 800K Water Meter Replacement Project – Golden State Water Company
- \$ 5.5M **Crown Valley Park** - Tier 1 Recreation Improvements – City of Laguna Niguel
- \$ 300K **City Hall Landscaping** – City of Corona
- \$ 2M Citywide **Turf** Removal and **Landscape** Maintenance District Improvements – City of Corona
- \$ 1.5M **Marine Drive Park** project – City of Manhattan Beach
- \$ 25M Citrus Circle and Metro Center Development projects – City of Corona

John also has extensive previous experience with parks and recreational facilities prior to joining Wallace & Associates, including:

- \$ 700K **San Geronio Park** Project – City of San Clemente
- \$ 6M **Old Lake Mary Road Bike Path** – Town of Mammoth Lakes
- \$ 5M Downtown Fiber Optic Upgrade Project – City of Santa Monica
- \$ 500K Stoller Reservoir – East Orange County Water District
- \$ 700K New Maintenance Building – El Toro Water District
- \$ 80M **LA Zoo** Bond Program (Pachyderm Exhibit and Gorilla Encampment) – City of Los Angeles
- \$ 50M Canyon Hills Development – City of Lake Elsinore
- \$ 100M **Robinson Ranch Recreational Facility** – City of Irvine
- \$ 130M **Angeles National Golf Facility** – City of Los Angeles

Supporting John and the project's administration requirements is Contract Administrator, **Teresa Rodriguez**. She will support him in managing the paperwork and uploading documentation to our project-based cloud storage and document control system. Teresa worked with John throughout the Tier 2 Entry Improvements Project at Crown Valley Community Park providing these same services.

Although we don't anticipate this, we have experienced inspectors who can be on site on an on-call basis. Our construction inspection staff consists of action-oriented, self-starters with many years of strong experience and expertise in public works and private development including water facilities, public facilities, infrastructure, streets, traffic signal, parks, water quality, environmental and drainage facilities. We have trained and certified staff with expertise in current Storm Water/NPDES

requirements, CDBG funding requirements and Labor Compliance and Traffic Control requirements, as well as Greenbook and Caltrans Construction Manual standards. We have flexible staffing options with inspectors who can work for short term or long term periods and still be dedicated to the City for continuity. In summary, we have available staff with the right experience and expertise to meet the needs of the project cost effectively.

Proven Record: W&A offers the City a knowledgeable and diverse group of professionals with comprehensive backgrounds and proven records in providing a broad range of services in the area. We have a strong track record in delivering qualified staff and projects. In the last seven years, W&A has successfully provided services on hundreds of public agency projects including dozens of park projects. Importantly, we have inspection staff who have worked with the City of Rialto for over two years.

W&A and its staff has a successful track record of construction management and inspection services with public agency projects including:

- Crown Valley Community Park Construction Management and Inspection, City of Laguna Niguel (\$5M) Key features included public restroom building, a playground and water “sprayground” area, and an outdoor amphitheater, as well as site amenities such as landscaping and lighting. **(Completed on Time and under Budget)**
- Crown Valley Community Park Construction Management and Inspection, City of Laguna Niguel (\$10M) Key features include river bed rocks, bridge, parking lots, bio-swale, detention basins **(Completed on Time and under Budget)**
- Green River Road Project Construction Management and Inspection, City of Corona (\$6.2M) Roadway construction, hardscape, sidewalk and ADA improvements, lighting, traffic signals, landscaping & irrigation. **(Completed on Time and under Budget)**
- Salt Creek Trail Construction Management and Inspection, City of Laguna Niguel (\$600k). **(Completed on Time and under Budget)**
- Big Marine Park – Synthetic Turf Soccer field, lighting, irrigation, recycled water and landscaping at the City of Manhattan Beach (\$1.5M) **(Completed on Time and under Budget)**

Our philosophy is to provide high quality staff at a very low price to our clients. We have been successful in this approach with several cities and water districts in southern CA. We pay our team members higher wages and provide equal or better benefits than our competitors. In this way, we are assured to attract and retain the best team members. Because of our low overhead and ability to streamline our operations, we can provide services at a significantly lower multiplier than our competitors.

In summary, we are committed to bringing these benefits to all assignments for the City and working as an extension of the City staff. Through our flexible staffing and nimble management, W&A is able to help with all of your project needs. We are eager to assist the City on this important park project and get it completed on time and under budget. Our Principal-in-Charge, Carl Wallace, PE can be reached at (951) 966-7774 or carl@wallace-cm.com.

Our Proposal is valid for 120 days and W&A takes no exceptions to the standard contract sample agreement and insurance requirements. If you have questions about any of our services, please feel free to contact me directly.

Respectfully submitted,

Wallace & Associates Consulting, Inc.



Carl Wallace, PE
President

Section 1 – Project Understanding, Project Approach / Scope of Services

CM & Inspection Services for the City of Rialto Joe Sampson Park

Project Understanding

The City of Rialto is a community in San Bernardino County. Its residents understand that a new park will be constructed in memorial to one of its longtime community and civic leaders, Joe Sampson. Joe lived in the City of Rialto for over 40 years. He spent 20 years working as the City Clerk and spent 12 years on the City Council helping to shape the future of the city he lived in. Joe also served 20 years in the US Air Force, then later served as a member of the Sierra Club, Rialto Unified School District and was a founding member of the Seniors 2000 (Friends of the Senior Center) organization. The park will be located on a vacant lot at the intersection of West Randall Avenue and Cactus Avenue. This lot is 7.5 acres of vacant space that will need some utilities extended to the site.

These improvements will include play areas, splash playground, landscaping, parking, picnic areas with site furnishings, a public restroom, shade canopies, lighting, parking areas, paving, flatwork, fencing, monuments, decorative river bed features, landscaping, irrigation and other utility connections. The apparent low bidder on August 5, 2017 was Kasa Construction with a bid of \$5.147M. The City's RFP has identified the project start to be in early November and ending in August 2018.

The City has decided to solicit the local consultant community for a firm to provide the management and administration of the project. The City will oversee the consultant who will manage the overall project and the other consultants for design, materials testing and surveying. The selected firm to provide these services would coordinate with City staff, local utilities, and the other consultants and manage the day-to-day operations of the contractor to deliver the project to the City.

The project has several unique features including: Restrooms, Splash Pad, Playground Equipment, Amphitheatre with shade canopy, Landscaping and Irrigation. Our company has performed Construction Management, Inspection and Administration on numerous similar projects and is ready to take on this project and successfully deliver it to the City. Our relevant project experience will be highlighted later in the Similar Projects Section of the Proposal.

Critical Construction Issues: Wallace & Associates will discuss the entire scope of work but it is worthwhile to identify a few key issues on this project that have larger impact potential to the project and the City.

IMPACT ON RESIDENTS: The construction may affect nearby residents and disrupt their normal routine; this can create conflicts. The project must be managed with these factors in mind. Our Construction Manager, John Reidinger, has extensive experience in managing projects with public interface and will proactively communicate with the citizens and be their best advocate throughout the construction process. One way to assist the citizens is to provide regular detailed public communications as well as provide an adequate amount of clear signage identifying the scheduled impacts and delineating access around the project.

PARK FEATURES: The new construction includes specialty features that require previous knowledge in planning for the construction. These features include the public restroom, playground equipment, canopies and splash pad. Advance work will take place to become familiar with the products and their installation requirements, in particular the ADA requirements for the various facilities. Our Construction Manager has performed ADA compliance assessments for college and school campuses and has the knowledge and understanding to identify and resolve issues to keep the project moving and maintain schedule. W&A also has the technical experience in these features as you will also see identified in our staff and project experience.



SUBMITTALS: Our staff has administered numerous projects like this and understands that the flow and management of the project paperwork is as important to the success of the project as the work itself. We know how to set up the project and then track and manage the administration of the document controls for a project. One of the first major undertakings is the project submittals. These must be reviewed and approved prior to the items being incorporated into the work. We will look ahead to provide as much advance notice and monitor the contractor in preparing the necessary submittals when they are needed and work with City and Design staff to prepare a complete listing of the necessary submittals for the project. Our team will highlight the longer lead time items (typically the specialty items) that have the possibility for delay, and push to meet the submittal schedule.

LABOR COMPLIANCE: Landscaping and park projects have the potential for labor compliance issues. W&A will track the labor on site and collect the necessary certified payroll from the contractors and perform the required employee interviews to comply with Laws and Regulations for the project.

These are a few items that will be discussed more in the scope, but we wanted to highlight these items as our experience tells us that these items have a higher possibility of negative impact to the project and the public.



Firm's Approach

Our team firmly believes that the key to a successful project is more than just performing tasks outlined in a scope of work. Any competent team can follow a set of written guidelines. The ultimate key to a successful project is performing each task with a realistic and clear understanding of what the real intent of the project is and constructing the final product with a positive, helpful attitude.

Management of any construction program and/or project requires a proactive approach with talented staff. W&A owes the successful completion of hundreds of client projects to our ability to find and maintain excellent professional staff, and our dedication to organization, documentation and the proactive management of the construction process. Our keen understanding of, and experience with, the public process and public construction contract administration also results in a smoother project experience. Our team's experience and our proactive approach enable W&A to stay ahead of the contractor and maintain the project on track for successful completion, on time and within budget.

Management Approach

In providing Construction Management and Inspection services our Manager will coordinate with City staff to ensure that our staff has all the proper documents, training and equipment needed prior to the start of the assignment. W&A takes pride in our professional capabilities and providing our staff with the tools needed to do their job. We also know that our staff is often recognized as a representative of the City and they can be the first contact point on a project with a developer, a resident or a business owner. That is why W&A provides our staff with new, good quality professional work vehicles (all are white color) with clear W&A logo painted on the side, good ground clearance and even 4WD if needed. Because of our ongoing commitment to safety, our staff is equipped with new safety vests and hard hats. We have received very positive feedback from our clients who understand the importance of a professional image.

W&A's management plan is to provide the City with cost effective alternatives for project delivery through qualified staff with the right expertise for the proposed project. We want to get the project off to a good start and that starts with the right people. Many large companies can show a high number of successfully completed similar projects. But they are only as good as the specific staff that they are able to deliver to the project. We have an outstanding track record in providing qualified staff and our operations manager, Carl Wallace, also has an excellent track record with his previous companies prior to joining W&A. It is not easy to gain time once the construction phase begins, so we spend extra effort on the front end during preconstruction to assist the City and become an integral part of the project delivery team for each of our projects. We prefer to spend time up front to minimize delays and issues later on in the project; we do this through early collaboration prior to the start of the construction activities. The following activities represent our management approach.

Project Approach/Scope of Work

The process begins with the development of the main program elements: project schedule, project budget, comprehensive scope of work, project management systems (industry standard document tracking system, incorporation of City project procedures manuals, safety practices management and QA forms and reports, checklists, communications protocols, etc.), and a comprehensive QA/QC program. Below is a detailed summary of W&A's approach to providing our construction services to the City of Rialto Niguel. It should be noted that the approach detailed below is provided for our construction management, inspection services and administration services.

Construction Management and Inspection Services:

Constructability Review: Because the project bid opening is occurring prior to our contract start, we will quickly review all documents and look for potential changes and make the City aware of any recommendations that we may have.

Construction Management Plan: Our Project Manager and Construction Manager will work with City staff to complete a project specific management plan. Many of the elements are included in this proposal; the details would need to be prepared and agreed upon as a project roadmap for our newly formed team.

Certified and Trained Staff: W&A will provide necessary safety training and appropriately certified staff for each assignment. Prior to assigning staff for each project we will make sure that our inspection staff has the current and up-to-date training certification required for the specific project in accordance with City policies.

Preconstruction Conference: W&A will coordinate and conduct the Pre-Construction Meeting including notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes.

The Preconstruction conference agenda and minutes will include the following items, at a minimum:

- Introductions of key personnel

Section 1 – Project Understanding, Project Approach / Scope of Services

CM & Inspection Services for the City of Rialto Joe Sampson Park

- City responsibilities
- Safety
- Project Overview
- Confirmation of fully-executed Contract Documents and Notice to Proceed
- Establishment of Contract Time and Completion Date
- Review of Working Day definition and holiday schedule
- Common overall project goals will be identified
- Chain of communication and key contacts
- Public Relations
- The scope will be discussed and clearly defined
- Critical design elements, schedule and cost factors will be discussed
- Experience and key roles in the project will be discussed
- Past project experiences will be discussed to identify potential pitfalls
- Jurisdictional agencies and the Contractor
- Discussion of Master Schedule
- Sub-contracts
- Integration of utility coordination activities into schedule
- Documentation and tracking controls
- Change order procedures
- Scope, schedule and cost change administration, notification requirements, and controls
- Submittal and RFI Process
- Identify long lead and any substitution and “or-equal” items and testing – review call-out requirements and deputy/special and testing requirements
- Review survey for consistency with the design
- Progress payment procedures
- Labor compliance
- Rights-of-way
- Easements and special access considerations
- Placement of signs
- Questions and answers
- Action item assignments

W&A considers the pre-construction meeting as our first progress meeting. All items discussed are designated as “open” or “closed.” All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned a specific responsible party and a deadline for resolution. Minutes for each progress meeting are prepared and distributed to all attendees and affected coordination parties. W&A will typically conduct or, at a minimum, participate in all site meetings. Pre-construction meeting and site meeting minutes will be distributed via fax and / or email to meeting participants and to courtesy recipients identified by the City.

Project Communication: W&A inspection staff has excellent written and verbal communication skills. We have proposed experienced senior staff inspectors who are very adept and extremely competent in both verbal and written communications. Simple and clear communication that is similarly documented is what our inspectors will bring to each project

Public Contact/Complaints: W&A administrative staff will set up a protocol for public communication and complaint response prior to the start of the project. We will work closely with the City communication officer and set up the necessary system and identify the person to perform this role prior to the project start. Our Office Engineer, performed these duties on the Corona “R-3” Reservoir project for the past year when we managed that year-long \$3.5M project for the City of Corona. The project was in the middle of a residential neighborhood and Heidi handled all complaint and communications, including canvassing each home during heightened construction periods. John has performed these same services for both Laguna Niguel Park phases \$5.5M and \$10M projects on an active park.

Project Controls: Complete and current project files will be kept at the job site, or at a location agreeable to the City, and will be available to the City at all times. Copies of files will be accessible to the City on our cloud storage site. Our inspection staff may or may not have the role of fulfilling these requirements for the project. These files will consist of the contract, correspondence relating to or

Section 1 – Project Understanding, Project Approach / Scope of Services

CM & Inspection Services for the City of Rialto Joe Sampson Park

modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims inspection reports, test reports, etc. The W&A team will prepare a detailed file indexing system for all project hard files, and we would offer an industry standard system for contract administration for logging and tracking of critical issues, change management, RFIs, submittals, digital data and scanned documents. W&A can use City standard or customized forms. We will adapt our system to the specific needs of the project, to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule.

Submittal Processing: The Construction Manager (CM) will process all correspondence and submittals on this project with assistance from our project administrator. He will maintain the current submittals for verification that work in the field is in compliance with the approved submittals. All shop drawings, samples and other submittals received from the contractor will be logged in and evaluated to see if we can review them or if additional reviewers are needed. If it is determined that W&A staff would not review the submittal, we will quickly discuss the item with the City Project Manager to assure that we are in agreement. Prior to starting the work, we will go through the submittal list and work out any issues with the content up front prior to the start of work. If we do need the submittal reviewed by the designer or another party, it will be logged in and routed to the reviewer with a desired response. Responses will be logged in and transmitted to the contractor. Submittals will be tracked throughout the project to ensure timely response to avoid contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, W&A will recommend key contractual requirements for the contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions. All files will be loaded to the Google cloud file storage.

RFI's: Upon receipt, the CM will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, if the design engineer or the City staff is required to answer questions, the Construction Manager will coordinate a timely resolution. W&A will identify potential impacts to cost or time that may result due to issues identified in RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

Coordination with City: W&A will monitor closely the work of the contractor. The contractor will be required to submit a four-week look ahead of schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation to any interface operations with the City's activities. W&A will assist the City to minimize disruption to both City and construction operations. Our staff will communicate openly with the project team and constantly be making sure that we are all fully apprised and heading in the same direction.

Coordination with City Building Department: W&A's CM will communicate regularly with the Building department staff and plan for the inspections that are required as part of our Quality Assurance Plan. Building staff will be invited and kept up to speed in our weekly meetings. Building and Public safety are of the utmost importance and we take them very seriously.

Coordination with City Park Staff: W&A's CM and Administrative staff will work together with park staff as members of their staff. We will be residing and caring for the park together throughout the project. We will include them in our meetings and make sure that we fully understand their needs and park schedule throughout the project.

Coordination with Third Party Vendors: Our staff will work closely with City staff, any third-party vendors, and the contractor to identify the procurement items and services, understand how they will be integrated into the work and then build them into the project schedule. We take great effort to incorporate all of these items into account and implement the overall schedule to make the work fit in with the contractor schedule. Our goal is to manage the overall project for the City and deliver an on-time project within the budget. We will work closely with the City project Manager and Pre Fabricated Restroom Vendor for this project. John did these same services on the Laguna Niguel Park for the splash pad water features, the stage canopy and other components. W&A has also provided third party coordination for the prefabricated restroom for the City of Lake Elsinore public park and boat launch facility.

Daily Construction Observation Reports: W&A CM will compile daily observation reports documenting the contractor's workforce, all materials and equipment used or idle, a summary of the construction operations, any field problems, any disputes or claims, resolutions of issues and information provided or written directives to the contractor. Completed daily reports will be transmitted to the City on a weekly basis with originals filed and stored appropriately.

QSP Inspections: W&A will perform Qualified Storm Water Practitioner (QSP) inspections. Our inspector will review the contractor's updates to the Storm Water Pollution Prevention Plan and Rain Event Action Plan (REAP); provide review comments and an acceptance or rejection determination. Our QSP Inspector is also a certified QSD so he has expertise in the preparation and



Section 1 – Project Understanding, Project Approach / Scope of Services

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understanding of the design factors involved in producing the storm water Erosion Prevention plan. He will inspect the erosion control measures and storm water pollution prevention program work on a regular basis and as required; he will also conduct required monitoring and sampling during storm events. Our QSP Inspector will have the contractor immediately correct any deficiencies and document any changes to the SWPPP and/or REAP. The documentation of these corrections will be compiled and uploaded to meet filing requirements and be included in project reports and the Notice of Termination with the SWRCB at the end of the project.

Job Safety: W&A CM and any inspectors will have appropriate current safety training and/or certification prior to starting work. The CM will review contractors' safety plan and implement tracking to assure that the contractor is following their safety plan. Our CM will maintain a safety checklist and confirm consistency with both the IIPP and company code of safe practices.

Periodic Progress Reports: W&A can prepare comprehensive reports for the Project Stakeholders covering the construction projects that we are inspecting. These reports are typically compiled monthly and would include the following information:

- Summarized report of construction activities including significant events and accomplished goals
- Construction observation reports
- Description of progress with photos to enhance the descriptions
- Description of equipment used
- Comparison of Actual vs. Planned Progress, in narrative and bar graph forms
- The latest detailed Four-Week Look Ahead Schedule submitted by the Contractor and reviewed by the CM
- Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- Discussion of new short- and long-term goals for the project
- Comparison of Actual vs. Planned budget expenditures
- Master Trend Log detailing potential and approved changes
- Report of progress payments made to date and invoices in process
- Safety compliance and Labor Compliance Reports for Contractor and Subcontractor employees (if required)
- QA/QC prepared by the Team addressing testing and regulatory compliance issues
- Analysis of change order impacts or potential problems on schedule and budget

Weekly Statement of Calendar Days: W&A will prepare a weekly statement of calendar days documenting the construction progress, time of completion, delays and time extensions, and submit to contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Problems and Solutions: The W&A proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The W&A staff will quickly implement the alternative which suits the best interests of the project and the City. W&A will effectively and quickly communicate with City staff, Design Consultants and the contractor to identify conflicts construction problems, coordination issues, and will obtain the needed action and response to submittals and RFIs.

Schedule Review: W&A is very familiar with the mainstream scheduling software used by the public works contracting industry including, but not limited to, Primavera P3® Suretrak® and Microsoft Project®. The W&A CM will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The CM will evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail – including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float
- Cost spread allocation

The schedule will not be approved as the baseline until all discrepancies are resolved.

Schedule Control: During the progress of construction, the W&A team will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the contractor to keep the project schedule on track. A four week "look-ahead" schedule will be required from the contractor, updated weekly and

Section 1 – Project Understanding, Project Approach / Scope of Services

CM & Inspection Services for the City of Rialto Joe Sampson Park

presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, W&A will negotiate time extensions due to change orders or other delays.

Photographs: Prepare and maintain an electronic photo journal documenting the construction progress. Photos will be taken before construction begins, during construction and upon completion of the project. The project will be videoed as well for full capture of all detail prior to construction starting.

Contract Conformance: W&A CM will be on site when part time through the startup period and oversee the potholing, utility mark out and coordination with utility companies to make sure that each site is ready to go once fabrications drawings are approved. He will also visit the site during the normal working hours (and when critical activities warrant it) to verify construction progress and to verify that all work conforms to contract requirements. Our CM will review the contractor's schedule of deputy and special inspection, and materials sampling and testing provided as required by the plans and specifications. W&A will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

Safe Conditions: Job Site Safety is the responsibility of the Contractor. W&A will periodically monitor that the contractor is following their project approved safety plan. Should our staff witness obvious unsafe conditions they shall promptly require corrective measures to be addressed by the Contractor in compliance with the contract documents and report such issues and corrective measures taken to the City.

Materials and Workmanship: W&A will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector, or other authorized representative or regulatory authorities having jurisdiction.

Documentation Interpretation and Technical Assistance: W&A will perform the coordination and expediting between the contractor, design team and City Staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize any cost and time impacts.

QA/QC: W&A will enforce the quality assurance plan, in conformance with the City's Quality Assurance Manual, or as developed by W&A and the City for the specific needs of the project. W&A will perform and/or coordinate QA/QC activities daily and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The CM will maintain a chronological log of all records.

Water Conservation Rebates: The CM will prepare the documentation necessary to satisfy Water Agency requirements in securing the available and applicable water conservation rebates for the project. This will be clarified with the water agency prior to start of work.

Materials Testing and Observations: The W&A CM will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. We will work closely with GMU staff to implement and track the quality control/assurance testing on the project.

Change Orders: W&A will establish, implement, and coordinate systems for processing all contract change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time, will generate a change notice. The CM will determine whether a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the contractor. Any credits for work deleted because of the change will be required then as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness. The CM will maintain a Trend Log, listing potential changes as identified, either formally or informally. This Trend Log will be used such that potential change items are not overlooked or deferred until the end of the job. W&A will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the Inspector will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the CM Team will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

Daily Extra Work Reports: W&A CM will verify and sign the contractor's daily extra work reports documenting force account (time and materials) work. W&A will monitor that only appropriate worker classifications necessary for approved time and materials work are included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Progress Payment Processing: A cost control system, based on the contractor's schedule of values, approved change orders and the contract amount, will be developed and implemented to monitor progress costs.

Section 1 – Project Understanding, Project Approach / Scope of Services

CM & Inspection Services for the City of Rialto Joe Sampson Park

W&A CM will review the payment applications submitted by the contractor, check and or verify quantities using measurement of items and verification of the quantities computed and noted in their signed daily reports. The CM's daily reports and measurements will determine whether the amount requested reflects the progress of the contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked, it will be presented to the City for processing.

Construction Meetings, Schedule and Conduct Field Meetings: The following meetings will be held on site:

Periodic Progress Meetings with agencies, design team and staff to discuss all data included in the monthly progress reports and focus on the following items:

- Progress during the period
- Major decisions made
- Planned vs. actual schedule
- Upcoming work schedule
- Current or unresolved problems
- Anticipated or pending change orders
- Impacts of problems or change orders on schedule and budget
- Discussion of new goals
- Planned vs. actual budget analysis

Weekly Progress Meetings will be mandatory for the contractor and W&A staff, and optional or on an as-needed basis for City and design team staff. All parties are always invited to attend in person or via remote. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- Contractor's detailed four-week look-ahead schedule
- Progress and major decisions during the last week
- Update of unresolved items from previous meetings
- Status of submittals and change orders

Bi-weekly Safety and Tailgate meetings will be mandatory for the contractor and W&A staff. Topic summary and sign-in sheet will be kept and distributed to City staff.

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of plans and specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

Written Instruction: W&A CM will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues. Our inspectors have speed memo forms to document any issue and provide immediately a copy to the contractor.

Plans, Specs and As-Built: At a minimum, W&A will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. At the City's option W&A will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and / or installed, identify where any design or field changes were required (utilizing the corresponding RFI and / or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City within thirty (30) days of construction completion.

Water Start-up and testing Shut Downs and Tie-ins: The tie-ins will need to be planned and coordinated in advance with City operations staff and the City Project Manager. Coordination of notifications to residents for tie-ins will be required. We must check that the contractor has completed the necessary items related to testing for hydrostatic pressure, cathodic protection, disinfection such that they are all carried out in compliance with the specifications. The results will be documented and communicated to the team. We must take care in coordinating and documenting all tie-in's including mainline and service connections with city operations and maintenance staff, then follow up to see that all customers, business owners, fire department and other potential stake holders affected by the shutdown are notified in advance. W&A staff will meet with City staff to coordinate that all the procedures are well defined, understood and incorporated into our work plan and scheduled with the contractor prior to the scheduling of any shutdowns.



Section 1 – Project Understanding, Project Approach / Scope of Services

CM & Inspection Services for the City of Rialto Joe Sampson Park

Chlorination Process: This process consists of a few distinct phases that can't be completed unless the previous phase is successful. Special care will need to be taken to eliminate any delays during this phase. Our staff can utilize water sampling and testing to provide results immediately on site.

Pre-Final Inspection: The CM will perform the final job walk and prepare the punch list (deficiency list). W&A will coordinate and observe the completion of required corrections. Should the contractor lag on a portion of the completion of project work, W&A will estimate the value of the incomplete items and recommend specific retention in accordance with the contract to maintain the City's financial position. If necessary, a change order will be recommended for approval for completion of the remaining work such that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

W&A will schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the contractor along with the applicable delivered materials at the project site.

Final Inspection: All corrections must be made before W&A recommends processing of the "Notice of Completion." W&A is noted for our attention to detail. Upon completion of the punch-list and final sign-off by all project stakeholders, W&A will make a recommendation to City regarding the contractor's final progress payment request and prepare a final progress payment report for submission to the City.

Delivery of As-Built and close-out documents: W&A will review "as-constructed" plans and prepare "as-constructed" reports. W&A will assist the contractor in maintaining a field set of "as-constructed" plans to be updated daily and delivered to the City upon project completion. W&A will continually document changed field conditions and not rely on the contractor to document "as-constructed" conditions. The CM will report and photograph field condition changes. The CM will document and keep these "as-constructed" conditions on plans in his office. W&A will review the contractor's submittal of "as-constructed" conditions and compare this submittal to W&A's own documentation. Discrepancies will be discussed, resolved and recorded. Completed "as-constructed" plans will be submitted to the City.

W&A will enforce the provisions of the specifications to require the contractor to submit well coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented.

W&A will perform closeout duties including final organization of project files and submit to the City for final approval, and assist with the filing of the notice of completion and release of retention

Preliminary Notice and Lien Releases: After all requirements, have been met the inspector will sign off on the appropriate form to recommend approval to recommend release of funds.

Operations and Maintenance Manuals: Our CM will confirm that the contractor provides the proper number of specified Operations and Maintenance manuals within the time frame requirements in the contract.

Warranties and Guarantees: We will track all material warranties and guarantees identified in the specifications and make sure that we receive the required scope of these as well as the correct number of these documents with contact information, product names and manufacturer's representative and contact information. These will be included in a binder as well as electronically stored for the City.

Conclusion: Our scope of work includes all the typical and some specialty/emphasized project needs. In addition, our staff has excellent qualifications in performing these duties and W&A has an outstanding track record and list of similar successful project references that will demonstrate why we would be a tremendous asset to the City to manage this Project.

Section 2 – Project Staff Qualifications

CM & Inspection Services for the City of Rialto at Joe Sampson Park

Brief Company Background and Experience

Wallace & Associates (W&A) was established in January 2010 to provide cost-effective project implementation solutions to public agencies. The company was designed to address the difficult economic conditions that have affected the country. Our competitive differentiator is our lean overhead structure. As the economy recovered we have worked to maintain our low overhead rate structure. This allows us to provide Wallace & Associates employees better pay/benefits and charge city and agency clients less for the same high quality staff and service; this is what sets us apart from other companies. We are a Southern California based consulting firm providing public sector clients Project Management, Construction Management and Inspection services in the fields of land development, transportation, public works, facilities and water resources, and we are proud of the role we play in providing a lean, cost effective approach to solving our clients' field services project and staffing needs. Our company and our staff have excellent project and on-call experience and perform high quality work at cost effective rates. As a 100% Woman Owned Company we are also considered a Women's Business Enterprise (WBE) and a Small Business Enterprise (SBE).

Wallace & Associates Staff Qualification

W&A can provide the City of Rialto a team of expert individuals with the specific qualifications and recent experience needed for to successfully complete the Joe Sampson Park. In staffing our team, we have assigned key personnel within the firm who have proven track records in successfully delivering these services. We are also providing a team that has worked together recently for the City of Laguna Niguel and also worked on other successful park and recreation projects in Southern California. Also Carl and John have worked on numerous park and recreational facilities together. The following list is examples of our proposed staff working together on public works projects.

City of Laguna Niguel (Carl Wallace, PE | John Reidinger | Teresa Rodriguez | Heidi Nesper)

City of Manhattan Beach (Carl Wallace, PE | John Reidinger | Heidi Nesper)

City of Corona (Carl Wallace, PE | John Reidinger | Bob Peters | Heidi Nesper)

City of Solana Beach (Carl Wallace, PE | John Reidinger)

City of San Clemente (Carl Wallace, PE | John Reidinger)

City of Los Angeles (Carl Wallace, PE | John Reidinger)

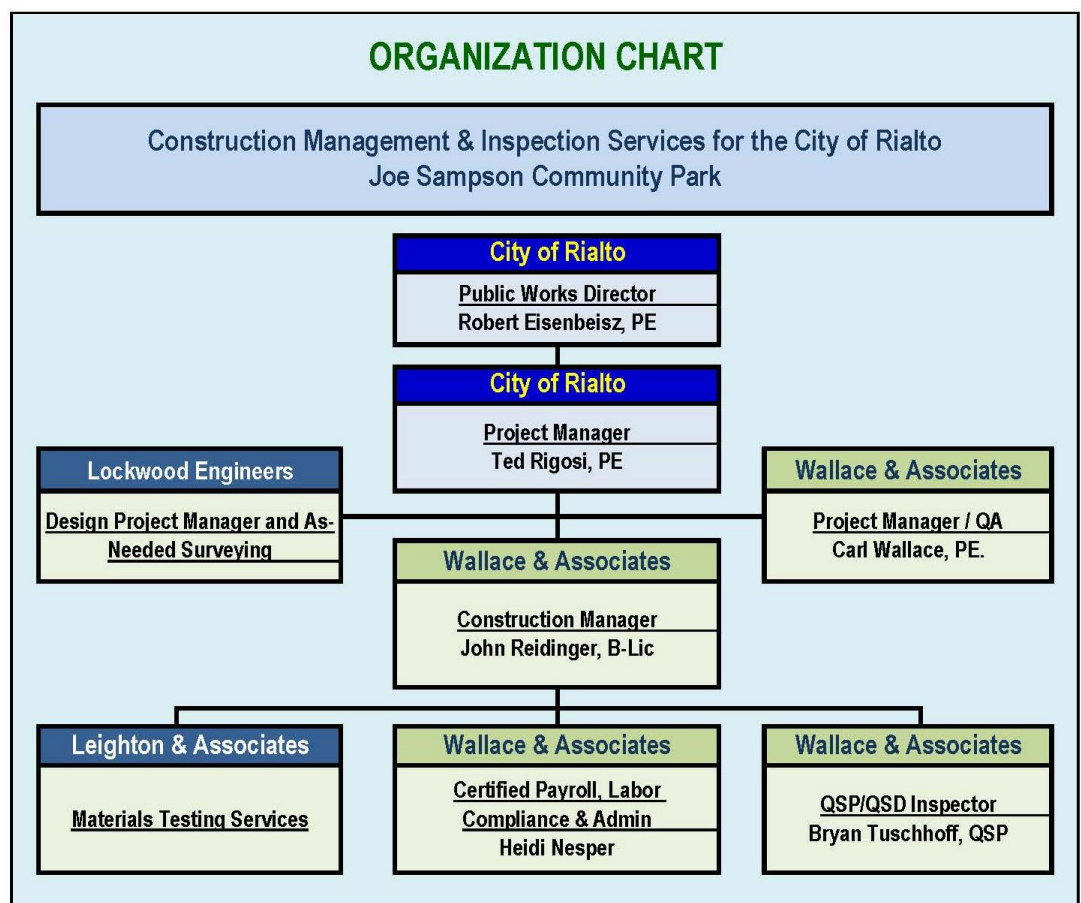
Town of Mammoth Lakes (Carl Wallace, PE | John Reidinger)

Experienced Project Manager - Carl Wallace, PE, will be the **Project Manager** and initially the primary contact person to the City. Mr. Wallace has over 27 years of experience in managing large-scale construction programs for various public entities with significant success managing multi-million dollar programs and projects during design and construction phases. He is a licensed Engineer in the state of California and has completed the Caltrans Resident Engineers Academy and Utah Department of Transportation Construction Engineering courses. His responsibilities have included managing capital construction programs and projects valued at over \$500 million. His duties have included directing large teams of employees, consultants and client personnel, developing programmatic contract documents, procedural manuals and quality assurance programs, soliciting, evaluating, engaging services and managing consultants for public relations, right-of-way acquisition, design, survey, labor compliance, safety monitoring, testing, inspection, resident engineering and other related services, and personally performed these same duties for key projects, while managing schedule, budget, public relations, safety, client communications, council/board reports and communications and critical issues. Mr. Wallace has successfully delivered Project Management, Construction Management and Inspection services and has managed our staff to provide these services for a variety of clients throughout California. Carl is currently managing similar Public Works Inspection contracts for the Cities of Murrieta, Lake Elsinore, Corona, and Irvine, and has previously managed similar work for the dozens of public agencies including the Cities of La Quinta, Anaheim, Manhattan Beach, Indian Wells, Rancho Santa Margarita, Los Angeles, Long Beach, San Clemente, Solana Beach, Carlsbad, Santa Monica, Lake Forest, Upland, Oxnard, Town of Mammoth Lakes, and multiple Water Districts, and also state contracts with Caltrans Districts 5, 6, 9, 10 & 11, and the Counties of Riverside, San Diego, San Bernardino and Los Angeles. Carl will work closely with the City and our staff to make sure that our scope and roles and responsibilities are clear before the start of the project. He will meet with staff and City management to assure that our services are meeting the needs of the city and the projects. He is available to step in and assist as needed to expedite and resolve issues as needed. He will then turn the reins over to our Construction Manager and move to a QA role checking in on the project regularly and making sure that any issues are addressed immediately. However, we feel strongly that once the City utilizes our staff identified in this proposal, the City will realize how quickly our team is can resolve almost any issue with minimal additional assistance required.

Section 2 – Project Staff Qualifications

CM & Inspection Services for the City or Rialto at Joe Sampson Park

W&A propose **John Reidinger** as our **Construction Manager** for the project. John is an experienced Project and Construction Manager having successfully delivered large scale projects in Southern California, Nevada and Japan. John has a degree in Agriculture from the University of Michigan and has a B Contractors' license. John is a true problem solver. He is excellent at seeing issues and working to a quick effective solution that keeps projects moving and saves money and time on the project and for our clients. He has an excellent track record in delivering projects within time and under budget. John has tremendous experience in managing recreation projects including Parks, Golf Courses, Sports fields, community buildings, restrooms, concrete structures and administering the project as well. He has tremendous recreational and environmental experience including projects with water distribution, transmission, storage and recirculation. John brings his big project experience to help the City with this important project. He understands all utilities and is capable of working through typical utility issues for projects. John has just completed two phases of one of the premier parks in Orange County for the City of Laguna Niguel. He has provided on site management for all aspects of these projects and delivered them on time and under budget. These two projects include the \$5.5M Recreation Improvements to Crown Valley Community Park and the \$10M Entry Improvements. John also managed the construction for one of the largest recreational areas in Southern California, Angeles National Recreation area located in Los Angeles County. This project had over 300 environmental restrictions and various biological monitoring where he coordinated all of the consultants and materials testing consultants on site. Species included Spotted Owl, Horned Lizard and numerous plant species to name a few. The Angeles National project was one of the largest, most environmentally sensitive projects in southern California. John also managed the East Orange County Reservoir Project that included pump station mechanical and electrical facilities. He has also installed numerous pump station and recirculation systems within large developments and recreational areas. John has also completed CIP projects for the City of Manhattan Beach including a synthetic soccer field project and a sewer manhole rehabilitation project. John provided Construction Management for the City of Los Angeles LA Zoo bond program and managed the construction of the Pachyderm Forest, Campo Gorilla Reserve and Golden Monkey Exhibit totaling \$55 million. These projects included exotic plantings for each exhibit and special planting conditions for each species. John has also managed trail and bike path projects including the \$12 M bike trail in the Town of Mammoth lakes with project features including a dozen bridges, numerous environmental conditions, retaining walls and drainage structure; the \$15.5 M Strawberry Farms Recreational Area miles of recreational paths and trails and the \$45 M Robinson Ranch recreation area in Santa Clarita which also had similar facilities. John has also managed the \$1.5 M San Geronio Park project for the City of San Clemente. He has managed the construction of numerous restroom facilities, shade structures, recreational areas with paths and features similar to Joe Sampson Park. John is a perfect match for this project and will be dedicated on a full-time basis. John has the right combination of experience and skills to deliver this project. His agency background is very strong, having worked for a variety of cities and utility companies. His contracting background and experience as an equipment operator give a unique perspective and understanding of the final shape and appearance of the project. He also



Section 2 – Project Staff Qualifications

CM & Inspection Services for the City or Rialto at Joe Sampson Park

recently completed construction management and inspection of landscape projects for the City of Corona including the \$300K City Hall Landscaping and \$6.2M Green River Road Landscaping projects. John will use his formidable drive and determination along with his strong work ethic and effective communication skills to complete this important project on time for the City of Rialto. His background gives him tremendous insight to foresee the contractors activities and understand when to push and ultimately how to obtain the true desired results for the city and its citizens.

Our team will be supported by our **Proposed Project Administrator, Teresa Rodriguez**. Teresa will support the document processing and project filing. She will also set up and administer our cloud based storage for easy access by all team members. She will perform the Labor Compliance checks and process the Certified Payroll. John and Teresa worked together on the \$10M Crown Valley Park Entry Improvements together and will be a cohesive team able to hit the ground running.

Bryan Tuschhoff, QSP, will provide **QSP Services** and management through the project. He has performed these same duties for the \$10M Crown Valley Park Entry Improvements Project along with John and Teresa. He will provide regular compliance reports and attend to any storm water site issues at the site on an as-needed basis.

References (Also see more references in the Similar Projects Section)

Carl Wallace, PE - REFERENCES

Bob Moehling, PE, City Engineer, City of Murrieta, (951) 304-2489, bmoehling@murrieta.org

Nelson Nelson, PE, PWD, City of Corona, (951) 817-5765, nelson.nelson@ci.corona.ca.us

Rick Torres, Supervising Inspector, City of Irvine (949) 724-7653, rtorres@ci.irvine.ca.us

JOHN REIDINGER - REFERENCES

Mr. Ziad Mazboudi, P.E.

Senior Civil Engineer – Project Manager

City of Laguna Niguel

30111 Crown Valley Parkway

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Email: zmazboudi@lagunaniguel.org



Tracy Martin

Utilities Project Manager

City of Corona - Department of Water & Power

755 Public Safety Way

Corona, CA 92880

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Email: Tracy.Martin@ci.coronaCA.gov



BRYAN TUSCHHOFF, QSP - REFERENCES

Mark Uphus, P.E.

Senior Civil Engineer

City of Garden Grove

11222 Acacia Parkway

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Garden Grove, CA. 92842

Phone: (714) 741-5191

Email: marku@ci.garden-grove.ca.us



Jim Houlihan, P.E.

Manager of Engineering I City Engineer

City of Irvine I Public Works

1 Civic Center Plaza

P.O. Box 19575

Irvine, CA 92623-9575

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Project Team Resumes are shown on the following pages

Executive Summary

Mr. Wallace has over 27 years' experience in managing infrastructure and transportation construction programs for various public entities and is highly experienced in managing multi-million dollar projects during design and construction phases. He has also managed a significant number of Inspection contracts for City, County and State Agencies. Key responsibilities have included managing capital construction projects ranging from small projects to major programs with construction values up to \$500M. Specific responsibilities have included: staffing, management, project delivery, on-time performance, adherence to jurisdictional requirements, hiring and managing other consultants for tasks involving testing, project controls, inspection, resident engineering and claims management, and he has personally performed these same duties for a variety of local, state and federal projects.

Project Experience

Crown Valley Community Park, City of Laguna Niguel, CA

Project Manager for this \$5M community park improvement project. Key elements included a new amphitheater, public restrooms, splash pad, playground equipment, tree removal, mass grading, and roadway and utility improvements. Additional project details involved stage, street and pathway lighting, stormwater BMP placement and compliance, fencing, railing, specialty stage canopies and various community art projects. Duties include overseeing consultant staff, Construction Manager, Inspector and Project Administrator, monthly reporting to update the city staff, oversee the construction project progress, coordinate with local utility and city department staff.

As-Needed Construction Management and Inspection Services Contract, City of Manhattan Beach, CA

Project Manager for Inspection Services for variety of transportation, parks, water and sewer projects including:

- ♦ Marine Drive Sepulveda Intersection Improvements and Fiber Interconnection Replacement Project (\$700K)
- ♦ Sepulveda Watermain Replacement - 2-mile 12" mainline replacement project (\$1.5M)
- ♦ Marine Drive Soccer Field - New Synthetic Turf and Utility project (\$1.5M)
- ♦ 2012/2013 Sewer Manhole Replacement – Sepulveda Avenue Sewer MH Replacement project (\$400K)
- ♦ 2012/2013 Sidewalk Repair - Sidewalk improvement project for streets throughout the city (\$700K)

Salt Creek Trail, City of Laguna Niguel, CA

Project Manager for CM services for this \$600K trail Improvement project. Project features include multi use trail with retaining walls, monuments, trail signage, planting, DG trail surface, landscape ties and utility relocation. Duties include overseeing project staff, coordinate with local utility and city department staff.

As-Needed Construction Inspection Services (5-year) Contract, City of Corona, CA

Project Manager for Inspection Services for variety of water and sewer projects throughout the City. Projects range in and multiple project run concurrently. Duties include staff management, site visits, project meeting participation and problem avoidance and mitigation. Select projects include:

- ♦ Masters Drive Recycled Waterline - 15,000 linear foot of recycled waterline (\$2.5M)
- ♦ El Cerritos Waterline and Pipe Slab Cover – DIP waterline (\$1.5M)
- ♦ Developer Sewer Lift Station - Lift station with building and pipe connections ((\$500K)
- ♦ Desalter Connection - Mixing station for potable water with piping and building connections (\$500k)
- ♦ Reservoir-3 Replacement - DYK Tank 2.5 MG Reservoir with 1.7acre site Improvements (\$3.1M)
- ♦ Sampson Pressure Reducing Station – Undergrounding of Pressure Reducing Station (\$300K)
- ♦ Hummingbird Pressure Reducing Station - New above ground Pressure Reducing Station (\$400k)
- ♦ Butterfield Park 24" Recycled Water Line - Two 2-mile directional drill HDPE and Trenched DIP (\$1.7M)
- ♦ Metro Center Development - Mixed-use Development Project (\$50M)
- ♦ Citrus Circle Development Project - Mixed-use Development Project (\$5M)

Experience:

27 years

Education:

BS, Engineering; San Diego State University

Registrations:

Registered Civil Engineer, CA #C59307

Training/Certifications:

- ♦ Caltrans Resident Engineers Academy
- ♦ FTA Grant Management
- ♦ 40-hour HAZMAT Training
- ♦ 10-hour OSHA Training

Affiliations:

- ♦ American Society of Civil Engineers
- ♦ American Public Transportation Association
- ♦ American Public Works Association
- ♦ Construction Management Association of America - Past Board Member
- ♦ American Water Works Associates
- ♦ American Construction Inspectors Association

On-Call Engineering Services, City of Lake Elsinore, CA

As Project Manager, responsibilities include overseeing internal CIP project manager and Public works/Land Development inspector while also providing training, QA/QC activities, staffing and overall management of work force. Consultant staff positions include Project manager and Sr Construction Inspector.

Park Improvement Project, City of San Clemente, CA.

Construction Manager for this \$2M park improvement project that includes regarding ball fields, upgrading field lighting and sidewalk lighting systems, upgrade to power systems, new planting and irrigation, new dugouts, batting cages, bull pens, parking lot improvements and signage. Responsibilities include oversight of site inspection, documentation, contract change order preparation, SWPPP monitoring and compliance, coordination with City, water district, little league and other project stakeholders. Review progress payment applications, attend weekly meetings, and provide QA/QC for improvements and oversight of field staff for this major park improvement.

Old Lake Mary Road Bike Path Imp. Project, Town of Mammoth Lakes, CA

Project Director for this \$10M public works project including extensive soil nail walls, 11 pre-fabricated bridge crossings, work through environmentally sensitive areas, management of Caltrans funding reimbursement, seasonal winter construction issues, SWPPP, utilities, base and paving for this 12-mile bike path through National Park lands. Oversight of project staff for this multi-year project.

Cathedral City 30th Avenue Soccer Park, Cathedral City, CA

As Project Manager, responsibilities include QA/QC of the project and assisting the Construction Manager with administration of the consultant contract for this project which consists of 15 soccer fields of varying sizes on a 17-acre site at the northwest corner of 30th Avenue and Santoro Drive. The \$3.2M construction project includes multiple contracts for advance procurement of sod, light standards, and other materials. The project elements include a parking lot, construction of underground utilities, street improvements, landscaping and irrigation, concession stand building, restrooms, and a large shade structure. The project is adjacent to the James Workman Middle School and residential areas, so dust control, time restrictions, and noise control are managed by our staff and communicated to the project neighbors.

Coastal Rail Trail, City of Solana Beach, Solana Beach, CA

Project Manager for inspection services for the \$1.5M coastal trail project through the entire city. Duties included oversight of inspection services and Quality Assurance. Project Features include: grading, materials testing program, irrigation system, landscaping, various specialty one of a kind artisan designed and constructed monuments throughout this 1.7-mile linear park project. The project included grading class 2 bike path, ADA ramps, concrete and decomposed granite bike path, sidewalk, SWPPP, utility relocations and walkway lighting.

Coachella Valley Water District, Palm Desert, CA

As Project Manager, responsibilities include staffing projects and providing QA/QC for inspection staff. Carl also coordinates the staff training program for this on-call contract. Projects include, transmission, distribution and lateral pipeline, new fire hydrants, valves and appurtenances, Cathodic test stations, vaults, sewer laterals, manholes and structures in support of the development throughout the Coachella Valley. Staffing includes 2 two full time inspectors.

As-Needed Construction Management and Inspection Services, Rancho California Water District, CA

Contract Manager for Construction services contract with the District. Overseeing staff for the following projects:

- ♦ Madison Avenue 56" Pipe Replacement - pipeline relocation project in support of a new interchange (\$4M)
- ♦ New Recycled Pond No. 5 - Recycled Pond and rehab of other ponds with 1 million CY's of earthwork (\$8M)

On-Call Construction Engineering Services, Caltrans District 9/10

Sub-Consultant Project Manager. Responsibilities included staffing construction staff for various projects under construction within Districts 9 and 10 for this multi-year contract. Projects included:

- ♦ Paving Hwy 580 and 205 near Tracy
- ♦ Overlay chip seal Hwy 120 and Hwy 6
- ♦ Hwy 124 Dry Creek Bridge widening
- ♦ Hwy 120 Emergency Repairs for slide damage
- ♦ Fencing along 395
- ♦ Paving for 12 miles on SR 205
- ♦ Drainage improvements Sutter Creek Hwy 49 Bypass

Indian Wells Highway 111 Rehabilitation Project, Indian Wells, CA

Project Manager over our construction inspection contract for the \$5M rehabilitation of this 4-lane highway through the entire City of Indian Wells. Project includes traffic control, signing, striping, cold-planing over 1.2 million sq. ft. of roadway, rubberized asphalt, removals, landscaping and irrigation, utility relocation, sidewalk and median work, traffic signal and monument construction. Duties include oversight of resident inspector position and assistance, as needed.

Imperial and La Palma Intersection Widening, City of Anaheim, CA

Principal-in-charge for \$8M roadway widening of high-use intersection at Imperial Highway and La Palma Avenue. The project is under oversight control of Caltrans District 12. Project documentation is set up to Caltrans specifications, and project procedures and construction operations are set to be performed in accordance with Caltrans standards. The project includes major utility relocations and upgrades, under heavy traffic with traffic control phasing. Duties include oversight of staff of resident engineer, inspection staff and office engineer. Provide Quality Assurance for project documentation and agency compliance.

El Toro Road Traffic and Landscape Improvements, City of Lake Forest, CA

Project Principal of Construction Phase of the \$12M street widening, paving and landscape improvement project on a major roadway for the City. Management responsibilities include oversight of all services during construction phase including conducting bi-weekly construction progress meetings, review, process, track, and file submittals, and RFI's, negotiate change orders, review & approve progress pay estimates, administer certified payroll submittals, interview workers to assure prevailing wage confirmation, observe a/c and concrete placement, review a/c and concrete tickets for compliance, review traffic control for compliance with applicable plans.

Street Rehabilitation, City of Inglewood, CA

Principal in Charge for this major street rehabilitation of 6 city blocks in downtown business district. Project included new utilities, excavation, grading, subgrade, base material, asphalt paving, adjusting manholes to grade, concrete sidewalk and curbs, irrigation system and landscaping, wireless traffic loop system, traffic signal interconnects, traffic markings and striping, traffic control, public relations. Duties included client management QA/QC for improvements and oversight of field staff for this major street improvement project.

Executive Summary

Mr. Reidinger has over 23 years of experience in construction and project management for land development projects within Southern California and internationally. John has extensive experience managing the day to day challenges of construction projects. His greatest strength lies in his ability to visualize the finished product in its roughest form. John has experience in public and private construction projects including construction management, personnel management, environmental compliance, city and agency permitting, plant science, management of site staff and contractor's staff, coordination with agency/owner staff for operational start up and design implementation. John has extensive experience with recreational facilities and all of the infrastructure that goes along with that type of project including, grading, staging, landscaping and irrigation, roadway, bridge, drainage structures, intersections and traffic signals, water and sewer, maintenance facilities, club house and community centers, signage, monuments lighting, parking lots and paving, storm drain structures, retaining walls and various park facilities. He has managed and enforced environmental protection of impacted and non-impacted areas within the project and adjacent properties, while maintaining productive construction progress. He has also managed rough grading projects in excess of 12 million cubic yards, with varying degrees of soil and weather conditions. John's extensive background in managing all facets of major public projects has allowed him to build a successful track record in completed complex projects. He has successfully managed and trained personnel. John is a seasoned self-starter who will represent our clients whole heartedly and will get the job done.

Experience:
23 years

Education:
BA, Management; Michigan
State University

Registrations:
Licensed General Contractor –
Class B #933534

Project Experience

Crown Valley Community Park, Tier 1 Recreation Improvements, City of Laguna Niguel, CA

Construction Manager for this \$5M community park Improvement project. Project features include new amphitheatre, public restrooms, splash pad, playground equipment, tree removal, mass grading, roadway and utility improvements, stage lighting, pathway lighting, street lighting, stormwater BMP placement and compliance, fencing, railing, specialty stage canopies and various community art projects incorporated throughout the project. Duties include overseeing contractors work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the city staff, manage the construction project progress, oversee labor compliance, provide submittal reviews, respond to contractors RFI's, RFC's, process monthly progress payments, coordinate with local utility, community artists and city department staff.

Salt Creek Trail, City of Laguna Niguel, CA

Construction Manager for this \$600k trail Improvement project. Project features include multi use trail with retaining walls, monuments, trail signage, planting, DG trail surface, landscape ties and utility relocation. Duties include overseeing contractors work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the city staff, manage the construction project progress, oversee labor compliance, provide submittal reviews, respond to contractors RFI's, RFC's, process monthly progress payments, coordinate with local utility and city department staff.

Canyon Hills Residential Home Development, Lake Elsinore, CA

As the Construction Manager for this residential development spanning 160 acres with 434 homes. Project features included domestic water tank, streets, sewer, water, storm drain, electrical, lighting, traffic signals, landscape and irrigation. Duties included contract review, clarification of scope of services, review of third party contracts, and attendance at regularly scheduled construction meetings. Project features also included a 2 lane single precast arch bridge section with decorative sidewall and abutments at the entrance of the community, 90" diameter RCP storm drains and various drainage structures, roadway, street. Other duties included preparing weekly progress reports to update status of all deliverables and daily reports, test results, labor and equipment log, site photos, monthly status reports, review and coordination of construction schedule, administer submittals, requests for information, change orders, and progress payments

Robinson Ranch Recreational Development, Santa Clarita, CA

Construction Manager for this \$42M Land Development project that included 4.7M cubic yards of grading for golf course and residential development. Project features included a two lane entry road bridge over river with three arched precast concrete sections for the development entrance, 4 single lane single span arched bridges within the golf course, a \$2.8M domestic water well and pump station for Castaic Lake Water District designed to improve their water distribution to new and existing customers, a 36 hole golf course and related infrastructure (power distribution, sewer, water, dry utilities, streets, intersections, street traffic control and structures) totaling \$42M. Reviewed the lake recirculation and water distribution plans; identified, optimized and implemented the sharing of the pump station and its vaults, creating direct cost savings of \$90K. Facilitating bid packages, organized pre-bid site reviews and awarded contracts ranging from \$100K to \$7M. Implemented a three-phase site clearing plan, which allowed a natural buffer between rough grading and clearing limits, reducing total acres removed (well received by local agencies and on-site biologist.) Assured all contractors complied with design criteria and specifications throughout the project.

City Hall Landscaping Improvement Project, Corona, CA

Construction inspector for this \$300k replacement of existing landscaping and irrigation to new drought tolerant pallet of species and irrigation system. Duties include ensuring contractor compliance with project plans and specifications; preparing daily documentation of the project, coordinating with city operations staff and project manager.

Green River Road Project, Landscaping Improvement, Corona, CA

John provided Construction inspector for landscaping portion of this \$6.2M roadway improvement project. Project included large trees, median and parkway landscaping, ground cover, irrigation systems, recycled water connections and monuments. Duties include ensuring contractor compliance with project plans and specifications; preparing daily documentation of the project, coordinating with city operations staff and project manager.

Marine Drive Park Soccer Field, Manhattan Beach CA

Construction manager for this \$1.5M synthetic turf park project. Project Features included water tie ins, recycled waterline extensions, parking lot improvements, fencing, walls and lighting. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFIs, process submittals, coordinate materials testing sub-consultant, and coordinate with City departments.

Los Angeles Zoo Bond and Capital Improvement Program, Los Angeles, CA

Construction Manager for the Pachyderm Forest, Campo Gorilla Reserve and Golden Monkey Exhibit. Total construction budget is \$80M. Duties included construction management, contract administration, submittal processing and review, scheduling, cost estimating, constructability reviews and construction administration.

Lake Mary Road Bike Path, Mammoth Lakes CA

As Project Manager duties including attending bi-monthly site meetings and support on site inspector. Project involves street widening of Lake Mary Road through slope grading, adding retaining walls varying in heights and installation methods such as the use of soil nails, cast in place or stacked block walls. This \$6.2M trail project was constructed in compliance with local trail specifications including 12 pre-fabricated bridges, one precast tunnel and fencing over three seasons. This project is located within National parks and environmental areas.

San Geronio Park, San Clemente, CA

Project Manager. Attended weekly site meetings, utilized an automated database system managing and controlling Submittals, RFI's, PCO's CCO's and contractors' billings. Project included reconstruction of ball fields, backstops, fencing, bullpens, batting cages, dry and wet utility installation, drainage structure improvements and park lighting fixture replacement.

Santa Monica Downtown Traffic Signal Upgrades, Santa Monica CA

Construction Manager on this \$4 million federally funded fiber optic interconnects and video detection traffic signal project throughout downtown Santa Monica and at several critical outlying intersections. The project included numerous intersection, pedestrian ramps and traffic signal improvements at major intersections. Project included traffic staging and road closures for arterial downtown streets with heavy pedestrian traffic, street improvements, utility connections and proactive public relations.

Dove Canyon Recreational Area, Rancho Santa Margarita, CA

Construction Manager for this \$15M Land Development project that included golf course and residential development. Project features included a two-lane entry road bridge over river over double 8' box culvert crossing at the development entrance, a 18 hole golf course and related infrastructure (power distribution, sewer, water, dry utilities, streets, intersections, street traffic control and structures). Assured all contractors complied with design criteria and specifications throughout the project.

Red Hawk Development, Temecula, CA

Construction Manager for this \$15M Land Development project that included golf course and residential development. Project features included a two-lane entry road with double arched bridge over river crossing at the development entrance, three arch decorative stone single lane golf course bridge over lake, an 18 hole golf course and related infrastructure (power distribution, sewer, water, dry utilities, streets, intersections, street traffic control and structures). Assured all contractors complied with design criteria and specifications throughout the project.

Citrus Circle Utility Project, City of Corona, CA

Construction inspector for this \$400k utility project providing new fire service lines, new potable water lines and irrigation lines for development project. Duties include ensuring contractor compliance with plans and specifications; prepare daily documentation of the project, coordinating with city operations staff and project manager.

2013 Annual Sewer Manhole Rehabilitation Project, Manhattan Beach, CA

Resident Inspector for this \$300 k Rehabilitation of sewer manholes and lid replacements throughout the City. Work included primary arterials like Sepulveda Street which required Caltrans coordination and traffic control. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFIs, process submittals, coordinate materials testing sub-consultant, and coordinate with City departments.

East Orange County Water District, Stoller Reservoir, Orange, CA

Construction Manager for new 250,000 gallon water tank installation including piping, electrical monitoring equipment and site improvements. Responsible for managing inspection staff, project schedule, submittals, change orders, construction observation and project close-out management.

El Toro Water District -Administration Building Improvement Project, El Toro, CA

Project Manager for the Upgrade and Remodel of a 2,200sf administration building. The upgrade consisted of a 2,200sf building extension, HVAC, electrical replacement and interior remodeling. Responsibilities included all aspects of project management, from project initiation to the project completion. Management of field inspection staff included special inspection and deputy inspection staff, oversight of all work to ensure quality workmanship, and monitored adherence to the safety policy and timeline.

RCCD ADA Assessment Survey, Riverside, CA

Project Manager for ADA survey data collection and documentation, using on site computer entry for all existing college campuses within the Riverside Community College District. Coordinated with Campus Security & Administration regarding survey crew schedules for campus and building accessibility. Managed, trained and updated survey crews with current ADA codes. Reviewed and assessed final keynote documents and AutoCAD plans for submittal.

LACCD ADA Assessment Survey, Los Angeles, CA

Project Manager under contract with BOA. Responsible for the exterior building access, pathways and parking lot, ADA survey data collection and documentation of existing college campuses in the Los Angeles College Campus District. Coordinate directly with Campus Security & Administration regarding survey crew scheduling and accessibility. Manage, train and update survey crews with the current ADA codes. Review of all survey data entry with compliance codes prior to submitting.

Executive Summary

Ms. Rodriguez has over 9 years of construction contract and project administration experience in the public works and private development sectors. She brings a keen eye and strong proficiency in the use of Construction Management Project Control systems and software for construction project administration including data collection, processing, scheduling, tracking and reporting. Ms. Rodriguez's responsibilities include set up and maintenance of an operable file structure to: process new contracts, and purchase orders; install up new software, process all expense reports; coordinate and set up project site events and meetings; check and tract Contractor and Subcontractor insurance information; prepare and process billing, invoicing, accounts receivable and contract close-out items; review and process certified payroll and labor compliance documents; prepare and process sub-consultant agreements; process contractor, submittals, requests for information, change orders; prepare and process bid documents, conditional and unconditional lien releases; and tract preliminary notices.

Experience:
9 years

Education:
High School Diploma

Training/Certifications:

- ◆ Group Office
- ◆ MS Office Suite
- ◆ MS Project
- ◆ Procore
- ◆ Buildpro
- ◆ Oracle
- ◆ Timberline
- ◆ Sage
- ◆ JDE Enterprise
- ◆ Bidmail
- ◆ Quickbooks Pro

Project Experience

Crown Valley Community Park Tier 2 – Entry Improvements, City of Laguna Niguel, CA

Ms. Rodriguez provided Project Administration for construction of this \$9.5M park improvement project. Duties included progress payment application; and preparation progress reports and project administration.

Plant 40 Pump Station Improvement Project, East Valley Water District, Highland, CA

Ms. Rodriguez provided Project Administration services to East Valley Water District for construction of this \$817K pump station improvement project that includes 4 vertical turbine pumps and motors, flow meters, instrumentation, telemetry and SCADA control system installation, electrical and lighting system improvements and structural steel canopy installation.

Plant 137 & Live Oak Road Pipeline Replacement Project, East Valley Water District, Highland, CA

Ms. Rodriguez provided Project Administration for the installation of approximately 3,185' of 12" DIP and appurtenances through the rocky foothills of a residential neighborhood in Highland. Construction of this \$717K project also includes demolition of existing treatment train equipment and construction of facility site improvements at Plant 137.

Design-Build Pipeline Projects, Golden State Water Company, Southern CA

Ms. Rodriguez provided Project Administration for the construction of 5 individual design-build pipeline projects in residential and commercial sections of Los Angeles County. This \$2.7M project consisted of the installation of 10,700' of 8" ductile iron distribution pipeline, fire hydrants and associated water meters' services, gate valves and appurtenances to replace and abandon the existing 40 to 85-year-old cast iron pipeline system. Duties included progress payment application; and preparation progress reports and project administration.

Capital Improvement Projects, Elsinore Valley Municipal Water District, Lake Elsinore, CA

Ms. Rodriguez provided Project Administration as a member of the Construction Management and Construction Inspection Services Team for this multiple project program of Capital Improvement Water and Recycled Water projects located in the City of Lake Elsinore, California. This is \$2.7M CIP program includes 5 individual projects with more than 16,000 linear feet of 6", 8", 12" and 16" DIP and associated water meters (1,509 of which are new Automatic Reading Water Meters); 1,500 linear feet of 4" PVC recycled waterline with 3,500 sprinkler heads; replacement of inoperative and broken gate valves at four intersections; and the interconnection of two water pressures zones.

Utility Relocation - E Street Transit Corridor 1 Bus Rapid Transit Project, San Bernardino Municipal Water District, San Bernardino, CA

Ms. Rodriguez provided Project Administration as a member of the Construction Management and Construction Inspection Services Team for the water utility relocation portion of the sbX Omnitrans E Street Transit Corridor 1 Bus Rapid Transit Project. This \$192M rapid transit improvement project included 15.7 miles of new public transportation

bus route through the downtown San Bernardino area, from the northwest end at the Kendall / Palm Station in San Bernardino, to the southeast end at the Benton/Barton Station in Loma Linda.

Mill Creek Wetlands Cucamonga Creek Watershed Regional Water Quality Project, Chino, CA

Ms. Rodriguez provided Project Administration as a member of the Construction Management and Construction Inspection Services Team for this 52-acre environmental habitat reclamation project located in the City of Chino, California. This \$10M wetlands rehabilitation and water quality development project provided improvements to an existing wetlands watershed area by creating a public recreation and habitat restoration commons. The new ecosystem includes 6 interconnected water quality ponds landscaped with native plant materials, a riparian habitat, a raptor habitat expansion, interpretive/educational loop trails as well as almost 2 miles of recreation and maintenance trails.

San Antonio Plant Forebay Replacement Tank Project, Golden State Water Company, Ojai, CA

Ms. Rodriguez provided Project Administration as a member of the Construction Management and Construction Inspection Services Team for the erection of this \$800K Forebay Tank replacement project. The project included construction of a new 0.5 MG welded steel tank, installation of approximately 300' of 16" yard piping including tie-in to 3 existing well site pipelines, facility start up and demolition of the existing steel tank and pipeline structure/infrastructure.

West Ojai Avenue 8" DIP Water Main Project, Golden State Water Company, Ojai, CA

Ms. Rodriguez provided Project Administration for the pipeline construction operations and start up for this \$210K DIP replacement project. The project included installation of approximately 750' of 8" DIP and associated commercial meter services, fire hydrants, appurtenances and asphalt pavement trench replacement along West Ojai Avenue / Highway 150 in downtown Ojai.

Upper River Well Field and Water Supply Pipeline, West Conveyance Pipeline, Mojave Water Agency, Victorville and Hesperia, CA

Ms. Rodriguez provided Project Administration for Construction Inspection Services supporting a 6-man team of Construction Inspectors for this \$8M pipeline project which included 1 Pump Station, 6 individual Recovery Well sites to feed the Pump Station and 32,250' of 18" and 42" CML&C pipeline.

North Cajon Blvd. Street Improvements, City of San Bernardino, CA

Ms. Rodriguez provided Project Administration on this \$740K ARRA funded project that included roadway improvements along a 1.25-mile section of historic Route 66. Improvements incorporated the new roadway widening and asphalt paving work with storm water drainage upgrades, new concrete sidewalks, ADA curb ramps, curb & gutter, signage, traffic striping and street lighting.

Water Main Replacement Projects, City of Pomona, CA

Ms. Rodriguez provided Project Administration for this \$7M water distribution pipeline improvement project that included 38,675' new 6" & 8" DIP and 7 miles of new asphalt pavement for associated downtown and residential streets. This multiple phased project encompassed several Districts citywide.

Section 3 – Firm Qualifications

CM & Inspection Services for City of Rialto Joe Sampson Park

Crown Valley Community Park, Capital Improvement Project - Construction Management and Inspection Services

Project Dates: Aug. 2014 – Sept. 2015

Project Value: \$5.5M

Project Team:

Carl Wallace, PE - PM
John Reidinger – CM
George Hartmann, PE – Inspector
Peter Ramey, PE – Project Engineer
Heidi Nesper – Office Engineer

Client Contact:

City of Laguna Niguel
Ziad Mazboudi, PE – Project Mgr
3011 Crown Valley Pkwy
Laguna Niguel, CA 92677
(951) 296-6987
Zmazboudi@cityoflagunaniguel.org

The project work included grading, new Amphitheatre stage, seating and lighting, splash pad, new public restrooms, playground equipment, storm drain, sewer, sidewalk and area lighting, electrical and communications upgrades, waterline, irrigation and landscaping. Duties included managing the construction of this high-profile project, coordinating with adjacent YMCA community pool, Recreation Department, City Engineering and Landscape staff, Moulton Niguel Water District, Utility agencies, coordinating with city materials testing company, designer and surveyors, managing and coordinating with third party vendors who are supplying specialty pre-purchased items and one-of-a-kind art pieces throughout the project. Our staff managed the contractor, reviewing and approving submittals, providing inspection and coordinating with the city building inspectors, documenting the job with and photos.



Crown Valley Community Park, Tier 2 Entry Improvements Project – Construction Management and Inspection Services

Project Dates: June 2016 - Current

Project Value: \$9.5M

Project Team:

Bryan Tuschhoff – PM
John Reidinger – CM
Jin Chong – Inspector
Peter Ramey, PE – Project Engineer
Heidi Nesper – Office Engineer

Client Contact:

City of Laguna Niguel
Ziad Mazboudi, PE – Project Mgr
3011 Crown Valley Pkwy
Laguna Niguel, CA 92677
(951) 296-6987
Zmazboudi@cityoflagunaniguel.org

Wallace & Associates is also providing Construction Management services on the Tier 2 Entry Improvements Project for Crown Valley Community Park: This project includes 250' double arch multi plate bridge and intersection improvements, spread footing with stone micro-piles, decorative railing and lighting, pre fab detention basins, new parking lots, bio filters, stream bed improvements, path and trails, landscape and irrigation, recycled waterline and pump station, utility relocations, Scope of services included construction management, administration, schedule analysis; RFI, CCO and submittal review and processing, progress payments, weekly meeting, monthly reports.



Marine Drive Park – Construction Management and Inspection Services

Project Dates: June 2012 – Mar. 2013

Project Value: \$1.3M

Project Team:

Carl Wallace, PE - PM
John Reidinger – CM
Heidi Nesper – Administration

Client Contact:

City of Manhattan Beach
Ish Medrano - Project Mgr.
1400 Highland Avenue
Manhattan Beach, CA. 90266
(310) 802-5352
IMedrano@citymb.info

Wallace & Associates provided Construction Management and Inspection services for the City of Manhattan Beach's Marine Drive Park Project. The project was part of a multi-year construction management and inspection contract. The scope of work included providing management and inspection for the new soccer field and utility improvement project. Project features included new waterline and connections, new synthetic turf soccer field, fencing, maintenance building, canopy structure, sidewalk, curb and gutter, gravity retaining walls, gates and tree removal. Our staff provided full construction management and inspection for this city project.



Section 3 – Firm Qualifications

CM & Inspection Services for City of Rialto Joe Sampson Park

Torre Pines Community Park – Resident Inspection Services

Project Dates:

Project Value: \$2M

Project Team:

Carl Wallace, PE - PM
John Reidinger – CM
George Hartmann, PE – Inspector

Client Contact:

City of Murrieta
Bob Moehling, PE – City Engineer
1 Town Square
Murrieta, CA 92562
(951) 461-6036
bmoehling@murrieta.org

Wallace & Associates provided resident Inspection services for the new \$2M Torrey Pines Park project. Project features include renovation of existing structure for use by the community, new park with grading, playground equipment, drainage system, landscaping, irrigation fencing. Lighting, bleachers, restrooms, ancillary facilities to support the park. Duties include preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also include quality assurance and compliance with public works and building code requirements. Inspection includes landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation



Town Center Park, Community Center & Amphitheatre – Resident Inspection Services

Project Dates: 2009 - 2010

Project Value: \$2M

Project Team:

Carl Wallace, PE – PM
Ken Burris & Eric Maher, QSP – Inspectors

Client Contact:

City of Murrieta
Bob Moehling, PE – City Engineer
1 Town Square
Murrieta, CA 92562
(951) 461-6036
bmoehling@murrieta.org

Wallace & Associates provided resident Inspection services for new Town Center Park and Amphitheatre project. Project included renovation of existing community center buildings, new park with grading, sub-drain system, landscaping, irrigation fencing, lighting, bleachers, and ancillary facilities to support the park. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also include quality assurance and compliance with public works and building code requirements. Inspection includes landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation.



Murrieta Sports Park – Resident Inspection Services

Project Dates: 2013 - 2014

Project Value: \$2M

Project Team:

Carl Wallace, PE – PM
Ken Burris & Eric Maher, QSP – Inspectors

Client Contact:

City of Murrieta
Bob Moehling, PE – City Engineer
1 Town Square
Murrieta, CA 92562
(951) 461-6036
bmoehling@murrieta.org

Wallace & Associates provided Resident Inspection services to the City for new Synthetic turf football and soccer fields. Project features included grading, sub-drain system, landscaping, irrigation fencing. Lighting, bleachers, and ancillary facilities to support the park. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also included quality assurance and compliance with public works and building code requirements. Inspection includes landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation.




Section 3 – Firm Qualifications

CM & Inspection Services for City of Rialto Joe Sampson Park


Canyon Hills Regional Park – Resident Inspection Services

<p>Project Dates: 2011 -2012</p> <p>Project Value: \$8M</p> <p>Project Team: Carl Wallace, PE - PM Mike Payment – Inspector</p> <p>Client Contact: City of Lake Elsinore Jim Smith, PE South Main Street Lake Elsinore, CA. 92586 (951) 674-3124 x244 vdamasse@lake-elsinore.org</p>	<p>Wallace & Associates provided Resident Inspection services for this regional park within the City of Lake Elsinore. Our inspector provided inspection for grading, utilities, sports facilities, landscaping, water systems, recycled water supply, hardscape, drainage facilities, irrigations systems, tower lighting, splash pad with features, playground equipment installation, tennis courts, ball fields, restrooms and concession facilities. Our inspection services included daily reports, photographic jobsite photos, detail of labor and materials, coordination with utility agencies, tracking construction quantities and processing progress payments. Project was completed on time and under budget.</p>	
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Foothill Parkway Extension Landscaping – Resident Inspection Services

<p>Project Dates: 2016</p> <p>Project Value: \$3M</p> <p>Project Team: Carl Wallace, PE – PM Robert Little – Inspector</p> <p>Client Contact: City of Corona Nelson Nelson, PW Director 400 S. Vicentia Ave Corona, CA 92882 (951) 817-5765 Nelson.nelson@ci.corona.ca.us</p>	<p>This project involved landscaping adjacent to the newly completed \$30m 2-mile four lane roadway along the base of the Santa Ana Mountains in the Cleveland National Forest. Wallace & Associates inspector duties include coordination with city project manager, site construction manager, coordination with materials testing, preparation of daily reports, photographic records, construction contract administration, quantity take offs, and contract compliance</p>	
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Green River Widening – Project Management

<p>Project Dates: 2015 - 2016</p> <p>Project Value: \$6.2M</p> <p>Project Team: Carl Wallace, PE – PM Peter Ramey, PE – PM/CM John Reidinger - Inspection</p> <p>Client Contact: City of Corona Nelson Nelson, PW Director 400 S. Vicentia Ave Corona, CA 92882 (951) 817-5765 Nelson.nelson@ci.corona.ca.us</p>	<p>Wallace & Associates provided project management and Grant Administration for the widening of a major roadway. The work included managing the design consultant, city staff, administering the grand funding, bidding & awarding the construction contract, and then managing the construction contract. The project included roadway widening and replacement, utility relocations, storm drain and traffic signal work. Duties included supervising agency inspection staff and materials testing consultant.</p>	
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City Hall Demonstration Garden and Landscaping – Resident Inspection Services

<p>Project Dates: 2015 - 2016</p> <p>Project Value: \$300K</p> <p>Project Team: Carl Wallace, PE – PM John Reidinger – Inspector</p> <p>Client Contact: City of Corona Tracy Martin, Customer Services Mgr 400 S. Vicentia Ave Corona, CA 92882 (951) 817-5880 tracy.martin@ci.corona.ca.us</p>	<p>As part of a on-call inspection contract, Wallace & Associates provided inspection during the construction of the City's Demonstration Garden and City Hall Landscaping project. The Demonstration Garden has three distinct landscaping themes to provide inspiration and a backdrop to community gardening classes. Inspection was provided of water systems, landscaping, drainage facilities, irrigations systems and signage. Duties include ensuring contractor compliance with project plans and specifications; prepare daily documentation of the project, coordinating with city operations staff and project manager.</p>	
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Construction Management and Inspection Services for City of Rialto - Joe Sampson Park Project

Anticipated Weeks of Construction

PROJECT CONSTRUCTION PHASES			Precon		Construction (end of Oct 2017 - Aug 2018)																																Closeout																	
Allocation	Staff	Role	Oct			Nov					Dec				Jan					Feb				Mar				Apr					May				Jun					Jul					Aug					Total Hours	Hourly Rate	Cost
1 - Construction Management Services																																																						
Wallace & Associates Staff																																																						
As Needed	Carl Wallace PE	Project Manager	4	6	1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		1		32	\$168	\$5,376			
Full Time	John Reidinger	CM/Inspector	8	8	0	16	32	40	40	24	40	40	24	32	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	32	40	40	40	40	40	40	40	40	40	40	40	16	16		1560	\$128	\$199,680		
As Needed	Bryan Tuschoff, QSP	QSP Inspector			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2				82	\$146	\$11,972		
As-Needed	Teresa Rodriguez	Project Administrator	8	8	8	16	20	20	20	16	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	16	16		848	\$78	\$66,144		
Direct Cost Budget (Reproduction, Postage, Shipping, Incidentals)																																														\$500								
																																											Estimated CM Total			\$283,672								
As Needed	Leighton Group	Materials Testing																																												Subconsultant			\$15,000					
Mark-up (8%)																																														\$1,200								
																																													\$299,872									

Notes:

- 1. It is recommended that an additional budget of 8% be established for CM/Inspection contingency and possible Overtime.*
- 2. Cost and schedule is based upon current estimated schedule provided by the City. If schedule changes are made outside our control CM budget may need to be adjusted as well.*
- 3. Any inspection overtime and Saturdays would be at 150% rate and Inspection double time for Sundays and Holidays would be charged at 200%*
- 4. Materials Testing Budget is included in this proposal if needed.**

	Construction Management cost as a Percentage of Estimated Construction Cost	5.48%
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August 25, 2017

Mr. Robert Eisenbeisz, PE
Public Works Director
City of Rialto
335 W. Rialto Avenue
Rialto, CA 92376

**Subject: Proposal for Construction Engineering Services – Joe Sampson Park,
City Project Number 150303, RFB No. 18-003**

Dear Mr. Eisenbeisz:

Willdan Engineering is pleased to submit this revised proposal to provide professional construction engineering services for the subject project. As requested, Willdan's proposal was revised to include additional inspection and construction management to cover the increase in working days from 100 to 180. The project includes clearing and grubbing, site preparation, removals, grading, drainage, installation of underground utilities, driveways, parking lot, monument planters, concrete walkways, rubber walking surfaces, tot and child play areas, rubber matting, pcc improvements, half-court basketball courts, installation of City procured prefabricated restroom, electrical services, sports and pedestrian lighting, irrigation, planting, site furnishing, fencing, and other appurtenant work. It is our understanding the project is to begin work around July 2015 and the City has estimated approximately **200** working days to complete the project.

It is our understanding the City is in need of the following:

- Task 1 - Provide Public Works Inspection
- Task 2 - Provide Construction Management
- Task 3 – Material Testing

Per your request, we have provided a detailed scope of work and our estimated fee.

SCOPE OF WORK

TASK #1 - Construction Inspection

1. Assist the City with public awareness and information program to keep residents and local stakeholders advised of project status along with the impacts to traffic flow circulation, including answering questions from the public about the project.
2. Prepare the construction file.
3. Ensure that the contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at the preconstruction conference.

5. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents, LAPM, and in a timely fashion.
8. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to take action on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
12. Prepare weekly statement of working days and submit to the contractor and the City.
13. Provide monthly progress report.
14. Establish and conduct weekly construction progress meetings to:
 - Resolve all old business issues to the maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations
 - Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
 - List status of construction items recently undertaken or ongoing
 - List planned construction items for the next two weeks, usually known as the two-week look ahead schedule
 - Review SWPPP issues
 - Review contractor's safety program
15. Prepare minutes for the weekly construction progress meeting.
16. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
17. Evaluate and respond to the contractor's requests for clarification of plans and specifications.
18. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
19. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
20. Perform quantity, time, and cost analyses required for negotiation of contract changes.



21. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review.
22. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
23. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
24. Monitor materials documentation and testing results and enforce corrections.
25. Review for approval the contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over the amount with the contractor; and process payments through the City's Project Manager.
26. Monitor preparation of a punch list at substantial completion and follow up.
27. Routinely review construction files to ensure conformance to City standards and good construction management practice.
28. Ensure City received as-built set of drawings at completion.
29. Assist City with stop notices and release of retention.
30. Provide memorandum of clearance to issue the notice of completion.
31. Finalize and deliver all construction files and supplies to the City for their records.

TASK #2 - Construction Management

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. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.



8. Provide Willdan's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review.
9. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate the contractor's operation and production with respect to quality and progress and report to the resident engineer.
16. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. 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.
17. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
19. Prepare and maintain detailed daily diary inspector reports on construction progress.
20. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
21. 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.
22. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
23. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.
24. Assist with the review and evaluation of change order work.



25. Provide complete measurements and calculations documented to administer progress payments.
26. 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.)
27. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
28. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
29. Prepare documentation for final payment to the contractor.
30. Upon project completion, provide the finished set of project workbooks to the City.

TASK #3 – Material Testing

1. Review plans and specifications as they apply to the proposed earthwork, grading, and material to be tested.
2. Maintain quality assurance certification for full staff and equipment assigned to the project.
3. Provide field inspection and testing of utility trench backfills (Sewer, Storm Drain, Water, and Electrical), light pedestals and trash enclosures, subgrade, aggregate base, and asphalt construction per project specifications.
4. Provide ACI Technician for concrete sampling.
5. Provide laboratory testing including maximum density for subgrade, aggregate base, concrete compression, and pavement material.
6. Prepare and submit test results daily.
7. Prepare a final report that provides a professional opinion of the test results. This report shall include daily reports summarizing the construction activities, conclusions, and results of all tests and inspection.
8. Provide materials testing management, quality control, quality assurance and engineering support, as needed.

FEE – See attached Exhibit “A”

Our proposed not-to-exceed fee for the Scope of Work identified above is **\$279,430.00**.




August 25, 2017

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Thank you for this opportunity to be of continuing service to the City of Rialto. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact Mr. Chris Baca at (562) 364-8198.

Respectfully submitted,

WILLDAN ENGINEERING



Chris Baca
Director of Construction Management

Approval and Authorization to Proceed By:

CITY OF RIALTO

Signature

Date

91005\06-150\P17-170_14555



CITY OF RIALTO
FEE PROPOSAL - EXHIBIT A
FOR
CONSTRUCTION MANAGEMENT
Joe Sampson Park
CITY PROJECT NO. 150303, RFB No. 18-003

TASK / CLASSIFICATION	CONSTRUCTION MANAGER	PUBLIC WORKS INSPECTOR	MATERIAL TESTING	Clerical	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	\$143	\$111	NTE	\$65			
TOTALS							
CONSTRUCTION MANAGEMENT AND INSPECTION (TASKS 1 & 2)	640	1600		24	\$270,680	\$250	\$270,930
MATERIAL TESTING (TASK 3)			\$8,500		\$0	\$8,500	\$8,500
TOTALS	640	1600	8500	24	\$270,680.00	\$8,750.00	\$279,430.00

This not-to-exceed fee is based on a **200** working day contract. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates.



SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
WALLACE & ASSOCIATES CONSULTING, INC.

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 12th day of October, 2017 by and between the City of Rialto, a municipal corporation ("City"), and Wallace & Associates Consulting, Inc. a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and

services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by 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 services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of 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 (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) 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 services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, 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 work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 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. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work

claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. 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 therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Twenty Four Thousand Eight dollars and no cents (\$324,008.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of all work as per the scope of work attached hereto; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the

performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

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, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer'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.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding a two (2) year term from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Carl Wallace, PE
(Name)

President
(Title)

John Reidinger
(Name)

Project/ Construction Manager
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may

their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept 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, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. 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 perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of

City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. 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 approval 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 the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount

not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned,

leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations

or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or 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 Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services.

Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 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 work and 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 work or 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 said 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.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be 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 use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City 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.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with

payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are 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.

7.6 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.

7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of Zero Dollars (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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 7.2, take over the work 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 services required hereunder exceeds the compensation herein stipulated (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.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 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.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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 is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment

without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 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) three (3) 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:

If to City: City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
Attn: City Administrator
Tel: (909) 820-2525
Fax: (909) 820-2527

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Fred Galante, City Attorney
Tel: (949) 223-1170
Fax: (949) 223-1180

If to Consultant: Wallace & Associates Consultants, Inc.
1635 East 6th Street, Suite A-4a
Corona, CA 92879
Tel: (951) 966-7774

With copy to: City of Rialto-Public Works
335 W. Rialto Avenue
Rialto, CA 92376
Tel: (909) 820-2602
Fax: (909) 421-7210

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to

interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder 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.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party 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 said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

CONSULTANT:

WALLACE & ASSOCIATES
CONSULTANTS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Two signatures are required if a corporation.

VENDOR

By Wallace & Associates Consultants, Inc. a California
corporation

Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____)

State of _____)

County of _____) ss

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.

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.

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.

WITNESS my hand and official seal.

Notary
Signature:

Notary
Signature

Notary Seal:

Notary Seal:

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. See attached Scope of Services.
 - B.
 - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. See attached Scope of Services.
 - B.
 - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. See attached Scope of Services.
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. See attached proposal.
 - B.
 - C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Standard Language)

Consultant has been hired to perform the services described in the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

RATE TIME SUB-BUDGET

A.	<u>See attached fee schedule.</u>	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

V. The total compensation for the Services shall not exceed \$324,008 as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. See attached schedule.**
 - B.**
 - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2017-2018 FISCAL BUDGET FOR THE JOE SAMPSON PARK DEVELOPMENT PROJECT FOR \$267,000.

WHEREAS, the budget for fiscal year 2017-2018 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense,

WHEREAS, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES
HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

Section 1: Approve an appropriation in the Park Development Impact Fund Account No. 210-500-4760-3001-150303-16 for \$137,000 and 210-500-4760-3001-150303-05 fir \$130,000 for a total appropriation of \$267,000 for the Joe Sampson Park Development Project.

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PASSED APPROVED AND ADOPTED this ____ day of _____, 2017.

Deborah Robertson, Mayor

ATTEST:

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA**)
2 **COUNTY OF SAN BERNARDINO**) ss
3 **CITY OF RIALTO**)

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing
5 Resolution No. ____ was duly passed and adopted at a regular meeting of the City Council of the City of
6 Rialto held on the ____ day of _____, 2017.

7 Upon motion of Council Member _____, seconded by Council Member _____,
8 the foregoing Resolution No. ____ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
15 Rialto this ____ day of _____, 2017.

16
17 _____
18 BARBARA McGEE, CITY CLERK
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