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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR “ON-CALL” CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS**  
**TESTING SERVICES**

**BETWEEN THE CITY OF RIALTO**

**AND**

**WILLDAN ENGINEERING**

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 11th day of June, 2019 by and between the City of Rialto, a municipal corporation (“City”), and Willdan Engineering. (“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.

City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Rialto beyond City's control; and no guarantee of the volume of Construction Management, Inspection and Materials Testing Services required of Consultant under the terms of this Agreement is made by the City. The annual level of Construction Management, Inspection and Materials Testing Services activities or related services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the unknown volume of Construction Management, Inspection and Materials Testing Services required hereunder, City and Consultant hereby acknowledge and agree that there shall be no specific "Maximum Contract Sum." In acknowledgement of the unknown volume of Construction Management, Inspection and Materials Testing Services required hereunder, City and Consultant hereby acknowledge and agree that the "Maximum Contract Sum" will be limited to the budget established by the City Council and the total collective sum of individual Purchase Orders issued to Consultant pursuant to and during the term of this Agreement. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

#### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (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.

The term of this Agreement shall commence on July 1, 2019. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect until July 1, 2022. At the sole discretion of the City, upon written notice to Consultant, the term of this Agreement may be extended for two additional one-year terms. Said notice shall be delivered prior to July 1, 2022, for the initial one-year extension (if granted); and prior to July 1, 2023, for the final one-year extension (if granted).

## 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:

<u>Name</u>	<u>Title</u>
William C. Pagett, PE	Senior Vice President

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 venturer 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 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.

#### 7.8 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.

#### 7.9 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.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

## 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: Willdan Engineering  
650 E. Hospitality Lane  
Suite 250  
San Bernardino, CA 92408  
Tel: (909) 386-0200  
Fax: (909) 888-5107

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:**

**WILLDAN ENGINEERING**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Two signatures are required if a corporation.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A. See Attached
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - 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.
  - 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.
  - B.
  - C.

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

**N/A**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

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

**RATE TIME SUB-BUDGET**

<b>A. See Attached</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

- II. 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.

## **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. N/A**
  - B.**
  - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

## Attachment A – Signature Authorization Form

### ATTACHMENT "A"

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

**REQUESTS FOR PROPOSALS (RFP) # 19-057  
CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES FOR  
VARIOUS CAPITAL IMPROVEMENT AND LAND DEVELOPMENT PROJECTS  
SIGNATURE AUTHORIZATION**

PROPOSER: Willdan Engineering

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

  
SIGNATURE

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

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

☐ An individual;  
☐ A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_  
☐ A company;  
☒ A corporation

2. My tax identification number is: 95-2295858

**ADDENDA ACKNOWLEDGMENT:**

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

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

Addendum(s) # 1 is/are hereby acknowledged.

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

RFP #19-057

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## Attachment B – Small Business Concerns Information

### Attachment "B" - Small Business Concerns Information

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

- (1) Name: Willdan Engineering
- (2) Address: 650 East Hospitality Lane, Suite 250, San Bernardino, CA 92408
- (3) Phone No.: (909) 386-0200 Fax No.: (909) 888-5107
- (4) E-Mail: cbaca@willdan.com
- (5) Type of Firm: (Check all that apply)  
☐ Individual ☐ Partnership ☒ Corporation  
☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE)  
☐ Small Disadvantaged Business (SDB) ☐ Veteran Owned Business  
☐ Disabled Veteran Owned Business ☐ Other
- (6) Business License: ☒ Yes ☐ No License Number: 1201057
- (7) Tax Identification Number: 95-2295858
- (8) Number of years as a firm practicing the requested services: 54
- (9) Three (3) projects of this type recently completed:
- Type of project: Ayala Drive Widening 08-SBD Rialto HSIPL 5205 (022) 090804  
Contract Amount: \$4,112,056 Date Completed: 2018  
Owner: City of Rialto Phone: Hector Gonzalez (909) 421-4986
- Type of project: Lambert Road and Kraemer Boulevard Street and Landscape Improvements  
Contract Amount: \$2,000,000 Date Completed: 2017  
Owner: City of Brea Phone: Raymond Contreras (714) 408-3800
- Type of project: CP 16-01 Citywide Pavement Rehabilitation  
Contract Amount: \$7,594,882 Date Completed: 2017  
Owner: City of Palm Springs Phone: Marcus Fuller (760) 902-7423
- (10) Person who reviewed the RFP for your firm:
- Name: Chris Baca, RCI, CESSWI Date of Review: December 20, 2018

RFP #19-057

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## Attachment C – Debarment and Suspension Certification

### ATTACHMENT "C"

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

**REQUESTS FOR PROPOSALS (RFP) # 19-057  
CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES FOR VARIOUS CAPITAL  
IMPROVEMENT AND LAND DEVELOPMENT PROJECTS**

### DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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


N/A

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

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

Consultant Name: Willdan Engineering

December 20, 2018  
(Date)

  
(Signature)

Christopher Baca, Director of Construction Management  
(Name & Title) and Inspection Services

RFP #19-057

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## Attachment D – Disclosure Form

### CITY OF RIALTO

#### DISCLOSURES REQUIRED BY PERSONS OR ENTITIES CONTRACTING WITH THE CITY OF RIALTO

Pursuant to Rialto Municipal Code section 2.48.145, all persons or business entities supplying any goods or services to the City of Rialto shall disclose whether such person or entity is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090.

By submitting this proposal, or supplying any goods or services to the City, the undersigned hereby attests under penalty of perjury, personally or on behalf of the entity submitting this proposal or supplying any goods or services to the City, as well the entity's officers, representatives and the undersigned, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed immediately below:

Vendor/Contractor/Consultant: Willdan Engineering

City of Rialto Official/  
Employee Name(s)

The nature of the relationship with the  
person listed is:

To the best of our knowledge - none

By: 

Name: Chris Baca, RCI, CESSWI

Title: Director of Construction Management and Inspection Services

RFP #19-057

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December 20, 2018

City of Rialto  
Engineering Division, Public Works  
335 West Rialto Avenue  
Rialto, CA 92376

Attention: Robert Eisenbeisz, Public Works Director/City Engineer

**Subject: Proposal for On-Call Construction Management, Inspection and Materials Testing Services, RFP No. 19-057**

Dear Mr. Eisenbeisz,

The City of Rialto (City) is seeking a consultant to provide on-call construction management, inspection and material testing services for various Capital Improvement and Land Development project within the City. Willdan Engineering (Willdan) is especially qualified to provide these services. Our firm has over 54 years of experience providing similar services to California cities – including the City of Rialto. Our extensive construction management experience makes us particularly strong as a partner on this important endeavor.

The following highlights the advantages Willdan brings to the City of Rialto for these services:

- **Unmatched City of Rialto Knowledge and Experience.** As an approved on-call consultant, Willdan has developed a strong working relationship with the City of Rialto through our involvement in numerous multi-disciplinary projects completed for the City since 2013, including the City's Bud Bender Park Improvements, Pepper Avenue Extension, Ayala Drive Widening, 2014/2015/2016 Overlay, and the award-winning Rails-to-Trails projects.

Our experience working on these projects alongside City staff has given our team the fundamental background knowledge of the City's standards and requirements, procedures, funding concerns, and community goals necessary to complete the desired services and deliver a successful project.

- **Responsiveness.** Willdan has an office location within 15-minutes to City Hall and can respond to requests for face-to-face meetings with a 24 hour notice. Each resident engineer/construction manager and inspector is equipped with a cell phone – providing accessibility while out in the field.
- **Unmatched Ability to Deliver Requested Services While Supporting City Goals.** The City has a firm commitment to the ideal of a quality community. This ideal underpins the City's goals and objectives and requires a very high standard of integrity at all levels. From fiscal responsibility to responding to community concerns, the expectation is for excellence. Willdan is the right firm to help the City achieve these commitments and expectations as they are directly in line with our internal goals of providing the highest level of service to our clients. Willdan is truly the City's one-stop resource for on-call projects. By combining depth of staffing, state-of-the-art technical resources, and local offices rooted in communities, Willdan has earned our reputation as an exceptional problem solver and client advocate whose business model centers around our clients' best interests.



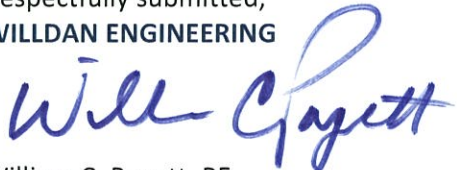
- **Strong Project Manager.** Mr. Mike Bustos, PE, ENV SP is responsible for managing capital improvement and land development construction management and inspection projects for various other agencies and municipalities throughout Southern California. Mr. Bustos has provided similar services for:
  - ✓ **City of Palm Springs** – On-call construction management and inspection services, including permit inspection of large subdivisions
  - ✓ **County of Riverside** – On-call construction management and inspection services, including permit inspection of large subdivisions
  - ✓ **City of Highland** – Permit inspection services for the past 20 years
  - ✓ **City of Long Beach** – On-call construction management and inspection services, including permit inspections
  - ✓ **City of Westlake Village** – On-call construction management and inspection services, including permit inspections
  - ✓ **City of Fillmore** – On-call construction management and inspection services, including permit inspections
- **Unmatched Expertise.** Willdan has been providing construction management and inspection services to public agencies for over 54 years. Serving public agencies is the cornerstone of Willdan's business. The project team has past experience working together on hundreds of public works and permitted (land development) projects throughout the region.
- **Staffing Resources.** Our staffing resource bench of licensed and technical experts includes specialists in construction management, construction observation, water resources, highway and roadway engineering, drainage and flood control, bridge engineering, traffic and transportation engineering, geotechnical engineering and material testing/inspection, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, structural engineering, computer-aided analysis and design, and other technical fields. The breadth and diversity of the firm's expertise means that our construction management experts can draw upon the considerable experience of the firm - maximizing efficiency, productivity, and quality in meeting project schedules and budgets. A pool of additional resident engineers, construction managers, construction inspectors, and geotechnical inspectors and testers located in our Industry, Anaheim, and Ventura offices can provide back up support, if necessary. Other services such as federal invoicing and labor compliance are also available through our Industry office.

As requested, Willdan guarantees that contents of this proposal are valid for a period of 120 calendar days from the due date of this submittal.

Willdan is in receipt of Addendum Number 1 dated December 18, 2018.

We are confident that our services, coupled with our City of Rialto project experience, provide the best advantage for the City. We hope we have conveyed our sincere and passionate interest in continuing our working relationship with the City. If there are any questions, please contact Mr. Bustos by phone at (805) 804-5389 or by email at mbustos@willdan.com.

Respectfully submitted,  
WILLDAN ENGINEERING

  
William C. Pagett, PE  
Senior Vice President



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## Section A – Project Understanding

*This section addresses Paragraphs A.1 through A.3 of the City's Request for Proposal presenting Willdan's understanding of the project's intent and the City's expectations for the project; key or critical issues that may be encountered with recommended actions to resolve or mitigate the identified issues; and a detailed outline of the scope of work.*

### Project Understanding City's Expectations

#### Project Approach

Our goal is to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

#### Project Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the quality of the work is in compliance with applicable federal funding requirements, LAPM, City standards, and the contract documents. Willdan's resident engineer/construction manager and public works inspector(s) will coordinate and work proactively to assist the contractor's construction efforts and maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications. Initial project administration protocols include:

- Construction document review for constructability
- Engineer's cost estimate review for accuracy and completeness
- State and federal funding assistance, if required by City
- Project construction CPM schedule development
- Contractor selection assistance, if desired by City
- Preconstruction meeting with contractor, City representatives, designer, and others deemed necessary by City or Willdan

Once construction has begun, Willdan will:

- Review and monitor work as constructed along with supporting documentation that establishes technical adequacy of construction, timely schedule of implementation, and project budget
- Track progress and quality of construction
- Log and process submittals, RFIs, RFCs, and CCOs
- Initiate employee interviews
- Track labor and equipment pursuant to LAPM requirements
- Review and assist with resolution of all technical data and issues

- Provide daily, weekly, and monthly reports to City on construction progress and technical and economic parameters

Willdan's team is unique in that it has a natural quality assurance/control system. Through its structure as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, it incorporates minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduce costs.

The assigned resident engineer/construction manager is the base for any decisions and assignments of specific duties on a daily basis, while monitoring the success and completion of project construction. The resident engineer has specific administrative duties that include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system and LAPM. The inspectors will have specific assignments and move the products of their reporting to the resident engineer/construction manager. This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with this multi-level control.

### **Constructability Review**

Our construction management team will perform a constructability review of the plans and specifications, including analysis of quantities and costs, check of construction phasing, full analysis of the contractor's schedule, and applicable requirements for federal funding and reimbursement submittals. They will also review the SWPPP to confirm that the contractor's plan meets QSP/QSD requirements and that all storm water permits are in place.

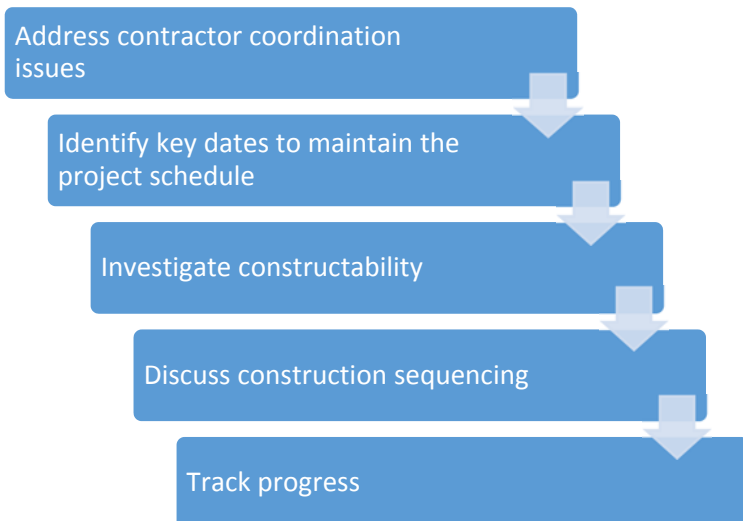
Additionally, our construction manager will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. We are a team; and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

### **Project-Specific Quality Assurance/Control Plan**

Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Willdan's Project Manager, Mr. Mike Bustos, PE, ENV SP, will prepare project-specific quality assurance plans and oversee their implementation and use throughout the term of each project. The basic goal of the plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

This project-specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing

correspondence, meeting minutes, and other project-specific documentation. The sample checklists and



forms provided at the end of this proposal are all utilized in conjunction with the quality assurance/control procedures.

Willdan has adopted the Caltrans Construction Manual and, if applicable, will incorporate Caltrans' prescribed standards and procedures by superimposing Caltrans' Construction Manual/City of Rialto's quality assurance program testing frequency tables and applying the data to construction materials used for the project. A matrix will be generated from the correlation of these documents that summarizes in detail the testing and frequency required for materials entering the project. All Willdan team members will be fully cognizant of the materials testing matrix – leaving no room for error. As a secondary benefit, decisions regarding testing will have been formulated before construction begins.

Our team understands the importance of the quality assurance process and is committed to strict adherence to the project-specific plan throughout construction.

### **Project-Specific Construction Management Work Plan**

One of the keys to avoiding construction issues is to begin with a well-defined work plan. Willdan will provide a construction management work plan for each of the City's projects to provide for any scope required – from simple inspection to complete program and construction management, including oversight and management of the design team, administration of the contractor's contract, project scheduling, project budget, project controls, building inspections, public works inspection, and materials testing compliance. Upon receiving an assignment, our construction manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule. The work plan will provide definitive directions to the project team as agreed to by the City. At a minimum, the plan will address project team meetings, effective communication mediums, and scheduled quality control processes.

The work plan incorporates our standard procedures for document control and recordkeeping. Our staff is well aware of construction field issues – such as traffic control, testing procedures, public safety, and contractor relations – that may affect a project. Our staff knows the importance of accurate documentation to ensure the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure documents are written and filed appropriately for effective claims avoidance and/or mitigation and resolution. In line with this, Willdan adopted Caltrans' Construction Manual and Bridge Construction Records and Procedures Manual, Volumes 1 and 2, as our standard procedures over 25 years ago.

### **Key/Critical Issues**

*A.1. Identify key or critical issues that may be encountered on the Project based on the firm's prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.*

Willdan has provided construction inspection and management in the City for the past six years and we have encountered the following issues during our six-year tenure with the City:

- **Utility Pot-Holing on CIP:** The City may want to consider additional language to the specifications requiring the contractor to pothole the existing utilities within the project limits 10 days after the notice-of-award and prior to the preconstruction meeting. The detailed pothole information should be conveyed to the design team within 15 days of receiving the notice; thereby providing the design team the opportunity to redesign around any conflicting utilities or points of connection.
- **ADA Compliance Issues:** The City has experienced ADA compliance issues with several recent park and ADA enhancement projects. We have included a certified CAsp inspector as part of our team – Mr. Dana Reed. Mr. Reed is an expert in ADA compliance and will assist with the constructability review of the plans. He will perform periodic reviews of the work during construction to ensure the

improvements are constructed pursuant to the latest ADA standards. Specifically, Mr. Reed will provide additional oversight during the placement of the forms for all ADA-compliant ramps and sidewalk to ensure the ADA travel path meets minimum federal guidelines.

- **Building & Safety Coordination:** The City has experienced issues with inspections and permitting of improvements that require an inspection by the City's Building and Safety Department. We recommend that the City reach out to the Building and Safety Department and request a detailed list of required permits. The City's boilerplate specifications include language about the need to pull permits; but, it would be helpful to provide a list of improvements requiring building and safety inspection. In addition, the specifications should be very clear as to what information the contractor needs to submit to obtain the required building permits and should state that all permits must be acquired prior to the notice to proceed to avoid any delays during construction.
- **Coordination on Large PPD Projects:** Willdan's inspectors will encourage the use of weekly meetings during the construction of large PPD/development projects. Our inspectors will meet weekly with the developer's project management staff regarding the pace of the work to ensure adequate staffing of the project. The City will be provided with a weekly report and proposed schedule for the staffing of the project.
- **Public Outreach:** Willdan will reach out to businesses, school, and residents and will provide them with a hotline number to call with any questions they may have about the project. The outreach goal will be to limit the amount of impact to residents and businesses during the construction of the various projects.
- **Utility Coordination.** For larger CIP's, or projects requiring new SCE services, Willdan recommends the use of our in-house utility coordinator, Mr. Edward Cox, to be the single point of contact between Southern California Edison and our construction management team. Many of the City's projects involve relocating existing power poles, installation of new services, and other appurtenant work. In order to avoid costly change orders and project delays, it is very important that SCE's service plans are provided to the contractor prior to bidding. Willdan will coordinate with SCE and other affected utilities to verify that all coordination, plans, permits, and special circumstances have been addressed. Willdan will work with the utilities for all critical submittals, their on-site presence during construction, and installations that may affect successful project completion for the City.
- **Long Lead Item.** The projects include a new traffic signal and street lighting poles and appurtenances. Immediately upon award of the project to the contractor, Willdan will request submittals for all long-lead items and will work with the City's designer to provide an expedited review of the contractor's lighting and traffic signal submittals. It is Willdan's goal to have the submittal returned to the contractor within five days to allow for ordering materials prior to the preconstruction meeting. As of the date of this proposal, the procurement time for traffic signal gear is approximately 16 to 18 weeks.
- **Verify Quantities/Bid Schedule:** We have encountered issues with the City's bid schedule and we would recommend having the Willdan inspector review the bid schedule and perform a thorough review of the quantities and Willdan will provide the most up-to-date financial information for each bid item prior to the start of construction.

## Scope of Work

*A.3 Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully carry out the requested work, any value-added services, and constructability review as well as overall project management. The outline of tasks and sub-tasks must be thorough and complete.*

Willdan's typical work plan for federally-funded, City funded, and permitted projects is detailed below.

### Resident Engineering

1. Conduct thorough review of soils report, construction plans, and specifications. Review schedule section of proposed project specifications for conformance with Caltrans standards.
2. Prepare list incorporating items of concern such as difficulties completing any construction element, conflicts between elements or environment, elements of construction that could be substituted with more efficient materials and methods, or elements of construction that are not appropriately compensated by bid schedule and include potential recommended corrections
3. Review project quantities and bid items and provide review engineer's estimate of work.
4. Verify method for determining weather-related construction delays is included in contract.
5. Verify that specifications include appropriate language requiring on-the-job training, if applicable.
6. Verify that specifications require contractor to submit monthly schedule updates with progress payment requests and weekly submission of two-week look-ahead schedule.
7. Revise City's boilerplate specifications to include requirement for contractor to submit conditional releases with each progress payment request and unconditional releases with final payment request.
8. Verify through design support consultation that each identified concern is interpreted properly.
9. Once recommended corrections are developed, verify time constraints do not impact implementation.
10. Prepare report of findings and outline recommendations to reconcile issues discovered and generally to expedite project.
11. Provide thorough review of construction schedule.
12. Attend prebid site meeting.
13. Coordinate design revisions, RFIs, and other appurtenant work with City's design consultant.
14. Attend bid opening.
15. Review three lowest bids and DBE good faith efforts.
16. Verify low bidder's qualifications, prepare e bid summary, prepare recommendation of contract award, and prepare notice of award.

### Construction Management

1. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering questions from public about project.
2. Prepare construction file. A copy of Willdan's LAPM file checklist can be provided upon request.
3. Ensure contractor distributes public construction notices and places construction and information signs.

4. Prepare special concerns to be presented at 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 project such that project is constructed pursuant to contract documents, LAPM, and in 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. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate contractor's field work with utility companies and other agencies.
14. Prepare weekly statement of working days and submit to contractor and City.
15. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
16. Establish and conduct weekly construction progress meetings to:
  - Resolve all old business issues to 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 next two weeks, usually known as two-week look ahead schedule
  - Review SWPPP issues
  - Review contractor's safety program
17. A sample of Willdan's weekly meeting minutes can be provided upon request.
18. Prepare minutes for weekly construction progress meeting.
19. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
20. Evaluate and respond to contractor's requests for clarification of plans and specifications.
21. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
22. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.



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

#### **Construction Inspection**

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct field investigation to become familiar with existing facilities and project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that contractor conforms to design survey line and grades.
5. Attend weekly progress meetings with resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of 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 activities, it is contractor's sole responsibility to provide workers with 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 Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
10. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with contractor.

12. Review actual contractor performance throughout day and discuss discrepancies with 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 contractor's operation and production with respect to quality and progress and report to resident engineer.
16. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain 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 contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct 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 solid paper trail.
21. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
22. Review construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of work.
23. Analyze delays and review claims on timely basis; make recommendations to construction manager.
24. Assist with review and evaluation of change order work.
25. Provide complete measurements and calculations documented to administer progress payments.
26. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
27. Prepare punch list at substantial completion and follow up with contractor on correction progress.
28. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
29. Prepare documentation for final payment to contractor.
30. Upon project completion, provide finished set of project workbooks to City.

#### **Utility Coordination**

1. Send utility notice of preconstruction meeting to affected utility companies and agencies.
2. Review scope of work for possible conflicts with utility companies.

#### **Labor Compliance**

1. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.

2. Verify and document job-site posting of wage rate information and labor compliance posters.
3. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
4. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
5. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
6. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
7. Maintain content and format of federal labor compliance file in conformance with applicable San Bernardino County COG and Caltrans requirements.
8. Coordinate project file reviews by appropriate San Bernardino County COG and Caltrans staff.
9. Submit complete federal labor compliance file to City for retention. (Note: federal labor compliance files are to be retained for a period of not less than three (3) years.)

#### **Funding Submittals (optional)**

10. Send copy of notice of preconstruction meeting to Caltrans.
11. Prepare Local Agency Contract Award Checklist (LAPM Exhibit 15-L).
12. Prepare Detail Estimate and Summary (LAPM Exhibit 15-M), and Finance Letter (LAPM Exhibit 15-N) based upon low bid.
13. Obtain from contractor Local Agency Bidder – DBE Information (construction contracts) - (LAPM Exhibit 15-G2) based upon low bid.
14. Prepare Resident Engineer’s Construction Contract Administration Checklist (LAPM Exhibit 15-B) to help local agency with administration of federal-aid project.
15. Submit to Caltrans DLAE Item Nos. 2 through 5 along with following items provided by City: engineer’s final opinion of probable construction cost, contractor’s bid, bid analysis, executed contract, and as-advertised plans and specifications.
16. Prepare Progress Invoice (LAPM Exhibit 5-A) at least every six months based on contractor’s contract progress reports and submit to Caltrans DLAE.
17. Prepare Federal Report of Expenditures Letter and Report of Expenditures Checklist (LAPM Exhibit 17-A) based upon Statement of Working Days.
18. Prepare Local Agency Final Inspection Form (LAPM Exhibit 17-C) to initiate Caltrans’ jobsite review and verification of completion of project.
19. Prepare materials certificate (LAPM Exhibit 17-G) for resident engineer’s signature to show that results of tests on acceptance samples indicate materials incorporated in construction work and construction operations controlled by sampling and testing conformed with approved plans and specifications.

20. Prepare Final Invoice (LAPM Exhibit 5-A), Final Detail Estimate and Summary (LAPM Exhibit 15-M), and Change Order Summary (LAPM Exhibit 17-E) based on contractor's final contract progress report.
21. Submit to Caltrans DLAE Item Nos. 2 through 5 and attach following items: Final Report - Utilization of DBE, First Tier Subcontractors (LAPM Exhibit 17-F) and DBE Certification Status Change (LAPM Exhibit 17-O) to initiate timely project closure and payment.
22. Following receipt of final payment check from State Controller's Office, include documents and submittals in federal funding file and make PDF-formatted file on CD for City.

#### **Geotechnical and Materials Testing**

1. Review existing geotechnical reports and project plans and specifications.
2. Observe and test during clearing and grubbing, grading, shoring installation, foundation excavation, site utility trench backfilling, and subgrade preparation.
3. Perform laboratory testing.
4. Provide continuous soils engineering support during construction.
5. Attend meetings, as needed, with project team.
6. Provide certified reinforced concrete inspector during reinforcing steel placement and all structural concrete placement.
7. Verify compliance with approved project plans, specifications, and applicable code requirements.
8. Sample and test concrete for compressive strength.
9. Provide certified reinforced concrete inspector during placement of any epoxy/anchors and screw anchor placement.
10. Inspect placement of any epoxy/anchors and screw anchor placement for compliance with plans and specifications.
11. Monitor placement of any epoxy/anchors and screw anchor placement.
12. Provide qualified technician as required for concrete placement and as inspector backup for large or elevated pours and torque testing.
13. Sample and test concrete/for slump, temperature, compressive strength, and sampling rebar for testing, if required.
14. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
15. Submit reports/updates of ongoing tests; i.e., seven-day and off-schedule breaks.
16. Submit final report of completed laboratory tests; i.e., 28-day results for concrete.
17. Submit – for City review – daily field-testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

## Section B – Staff Qualifications

*This section addresses Paragraph B.1 through B.5 of the City's Request for Proposal presenting Willdan's proposed Project Manager's expertise including ongoing and completed construction management and inspection projects; years of experience; employment history; and time allocation. An organization chart illustrating our proposed key personnel, along with their resumes, have been provided at the end of this Section B.*

A successful partnership to execute on-call construction inspections requires expertise in on-call inspection services and effective coordination with City staff, contractors, communities, and other project stakeholders to ensure the project reflects stakeholder expectations. Willdan will ensure that key personnel are available to the extent proposed for the duration of the required services. Willdan understands that key personnel assigned on City projects shall not be reassigned without the City's prior written approval.

The key to a successful project is the caliber and depth of experience of the individuals assigned to the team. Willdan offers the City of Rialto a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake inspection for the City's large and small improvement projects.

Our Project Manager, Mr. Mike Bustos, will be the primary contact for the City. Once the needs are known, staff allotments and estimates will be prepared for review and discussion with City staff.

### Project Management Team

**Mr. David Hunt, PE**, currently serves as Willdan's City of Rialto Client Manager. Mr. Hunt will provide general oversight over Willdan's management staff responsible to provide the services to be performed under this contract and is ultimately responsible for their quality and timely delivery. In his 40 plus years of experience as an engineer, Mr. Hunt has developed an expertise in public infrastructure design, award, and construction activities. His expertise includes flood control design (including scour analysis, project reports, flood insurance studies, and flood plain risk assessment/location); water and wastewater master planning and design; assessment engineering; and street improvement projects. He has worked on projects throughout Southern California and has served as project manager for numerous major U.S. Army Corps of Engineers flood control projects.

**Mr. Michael Bustos, PE, ENV SP**, will be the primary contact with the City and will serve as **Project Manager/Construction Manager**. Mr. Bustos is responsible for design and construction management of projects such as roadway reconstructions, drainage improvements, pipelines, pavement rehabilitation, street improvements, and grading. Mr. Bustos has served as resident engineer for over two dozen federally- and state-funded projects over the last eight years. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking during his 17 years with Willdan.

**Mr. Jason Brown, RCI**, will serve as **Assistant to the Project Manager/Construction Manager**. He is assigned to Willdan's San Bernardino office and currently provides supervision and inspection for the City's capital improvement program and land development projects. Mr. Brown has been providing inspection and management of many of the City's large CIP and land development projects over the past three years. He will be responsible for monitoring the activities of our assigned inspectors to ensure compliance with City procedures. Mr. Brown has over 26 years of experience as a construction manager/construction supervisor. Mr. Jason Brown serves as both a Construction Manager and Supervising Public Works Observer for Willdan; his duties include the inspection and management of large-scale public works improvement projects.

## Project Management Team's Relevant Completed Project Experience

*B.2 Identify the total number of projects the Project Manager (assigned as a "Project Manager") has successfully completed which involved construction management, inspection and materials testing services for various Capital Improvement and Land Development projects. Provide date completed, a description of the project, location, lead agency (include contact information), etc.*

Mr. Bustos and Mr. Brown have successfully completed over 200 projects involving construction management, inspection, and materials testing. Listed below are just a sample of representative projects Willdan's proposed management team has completed:

### Rectangular Rapid Flashing Beacon and In-Roadway Warning Light Construction Management

City of Rolling Hills Estates  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA, 90274

**Contact:** Greg Grammer  
Assistant City Manager  
(310) 377-1577 EXT: 107  
GregG@ci.rolling-hills-estates.com

**Project Location:** Rolling Hills Estates, CA

**Project Completion Date:** July 2018

Willdan performed construction management services for the installation of rectangular rapid flashing beacon and in roadway warning lights at equestrian crossings near intersections on Rolling Hills Road and Palos Verdes Drive North. Total construction cost was approximately \$150,000.



### Elizabeth Reservoir & Booster Pump Station and Well No. 29

City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**Contact:** Ana Ananda  
Utilities Engineer  
(323) 563-5769

**Project Location:** South Gate, CA

**Project Completion Date:** September 2017

Willdan provided construction management, inspection, material testing, deputy inspection, and labor compliance services for the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 site and the new Well No. 29 at the Santa Fe Tank Site. The \$10 million project included a new 1.8-million-gallon reservoir, booster pump station, seismic retrofit of an existing elevated tank, drilling and equipping of a new well, 10,000 LF of water distribution main and appurtenances, street resurfacing, and pertinent site improvements.





## Walmart Supercenter Offsite Improvements

City of Ridgecrest  
100 West California Avenue  
Ridgecrest, CA 93555

**Contact:** Loren Culp  
City Engineer/Assistant Public Works  
Director  
(760) 499-5082

**Project Location:** Ridgecrest, CA

**Project Completion Date:** December 2016

Willdan provided construction management and inspection services for the offsite public improvements associated with the Walmart Supercenter development located at the southeast corner of China Lake Boulevard and Bowman Road in the City of Ridgecrest. The offsite improvements conditioned to be constructed and dedicated to the City included two new traffic signals, ½-mile of storm drain open channel with arch culvert crossing under China Lake Blvd, sewer improvements, raised medians with stamped concrete, landscaping, and irrigation, curb and gutter, sidewalk, ADA curb ramps, driveway approaches, street lighting, pavement resurfacing, bike path realignment, and signing and striping.



## Firestone Boulevard at Paramount Boulevard Intersection Improvements Project

City of Downey  
11111 Brookshire Ave  
Downey, CA 90241

**Contact:** Mr. Desi Gutierrez  
Principal Civil Engineer  
(562) 904-7110

**Project Location:** Downey, CA

**Project Completion Date:** June 2016

Willdan provided construction management and inspection services for this \$1.6 million construction project. The project included street widening at the intersection of Firestone Blvd and Paramount Blvd, the 2nd highest volume intersection within the City of Downey. The general nature of the work included raised medians, new curb, gutter, and sidewalk, driveway approaches, traffic signal replacement, CMU walls, landscaping and irrigation, ARHM paving, utility adjustments, and striping.



### **Bastanchury Road Widening Project**

*City of Yorba Linda  
4845 Casa Loma Ave  
Yorba Linda, CA 92886*

**Contact:** *Mr. Rick Yee  
Assistant City Engineer  
(714) 961-7171*

**Project Location:** *Yorba Linda, CA*  
**Project Completion Date:** *June 2016*

Willdan provided construction management inspection, material testing, and other related services for the City of Yorba Linda's Bastanchury Road Widening Project. The project involved construction of new street widening, retaining walls, drainage improvements, Filterra units, sidewalk, curb/gutter, asphalt overlay, street lighting, landscaping and irrigation, street reconstruction, and other appurtenant work on Bastanchury Road between Eureka Avenue to Lakeview Avenue.



### **La Brea Avenue Pavement Reconstruction & Intersection Realignment**

*City of Inglewood  
1 W Manchester Blvd  
Inglewood, CA 90301*

**Contact:** *Albert Mendoza,  
Senior Transportation Engineer  
(310) 412-4261  
amendoza@cityofinglewood.org*

**Project Location:** *Inglewood, CA*  
**Project Completion Date:** *March 2015*

Willdan provided contract administration, construction observation, public outreach, utility coordination, material testing, and federal labor compliance services for full pavement removal, 18,000 tons of AC overlay, 18,450 cubic yards of asphalt removal and replacement, PCC improvements, ADA-compliant ramps, irrigation and landscaping, traffic signal modifications, new traffic signal, and other appurtenant work.





### CP15-01 Citywide Pavement Rehabilitation

*City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262*

**Contact:** *Marcus Fuller  
Assistant City Manager/City Engineer  
(760) 322-8380*

**Project Location:** *Palm Springs, CA*  
**Project Completion Date:** *January 2017*

Willdan provided construction management, inspection, and material testing services for this \$8.2 million citywide pavement rehabilitation project. The project included over 100 street segments and over 75 lane miles spread throughout the city. Pavement rehabilitation methods included a combination of cement stabilized pulverized base (CSPB) with cap paving, pulverized and recompacted roadway material with cap paving, and mill and fill areas. The project also included reconstruction of over 100 ADA curb ramps and truncated dome installations, signing and striping, and greenback bike lanes.



### Base Line Safety Improvements

*City of Highland  
27215 Base Line  
Highland, CA 92346*

**Contact:** *Carlos Zamano  
Assistant Public Works Director  
(909) 864-8732, Ext 254*

**Project Location:** *Highland, CA*  
**Project Completion Date:** *June 2017*

Willdan provided design, bidding assistance, construction management, public works observation, labor compliance, Caltrans invoicing, and material testing services for the City of Highland's federally funded Base Line Safety Improvements Project between Boulder Avenue and the 210 Freeway. The project involved the widening of Base Line at Seine Avenue to construct a new right turn pocket, sidewalk and driveway reconstruction, installation of raised landscaped medians, irrigation and landscaping, traffic signal modifications, new PCC bus pads, pavement rehabilitation, pavement delineation, and other appurtenant work. Total construction cost was approximately \$1 million.



## As-Needed Land Development Inspection FY 2016 - 2017

City of Ventura  
501 Poli Street  
Ventura, CA 93001

**Contact:** Mary Joyce Ivers  
Interim Publix Works Director  
(805) 654-7702

**Project Location:** Ventura, CA

**Project Completion Date:** December 2018

Willdan provided on-call construction inspection services for land development projects throughout the city, including monitoring of materials and methods toward compliance with plans, specifications, and contract documents; addressing and documenting non-conforming items as they were discovered, scheduling final inspections with the City and applicable agencies; preparing, distributing, and inspecting corrections to the final punch list for completion; and recommending final acceptance.



## Chowchilla Mountain Road Rehab

County of Mariposa  
5100 Bullion Street  
Mariposa, CA 95338

**Contact:** Gary Brown  
County Engineer  
(209)742-1130

**Project Location:** Mariposa County, CA

**Project Completion Date:** September 2018

Willdan provided material testing to the County of Mariposa for the Chowchilla Mountain Road Rehab project. The project generally consisted of the fog seal of 0.19 miles of Chowchilla Mountain Road from P.M. 10.86 to P.M. 11.05, and the rehabilitation of 0.81 miles of Chowchilla Mountain Road from P.M. 11.05 to P.M. 11.86. The roadway improvements included pulverization of 3,800 feet of existing roadway section and reshaping/finish grading to a 22-foot overall width. The constructed roadway structural section consisted of 2.4 inches of Class II base and 2.75 inches of asphalt concrete. The project also included isolated 3" grind/pave sections and 2.75" asphalt concrete overlay on Harris Cut-off Road from P.M. 10.00 to P.M. 11.25. Following paving activities, work included shoulder backing and pavement delineation.

## Project Manager's Relevant Ongoing Project Experience

*B.3 Identify the total number of projects the Project Manager is currently engaged in which involve construction management, inspection and materials testing services for various Capital Improvement and Land Development projects.*

Mr. Bustos is currently managing several projects involving construction management, inspection, and materials testing. These projects are described on the following page.

## Tract 5520 Onsite and Offsite Improvements

City of Fillmore  
250 Central Avenue  
Fillmore, CA 93015

**Contact:** David Rowlands  
City Manager  
(805) 524-1500 ext 209

**Project Location:** Fillmore, CA  
**Project Completion Date:** Ongoing

Willdan is currently providing construction management and inspection services for the onsite and offsite improvements associated with the development of Tract 5520 with the Heritage Valley Parks community located in the City of Fillmore. The offsite improvements conditioned to be constructed and dedicated to the City include approximately 5,000 LF of double RCB, single RCB, and open channel storm drain improvements, including 1,500 LF constructed with precast boxes. The onsite improvements include water, recycled water, sewer, storm drain, curb, gutter, sidewalk, ADA curb ramps, driveway approaches, street lighting, new roadway pavement, and signing and striping.



## Westlake Village Community Park

City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361

**Contact:** Audrey Brown  
Assistant City Manager  
(818) 706-1613

**Project Location:** Westlake Village, CA  
**Project Completion Date:** Ongoing

Willdan provided  
project management,  
construction

management, and inspection services for this multi-phased \$26.2 million world-class park featuring eight acres of lighted, synthetic turf athletic fields for soccer, football, baseball, and softball year-round—plus a walking/jogging trail, a skate park, picnic areas, volleyball and basketball courts, fitness equipment, restroom/concession facilities and children's play areas. With spectacular views of the Conejo Valley, the site was comprised of steep hillsides and valleys. Heavy earthwork moved 2 million cubic yards of soil in a balanced grading operation to transform a vacant hillside into 19 acres of leveled ground for the playing fields and facilities—with the pad at an elevation of 100 feet above the adjacent roadway to minimize grading and provide for safe access. The City collaborated with Triunfo YMCA to develop a project that gives the community additional active parkland and unique recreational facilities for all ages. The park and 55,000 square foot YMCA facility provides both indoor and outdoor health and well-being activities for children, adults and families—providing visitors with access to a pool and other amenities. The project also serves the region as a park-and-ride facility.





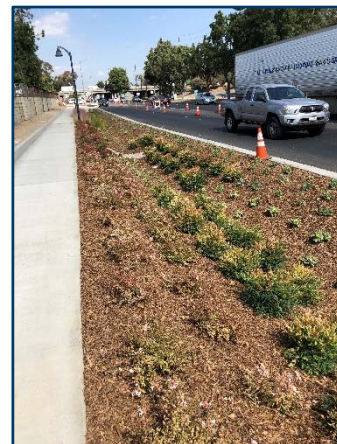
### Lakewood Blvd Improvements Construction Management and Material Testing

City of Downey  
11111 Brookshire Ave  
Downey, CA 90241

**Contact:** Ms. Lorena Powell  
Associate Civil Engineer  
(562) 904-7110

**Project Location:** Downey, CA  
**Project Completion Date:** Ongoing

Willdan's is currently providing construction management, resident engineering, and material testing services for this street improvement project along Lakewood Boulevard (from Gallatin Road to 450-foot south of Telegraph Road) and Lindell (from I-5 NB Off Ramp to Telegraph Road). The work includes unclassified excavation, subgrade preparation, import, grading, and compacting of aggregate base material, cold milling of existing pavement, construction of conventional and rubberized hot mix asphalt pavement, construction of curbs, gutters, sidewalks, curb ramps, driveways, cross gutters, and bollards, utility adjustments, installation of traffic signage, striping, and pavement markings, drainage improvements, water quality improvements (bioswale and underground infiltration basin), potable and recycled water improvements, traffic signal and street lighting improvements, landscaping and irrigation improvements, new bus shelters, and newsstand relocations.



### Imperial Highway Improvements

City of Inglewood  
1 W Manchester Blvd  
Inglewood, CA 90301

**Contact:** Albert Mendoza,  
Senior Transportation Engineer  
(310) 412-4261  
amendoza@cityofinglewood.org

**Project Location:** Inglewood, CA  
**Project Completion Date:** Ongoing

The project consists of cold milling existing AC pavement, tire rubber modified asphalt concrete overlay, remove and replace driveway approach, sidewalks, curb and gutter, alley intersection ADA compliant curb ramps, AC pavement, PCC pavement, (PCC bus pads, signing and striping, traffic signal modifications, and all other appurtenant work on Imperial Highway between Prairie Avenue and Van Ness Avenue.



## 2018 Water Infrastructure Reliability Project Construction Management and Inspection

City of Santa Monica

1685 Main St

Santa Monica, CA 90401

**Contact:** Carlos Rosales

Project Manager

(310) 458-8411

Carlos.Rosales@SMGOV.NET



**Project Location:** Santa Monica, CA

**Project Completion Date:** Ongoing

The project includes the installation of over 4,800 LF of 8" and 12" water main, gate valves, fire hydrants, and other appurtenant work at the following locations: 17th Street - Pearl Street to Ocean Park Blvd Ocean Park Blvd - 14th Street to 18th Street Ocean Avenue - Pico to Bay Street Ashland Avenue - 3rd Street to 4th Street Grant Avenue - 6th Street to Lincoln Blvd. This project is funded by the U.S. EPA Grant.

### Project Manager's Years of Experience

*B.4 Identify how many years the Project Manager has been currently employed with the Consultant's firm. Identify how many years the Project Manager has been previously employed with other firms, and identify the number and name of the other firms.*

Mr. Bustos has a total of 17 years of experience in construction management and design engineering. He has been with Willdan for those 17 years.

### Availability

*B.5 Identify how the Project Manager can or will have sufficient time to devote to the Project, given current and future time commitments, if the Consultant is selected.*

Mr. Bustos is presently managing three primary projects in Downey, Westlake Village, and Santa Monica. His commitments to these projects is expected to end approximately the first week of April 2019. Mr. Bustos' expends 16 hours per week as Willdan's Deputy Director of Construction Management. These assignments represent approximately 75% percent of his time and will allow Mr. Bustos to commit for the duration of this On-Call contract.

### Project Team and Organization

#### Approach, Capability, and Flexibility to Adjust Staffing

Willdan's methodology for conducting on-call project assignments focuses heavily on service and communication. With our strong public agency orientation, many of our client relationships are long-term and ones in which we develop intimate familiarity with City staff – since we very often serve as an extension of City staff. As such, it is extremely important that our presence on each assignment is seamless.

To accomplish this, Willdan utilizes a project team approach, whereby each assignment is led by a senior staff member who has strong project management skills and has been specifically selected for the assignment based upon the anticipated needs of the project, the geographical area, and the anticipated work environment. In doing this, Willdan is confident that the selected project manager and team will fit the assignment, will have strong communication among team members, and will be consistent in work effort and product. This approach promotes good team play and ensures that work products are completed on time and within budget.

When needed, Willdan draws upon the resources of our other operating divisions to assist in all areas of municipal projects. These include financial, energy, infrastructure, and homeland security. Each of these operating divisions, in addition to the engineering operating division, utilizes the latest technologies for data collection, plan preparation and design, construction management and observation. These technologies include, but are not limited to, high-performance AutoCAD and MicroStation hardware and software, handheld GIS data collection tablets and devices with wireless capabilities for real time data transfer, handheld state-of-the-art radar survey guns, and handheld laser measuring devices.

### Certifications

Willdan's construction team members possess American Construction Inspector Association training and expertise, along with licenses and certifications from the State of California, Envirocert, and California State Resources Control Board for the following disciplines:

#### State of California

- Civil Engineering
- Contractor

#### California State Resources Control Board

- Qualified Stormwater Practitioner

#### American Construction Inspector Association

- Construction Management
- Construction Inspection

#### Envirocert

- Certified Erosion, Sediment, and Storm Water Inspection (CESSWI)

Although overall firm credentials and experience are important, the key to success on any assignment is the caliber and depth of experience, as well as the overall professionalism, of the specific individuals assigned to the project team. A successful partnership for this type of project requires not only expertise to provide construction management and inspection services but to also effectively coordinate with the City of Rialto staff, contractors, communities, and other project stakeholders to ensure that the project reflects the expectations of its stakeholders. Willdan believes that the project team should possess, not only the knowledge, but should also be a team anchored with local personnel to provide the intimate working knowledge and expertise necessary to fully serve the City of Rialto. The Willdan team specifically provides this capability.

Messrs. Bustos and Brown will be supported by a talented, seasoned team of resident engineers, construction managers, and inspectors. They will closely monitor projects to ensure compliance with all design and permit requirements. Most of our inspectors have American Construction Inspectors Association certification and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Willdan's resident engineers, construction managers, and inspectors have knowledge of basic soil dynamics and are highly cognizant of the crucial role of soils compaction in construction. They are familiar with the needs for general material testing for asphalt and concrete.

Our resident engineers, construction managers, and inspectors know the importance of maintaining good relations with residents and businesses affected by the project. They are always encouraged to be courteous and helpful and to communicate as necessary to satisfy local concerns. Our staff is coached to routinely look for potential site safety and potential construction issues. They are trained to check ahead for utility interferences, unsuitable materials, and other unforeseen site conditions.

We also encourage our resident engineers, construction managers, and inspectors to closely monitor traffic control to conform to the latest editions of the Work Area Traffic Control Handbook (WATCH) Manual and California State Manual of Traffic Controls. Willdan's staff receives special in-house training from our traffic professionals on traffic control safety. They are expected to ensure that safety concerns are expeditiously addressed in the same manner they are expected to monitor overall site safety.

## Support Team

**Mr. Duane Soileau, QSP, CESSWI** will serve as **Construction Manager and Construction Inspector/Observer**. He is experienced in construction inspection and supervision of public works improvement projects involving slurry seal operations, cap seal operations, asphalt concrete overlays, street widening, roadways, curbs, gutters, sidewalks, driveways, retaining walls, drainage facilities, pipe trench excavations, backfill, BMPs, bio-retentions, and conduits. Mr. Soileau is knowledgeable in the policies, standards, procedures, and guidelines for the City of Rialto and has inspected projects for the City. Mr. Soileau is assigned to the San Bernardino office.

**Mr. Chad Meekler** will serve as **Construction Inspector/Observer** and has over 10 years of experience in the construction industry in southern California. Mr. Meekler is currently servicing as the City public works permit inspector. Mr. Meekler is assigned to the San Bernardino office.

**Mr. Barry Knutson** will serve as **Construction Inspector/Observer** and has over 33 years of experience in the construction industry in southern California. He has worked as a carpenter's apprentice, journeyman carpenter, carpenter foreman, estimator, assistant superintendent, superintendent, purchasing agent, and senior construction administrator on large-scale capital projects throughout the County of Los Angeles for 12 years. Mr. Knutson is knowledgeable in the policies, standards, procedures, and guidelines for the City of Rialto and has inspected projects for the City. Mr. Knutson recently provided inspection and CM for two large overlay projects in Rialto. Mr. Knutson is assigned to the San Bernardino office.

**Mr. John Crowe** will serve as **Construction Inspector/Observer**. He possesses inspection experience for projects ranging from capital improvements to CATV facility projects. Mr. Crowe is knowledgeable in the policies, standards, procedures, and guidelines for the City of Rialto and has inspected projects for the City. Mr. Crowe is assigned to the San Bernardino office.

**Mr. Mohammad Samiee, PE, QSP**, will serve as **Resident Engineer and Construction Manager**. He has over 27 years of experience supervising and providing construction management and inspection services. His expertise includes soils engineering, testing, vertical and horizontal plume contamination, soils assessment, footing inspections, and other areas necessary for complete construction management and inspection services. Mr. Samiee is assigned to the San Bernardino office.

**Mr. Alberto Rosiles** will serve as **Construction Inspector/Observer**. He has over 30 years of construction experience. He has been providing the City of Rialto with development-related inspection for the past two years. In addition to his City of Rialto development experience, Mr. Rosiles has provided the County of Riverside with inspection services for large land development projects for over 10 years. Mr. Rosiles is assigned to the San Bernardino office.

**Mr. Ross Khiabani, PE, GE**, will serve as **Geotechnical Engineering Task Leader**. He will oversee our geotechnical reports, inspections, and materials testing. Mr. Khiabani is skilled in soil mechanics and foundation engineering, soil stabilization, landslide and slope stability, and liquefaction. He has provided geotechnical engineering and materials testing for a wide variety of improvement projects, including major bridges, local roads, freeways and toll roads; and water and wastewater facilities. Mr. Khiabani is assigned to the Anaheim office.

**Ms. Jane Freij** will serve as **Labor Compliance Task Leader**. She possesses over 19 years of experience providing oversight of labor compliance monitoring services for federally-funded projects. Ms. Freij offers specialized training in reporting requirements and fraud detection and prevention.

**Ms. Diane Rukavina, PE**, will serve as **Federal Grant Invoicing Task Leader**. Ms. Rukavina will be responsible for federal funding compliance for the project. She has 34 years of experience in municipal engineering and administers Willdan's company-wide Federal/State Funding Program. Ms. Rukavina has

processed federally- and state-funded projects from request for authorization to final invoicing. She is adept at handling multiple funding projects and is currently coordinating federal-/state-funded projects in various stages of the funding process.

**Mr. Edward Cox** will serve as **Utility Coordination Task Leader** and be responsible for coordination with affected utility agencies. Mr. Cox is highly aware and sensitive to the fact that utility coordination plays a critical role in minimizing design and construction delays, change orders, and damage to existing utilities within the project area.

### Project Team Availability

The staffing matrix presented below illustrates all staff that Willdan may assign to the on-call projects. The matrix includes the staff members name, project role, and their availability to provide services to the City's on-call projects.

Team Member	Project Role	Availability %
<b>Project Management</b>		
Mike Bustos, PE, ENV SP	Project Manager	50%
Jason Brown, RCI	Construction Management Office Manager	50%
<b>Support Team</b>		
Duane Soileau, QSP, CESSWI	Construction Manager/Inspector/Observer	100%
Chad Meekler	Construction Inspector/Observer	100%
Barry Knutson	Construction Inspector/Observer	100%
John Crowe	Construction Inspector/Observer	100%
Mohammad Samiee, PE, QSP	Resident Engineer/Construction Manager	100%
Alberto Rosiles	Construction Inspector/Observer	100%
Ross Khiabani, PE, GE	Geotechnical Engineering Task Leader	100%
Jane Freij	Labor Compliance Task Leader	25%
Diane Rukavina, PE	Federal Grant Invoicing Task Leader	25%
Edward Cox	Utility Coordination Task Leader	50%

### Project Management Resumes

The following pages contain the project management team resumes. Resumes for the support team are available upon request.



## Michael D. Bustos, PE, ENV SP

### Project Manager/Construction Manager

#### Profile Summary

<b>Education:</b>	<ul style="list-style-type: none"><li>BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo</li><li>Caltrans Resident Engineer Academy</li></ul>
<b>Registration:</b>	<ul style="list-style-type: none"><li>Civil Engineer, California No. 73173</li><li>Envision Sustainability Professional, Institute for Sustainable Infrastructure</li></ul>
<b>Experience:</b>	17 Years

Mr. Michael D. Bustos is responsible for design and construction management of projects such as roadway reconstructions, drainage improvements, pipelines, pavement rehabilitation, traffic signals, street improvements, and grading. Mr. Bustos has served as resident engineer for over two dozen federally- and state-funded projects over the last eight years. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking during his 17 years with Willdan.

#### Relevant Project Experience

**HVP T5520 Offsite Improvements CM, City of Fillmore, California.** Project Manager. Through our on-call contract with the City of Fillmore, Willdan is providing construction management and inspection services for the developer-built and City-maintained offsite storm drain improvements associated with construction of Tract 5520. The project includes approximately 1,750 LF of Double RCB, 1,100 LF of Single RCB, 800 LF of open channel, and 600 LF of RCP. Willdan will also be managing and inspecting the utilities and precise grading for the onsite improvements at Tract 5520.

**Westlake Village Community Park, City of Westlake Village, California.** Project Manager. Through Willdan's on-call engineering contract with the City of Westlake Village, Willdan provided construction management and inspection services for this multi-phased \$26 million world-class park featuring eight acres of lighted, synthetic turf athletic fields for soccer, football, baseball, and softball year-round, plus a walking/jogging trail, a skate park, picnic areas, volleyball and basketball courts, fitness equipment, restroom/concession facilities and children's play areas. All project goals were achieved (20 construction projects delivered on time and within budget); over 100 stakeholders/agencies; and high acclaim from community and media.

**Lakewood Boulevard Improvements Construction Management and Material Testing, City of Downey, California.** Construction Manager. Willdan's services included construction management, resident engineering, and material testing services. The project consisted of improvements along Lakewood Boulevard (from Gallatin Road to 450-feet south of Telegraph Road) and Lindell Avenue (from I-5 NB Off Ramp to Telegraph Road). The work included unclassified excavation, subgrade preparation, import, grading, and compacting of aggregate base material, cold milling of existing pavement, construction of conventional and rubberized hot mix asphalt pavement, construction of curbs, gutters, sidewalks, curb ramps, driveways, cross gutters, and bollards, utility adjustments, installation of traffic signage, striping, and pavement markings, drainage improvements, water quality improvements (bioswale and underground infiltration basin), potable and recycled water improvements, traffic signal and street lighting improvements, landscaping and irrigation improvements, new bus shelters, and newsstand relocations.

**2018 Water Infrastructure Reliability Project CM & Inspection, City of Santa Monica, California.** Resident Engineer. The project includes the installation of over 4,800 LF of 8" and 12" water main, gate valves, fire hydrants, and other appurtenant work at the following locations: 17th Street - Pearl Street to Ocean Park Blvd Ocean Park Blvd - 14th Street to 18th Street Ocean Avenue - Pico to Bay Street Ashland

Avenue - 3rd Street to 4th Street Grant Avenue - 6th Street to Lincoln Blvd This project was funded by the U.S. EPA Grant.

**2018 Annual Resurfacing Project, City of Rolling Hills Estates, California.** Project Manager. Willdan provided professional engineering services for the design, bidding and construction management and observation for the 2018 annual resurfacing project. The streets in this Project included Bluemound, Elmdale Drive, Kingspine Road, Latigo Lane, Rollingwood Drive and Palos Verdes Drive North.

**White Rock Road, County of Mariposa, California.** Project Manager/Resident Engineer. The FEMA funded project includes repairing the roadway embankment and restoration of existing bridge pavement approach that was damaged during the February 2017 storms. The proposed improvements included removal of loose materials, placing concrete to mitigate scouring at the back of the abutment footing, resetting retaining wall Ecology blocks, placing and compacting road base, and placing rock slope protection.

**Imperial Highway Improvements, City of Inglewood, California.** Resident Engineer. The project consists of cold milling existing AC pavement, tire rubber modified asphalt concrete overlay, remove and replace driveway approach, sidewalks, curb and gutter, alley intersection ADA compliant curb ramps, AC pavement, PCC pavement, PCC bus pads, signing and striping, traffic signal modifications, and all other appurtenant work.

**Alley Public Works Inspection, City of Inglewood, California.** Project Manager. Mr. Bustos is responsible for inspection scheduling and coordination, submittal review and processing, and progress payment review and processing. Willdan provided construction observation and materials testing services for the resurfacing of 16 centerline miles of existing asphalt pavement roadway, application of slurry seal on 18 centerline miles of roadway, and reconstruction of 2 centerline miles of alleys. The project included curb and gutter, sidewalks, ADA ramps, cross gutters, digouts, crack routing and filling, slurry seal, cold milling ARHM overlay, traffic detector loops, and pavement delineation for 83 street segments throughout the City.

**Phase I Sewer Repair Project, City of Ridgecrest, California.** Project Manager. Willdan was responsible for the evaluation, design, preparation of construction documents, and construction management and inspection services for the replacement or rehabilitation of 12,022 linear feet of sanitary sewer pipe. The project included assessment and evaluation of the condition of existing sewer mains throughout the City, development of a multiyear repair program, open trench replacement of approximately. Willdan reviewed CCTV inspection records to evaluate the conditions of the existing sanitary sewer line. The findings of the evaluation were then used to determine which sections of the sanitary sewer and corresponding manholes could be repaired and which sections needed to be replaced. The final design included 6,890 linear feet of sewer rehabilitation, 5,130 linear feet of sanitary sewer replacement, and the reconnection of 172 laterals with Brim style inserts.

**Westlake Village Community Park Pump Stations, City of Westlake Village, California.** Project Engineer. Mr. Bustos prepared PS&E and provided construction support services for construction of three pump stations at the proposed Westlake Village Community Park. Design of the potable water pump station included two 15 HP, 175 gpm VFD-controlled vertical inline centrifugal pumps enclosed in a pre-fabricated aluminum shelter. Design of the two reclaimed water pump stations included a combination of VFD-controlled submersible turbine pumps and vertical inline centrifugal pumps discharging to three pressure zones for the park's irrigation system. The lower reclaimed water pump station included two 50 HP submersible pumps in a below grade concrete utility vault and will serve the Park's lower irrigation zones. The upper reclaimed water pump station included a 10 HP centrifugal pump housed in a CMU building with an electrical control room and separate storage/maintenance room.

**Elizabeth Reservoir, Booster Pump Station and New Well No. 29, City of South Gate, California.**

Project Manager. Willdan provided construction management, public works observation, materials testing, and deputy inspection services for the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 site and the new Well No. 29 at the Santa Fe Tank Site. The \$10 million project included a new 1.8-million-gallon reservoir, booster pump station, seismic retrofit of an existing elevated tank, drilling and equipping of a new well, well building and SCADA communications, sodium hypochlorite disinfection system, 10,000LF of water distribution main, and pertinent site improvements. Total construction cost is approximately \$10 million.

**Westside Water and Sewer Main Replacement, City of South Gate, California.** Construction Manager. Responsible for overseeing contract administration, construction management, materials testing, and public works observation for this pipeline installation project. The project included installation of 20,000 LF of 6", 8", and 12" DIP water main and 8,000 LF of 8" VCP sewer, including new water services and meters, valves, hydrants, sewer laterals, and manholes.

**Water Treatment System for Well No. 27, City of South Gate, California.** Construction Manager. Responsible for overseeing contract administration, construction management, materials testing, and public works observation for this groundwater treatment project. The project included installation of a greensand filter system at an existing well site to remove iron and manganese and SCADA system integration.

**Trunk Water Replacement, Morongo Band of Mission Indians, Banning, California.** Project Engineer/Construction Manager. Engineer of Record and Construction Manager for construction of 16-inch water main on Portrero, Morongo, and Martin Roads. Willdan was responsible for contract administration, materials testing, and public works observation.

**Green Beach Access Point, HDR Engineering, Inc., California.** Project Engineer. Responsible for preparation of plans and specifications for a stormwater lift station and force main located on the Camp Pendleton Marine Base.

**Well No. 19 and Discharge Main, City of Compton, California.** Project Engineer/Construction Manager. The project included abandonment and decommissioning of an existing well, site demolition and grading, well drilling, installation of 1,600 LF of water distribution pipeline and 765 LF of well discharge main, and various site improvements.

## Jason Brown, RCI

### Assistant to the Project Manager/Construction Manager

#### Profile Summary

<b>Education:</b>	Public Works Inspection, Fullerton Community College
<b>Registration:</b>	Construction Inspector, California No. 5510
<b>Experience:</b>	26 Years

**Mr. Jason Brown** serves as both a Construction Manager and Supervising Public Works Observer for Willdan; his duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTE and CDBG. During Mr. Brown's 26 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead. Mr. Brown's previous experience includes concrete cutting and core drilling, landscape construction and maintenance, concrete finishing, and masonry construction.

#### Relevant Project Experience

**Annual Pavement Slurry Seal, City of Rialto, California.** Public Works Observer. Project includes the installation of approximately 3,579,505 SF of street slurry and 3,435,505 of scrub seal.

**Resource Center Plan, CB1605, City of Rialto, California.** Construction Manager. Mr. Brown was responsible for contract administration and inspection scheduling. Willdan provided professional construction engineering services for the subject project. The project includes miscellaneous ADA improvements to the Resource Center parking lot and sidewalk. Constructed improvements include ADA accessible pedestrian entrance ramps, ADA path of travel, and adjacent parking lot improvements at the Rialto Community Resource Center.

**Anderson Park, Rialto City Park, and Fisbee Park Improvements, City of Rialto, California.** Construction Manager. Mr. Brown was responsible for contract administration and inspection scheduling. Willdan provided construction management and inspection services for this project to demolish multiple buildings at Anderson Park, Rialto City Park, and Frisbee Park, and construct new pre-fabricated concessions and restroom buildings at each park. The general nature of the work included: clearing, grubbing, removals and demolition of existing trees, concrete flatwork; of new on-site domestic water system and new on-site septic system; demolition and removal of multiple buildings; complete coordination, site preparation and utility hookups of prefabricated concessions and restroom buildings (separate buildings), modification of existing walkways, installation of new walkways and concrete plazas surrounding the structures; and lighting. Total construction cost was approximately \$690,000.

**Annual Street Overlay Project FY 2016-2017, City Project No. 170804, RFB No. 18-002, City of Rialto, California.** Public Works Observer. Project includes asphalt overlay to various streets throughout the City.

**3<sup>rd</sup> Street Construction Management and Inspection, City of Davis, California.** Public Works Observer. Willdan provided public works inspection, resident engineering, Caltrans invoicing, material testing, and labor compliance services. It is our understanding the project consists of improvements along Third Street Between A Street and B Street. The work includes demolition, grading, temporary walkways, tree removal and tree protection, concrete flatwork, truncated domes, geogrid, filter fabric, stone base, permeable and non-permeable pavers, storm drainage system, utility services and adjustments, signage striping and pavement markers, posting kiosk, bike counter and detection loops, bike racks, bollards, street furniture, street lighting, signal modifications, and other appurtenant work.

## Section C – Firm Qualifications

*This section addresses Paragraphs C.1 through C.4 of the City's Request for Proposal presenting Willdan's firm profile; name of principal officer with authority to bind Willdan in a contractual agreement; relevant project experience as they relate to construction management, inspection and materials testing for Capital Improvement and Land Development projects; sub-consultant information.*

*The projects presented as relevant experience showcase our staff's construction management, inspection, and materials testing experience with street improvement projects.*

### Firm Profile

**Willdan Engineering** (Willdan), a California Corporation is part of Willdan Group, Inc. (WGI), a NASDAQ publicly-traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions.

Today, Willdan has over 800 employees operating out of multiple offices located throughout the United States – including our four southern California office locations (Cities of Industry, Anaheim, San Bernardino, and Ventura). We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 60 percent of the cities and counties in California.

Throughout our 54-year history, Willdan has sustained a consistent healthy financial performance. Willdan has the financial strength and wherewithal to complete all projects we undertake. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost effective, innovative engineering solutions that exceed our client's expectations and for providing exceptional customer service to our many clients. The firm has the financial strength, wherewithal, resources, and appropriate staffing to perform and complete all contractual project obligations. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found on the Investors page of our website at [www.willdangroup.com](http://www.willdangroup.com).

Willdan has historically concentrated our efforts in public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients' needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff experience is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one-stop resource to meet virtually any service need.

In the area of specialties, Willdan has a vast background in city engineer, traffic engineer, and building official staff augmentation, administration, development review, public works permitting and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, improvement districts, funding plans, safe route planning, facility master plans, and environmental review documentation.

Willdan Engineering is currently registered with DIR, DBA Willdan Consulting – DIR No. 1000033392.

## **Construction Management and Inspection**

### **⇒ Knowledge and Expertise**

- Construction management
- Resident engineering
- Construction administration
- Construction inspection
- Claims review and investigation
- Labor compliance
- Federal invoicing
- Project management
- Community outreach

Willdan provides expertise in all areas of construction administration, inspection, and labor compliance and specializes in helping clients maintain good community relations with residents and businesses affected by construction. Our expertise

covers a full range of inspections, including major storm drain boxes, street improvements, utility installation, bridges, mass grading, and major bridge retrofit work. Willdan's construction inspection staff is experienced in subdivision, grading, street beautification, storm drain, water line, sewer, traffic signal, and other appurtenant projects.

Our experienced staff members serve as construction managers, resident engineers, and inspectors who can identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractor schedules, and contract documents. Potential problems are brought to the project manager's and/or contractor's attention, along with constructive recommendations for solutions; thereby avoiding costly delays and negative impacts to the public.

## **Construction Inspector Training and Assessment**

Willdan's inspectors are trained to provide construction inspection services on a project-by-project basis – each project has its own set of needs that must be met with the goals of anticipating potential conflicts/issues before they arise through continual review of plans, specifications, contractor schedules, and other contract documents.

Our inspectors are provided with an outline of performance standards that each inspector is required to meet and uphold.

Inspectors are required to provide proof of certifications and Willdan assists with payment of the license/certification fees. Willdan encourages our inspectors to obtain QSP, ACIA, or APWA certifications and to participate in on-line safety classes conducted by Click-Safety.

*Willdan understands the importance of safety on a project. We encourage our inspectors to obtain certifications through on-line safety classes. Willdan provides training opportunities for our construction office and field personnel.*

Willdan has a standard set of equipment that each inspector is required to have on hand. Willdan maintains an inventory of the necessary equipment that is utilized by all inspectors. The list includes items such as cell phones; general office supplies; safety equipment such as boots, hard hat, and vests; general inspection tools; and agency standards plans, specifications, and manuals. Willdan maintains a checklist of equipment assigned to each inspector for each project.

## **Safety Training**

To keep our capabilities current, Willdan makes every effort to provide training opportunities for our construction office and field personnel. This includes Cal OSHA construction safety requirements, claims control, and project scheduling. Willdan provides on-line Cal OSHA safety training for each of our inspectors through Click-Safety on-line training.

Every inspector must obtain, at minimum, their 30-hour OSHA certification and are encouraged to continue their safety education by enrolling in any Click-Safety applicable construction safety training course. In addition to on-line safety training, Willdan provides bi-annual in-house safety training to each of our inspectors, construction managers, and on-site personnel.

Willdan conducts bi-annual in-house construction seminars. Past in-house seminars have included WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials



testing and placement; and mass grading. The in-house seminars have all been conducted by Willdan registered engineers who are experts in their respective fields.

### **Community Outreach Expertise**

Any infrastructure improvement project has the potential to cause concerns for citizens who utilize the roadways for daily travel or for business owners in the vicinity of the project. Willdan has experience conducting public participation and community outreach programs to address these potential concerns and help gain public buy-in to support a project. Typically, our efforts begin by identifying key stakeholders in the project area and preparing and distributing mass mailers describing the project's scope, timeline, and expected results. We conduct community workshops to inform the public of project details and address the public's concerns/ideas about the project.

### **Familiarity with Agency Standards**

Willdan is thoroughly familiar with regulatory agency permitting requirements and the following standards and specifications:

- State of California (Caltrans) – Design Manuals, Standard Plans, and Standard Specifications
- State of California (Caltrans) – Manual of Uniform Traffic Control Devices (MUTCD)
- State of California (Caltrans) – Local Assistance Procedures Manual
- Standard Specifications for Public Works Construction (Greenbook), BNi
- Standard Plans for Public Works Construction, BNi
- City of Rialto Standard Plans

### **On-Call Construction Inspection Expertise**

⇒ *The City of Rialto can be assured that, in selecting Willdan, they benefit from the expertise, experience, and professionalism needed to be successful in delivering high-quality projects and services on time and within budget.*

Willdan has an extensive history of providing on-call construction management and inspection services to municipalities throughout California. We have broad expertise and

experience with large and small public works improvement projects involving a myriad of construction improvements such as street reconstruction and rehabilitation, roadway widening, sewers, waterline, drainage, utility relocation, traffic signal, street lighting, parks, slurry seals, and other related improvements.

Our history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver an end product our clients envision and embrace.

We begin our approach to this work by adhering to these basic principles:

- Approach each project with a spirit of resourcefulness and excellence
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standards

Willdan understands the unique aspects of working under an on-call contract. Resource needs to successfully accomplish assignments arising from on-call contracts vary greatly and our approach to on-call project delivery – developed over many years – enables us to successfully meet our clients' multi-faceted needs. We know that a variety of elements may be encountered when working under an on-call contract, such as:

- Short project durations and minimal lead times

- Flexible service assignments to complete project tasks already started by agency staff or other consultants with an understanding of work completed to date and coordinating task completion with others
- Consistent, organized project management approach due to the potentially large numbers of projects that may be in process
- Special attention to quality assurance and quality control is particularly important as multiple projects may be in progress in parallel; shorter projects may not have multiple interim review steps often associated with project-specific contracts
- Efficient use of resources is critical as project assignments can be relatively small

In addition to project-specific on-call contracts, Willdan has executed a number of contracts where project assignments are issued by the public agency on an as-needed basis. The project scope, schedule, and cost were negotiated and agreed upon prior to project award. Every month, Willdan reports the progress performance on each project. These project assignments range from small local sidewalk improvements to large arterial and land development improvements, grade separations, and pedestrian bridges.

### **Claims Resolution Expertise**

Willdan's Project Manager, Mr. Mike Bustos, PE, and our staff, veteran construction engineers and inspectors have extensive knowledge and experience to quickly understand field conditions and issues and to mitigate those issues with practical, cost-efficient solutions that protect the City's liability exposure while preserving the integrity of the contracted design. Our inspection staff is well versed in reviewing and analyzing critical path method schedules and time impact analysis submittals and in preparing recommendations and presentations for these issues.

*Willdan's Project Team has the knowledge and expertise to identify field conditions and issues and to resolve issues with practical, cost-conscious solutions.*

One of the keys to resolving construction problems before they occur begins with a well-defined work plan. As part of our project-specific quality assurance plan, a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule will be developed for large-scale improvement projects. The work plan will provide definitive directions to the project team as agreed to by the City. The plan will address, at a minimum, project team meetings; effective communication mediums; and scheduled QC processes.

Willdan's in-house capabilities include reviewing the SWPPP to confirm that the contractor's plan meets the state's QSP/QSD requirements and that all storm water permits are in place. Willdan's public works inspectors are well versed in the latest requirements and will ensure the contractor installs the required BMPs pursuant to the project-approved SWPPP.

Our project inspectors will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. We are a team – right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

### **Contact Person**

Willdan's contact person for this submittal is Mr. Michael Bustos, PE, ENV SP. He will serve as the City's main point of contact and can be reached by mail at Willdan Engineering, 650 East Hospitality Lane, Suite 250, San Bernardino, CA 92408; by phone at (805) 804-5389; by cell phone at (805) 279-6870; by email at [mbustos@willdan.com](mailto:mbustos@willdan.com).

Throughout our 54-year history, Willdan has sustained a consistent healthy financial performance. Willdan has the financial strength and wherewithal to complete all projects we undertake. This is due, in



part, to a respected reputation in the municipal engineering industry for providing timely, cost-effective, innovative engineering solutions that exceed our client's expectations and for providing exceptional customer service to our clients. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found on the Investors page of our website at [www.willdan.com](http://www.willdan.com).

Willdan does not have any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the firm's ability to provide the requested services.

## Principal Officers

Willdan's principal officers with the authority to bind the firm in a contractual agreement are:

Thomas Brisbin	Chairman of Board
Daniel Chow	President/CEO
Stacy McLaughlin	CFO/Treasurer
Kate Nguyen	Secretary
David Hunt, PE	Senior Vice President
William Pagett, PE	Senior VP/Director of Engineering

The following staff have authority to bind the firm in a contractual agreement by resolution of our Board of Directors:

Michael Bustos, PE, SP ENV	Deputy Director of Construction Management
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## Relevant Experience

Willdan's in-house construction managers, construction inspectors, civil and traffic engineers, funding specialists, landscape architects, and materials testing specialists offer the City a strong history with street improvement design projects from construction management, landscape architectural, ADA compliance, and civil/traffic engineering points of view. In addition to the projects presented in our City of Rialto Experience subsection, a representative sampling of our other street improvements projects is provided herein. The majority of these projects were inspected by our proposed Resident Inspector, Mr. Barry Knutson.

### Project No. 160801 Annual Pavement Rehabilitation

*City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376*

**Contact:** *Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672*

**Agency Project Manager:** *Jeff Schafer*

**Project Dates:** *2017 to 2018*

**Project Cost/Design Fee:** *\$2,676,000/\$113,960*



Willdan provided construction management, public works inspection, and materials testing services for the annual rehabilitation improvements. The project encompassed ARHM surface course, cold milling, pulverizing and mixing existing asphalt, PCC repairs, traffic striping, and other appurtenant work.

#### **Project No. 170804 2016/17 Annual Overlay**

*City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376*

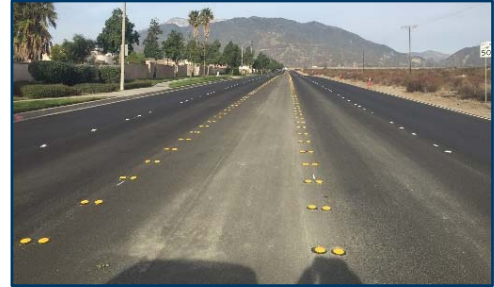
**Contact:** *Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672*

**Agency Project Manager:** *Jeff Schafer*

**Project Dates:** *2017 to 2018*

**Project Cost/Design Fee:** *\$2,053,964/\$85,988*

Willdan provided construction management, public works inspection, and materials testing services for the annual rehabilitation improvements. The project involved removing and replacing damaged PCC, ADA-compliant ramps, cold milling, full-depth street repairs, approximately 8,000 tons of asphalt overlay, utility adjustments, traffic markings, and other work.



#### **Project No. 13-32 Bike Lane Street Paving**

*City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262*

**Contact:** *Marcus Fuller  
Assistant City Manager/City Engineer  
(760) 322-8380*

**Agency Project Manager:** *Marcus Fuller*

**Project Dates:** *2015 to 2015*

**Project Cost/Design Fee:** *\$1,500,000/\$68,324*

Willdan provided construction management, public works inspection, materials testing, and labor compliance for the bike lane paving improvements. The project encompassed ADA-compliant ramps, cold milling, asphalt overlay, slurry seal, specialized bike lane traffic markings, and other appurtenant work.



#### **Glendora Avenue and Temple Avenue Street Improvements**

*City of La Puente  
15900 Main Street  
La Puente, CA 91744*

**Contact:** *John DiMario  
Development Services Director  
(626) 855-1517*

**Agency Project Manager:** *John DiMario*

**Project Dates:** *2015 to 2016*

**Project Cost/Design Fee:** *\$900,000/\$80,000*

Willdan provided project management, construction observation, materials testing, funding administration, and federal labor compliance services for the street improvements. The project involved roadway improvements on Glendora Avenue from Nelson Avenue to Temple Avenue and on Temple Avenue between Lanny Avenue and Greycliff Avenue. The project utilized Proposition C and federal STPL funding.

### Agoura Road Resurfacing ASFP 3B

City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361

**Contact:** Ray Taylor  
City Manager  
(818) 706-1613

**Agency Project Manager:** Roxanne Hughes

**Project Dates:** 2011 to 2012

**Project Cost/Design Fee:** \$1.15 million/\$55,000



Willdan completed a street improvement project on Agoura Road between the city limit with Agoura Hills to the east and the City of Thousand Oaks to the west. Enhancements involved raised median improvements, tree root removals, dig-outs, cold milling, AC and ARHM overlay, utility adjustments, pavement delineation, and traffic detector loops. Services included preparation of plans, specifications, and estimate; project management; construction management and inspection; bidding assistance; contract award; labor compliance; materials testing; and contract close-out. Prior to letting the overlay contract, Willdan performed a complete survey of access ramps on Agoura Road and scoped and implemented a contract for new installation, replacement, and/or retrofit of existing access ramps for ADA compliance.

### Temple Avenue Improvements

City of La Puente  
15900 Main Street  
La Puente, CA 91744

**Contact:** John DiMario  
Development Services Director  
(626) 855-1517

**Agency Project Manager:** John DiMario

**Project Dates:** 2016 to 2017

**Project Cost/Design Fee:** \$525,000/\$61,750

Willdan provided design and construction management services for 1,120 lineal feet of arterial roadway improvements. The project involved slurry sealing existing street pavement; reconstructing damaged and uplifted concrete sidewalk and damaged AC pavement; installing ADA-compliant curb ramps, curbs, gutters, cross gutters, and drive approaches; constructing a new raised landscaped median island east of Puente Avenue with a new city entry sign monument; installing landscape improvements within existing raised medians; and installing traffic signing and striping. The project utilized Prop C funding.

### On-Call Inspection – 15-01 Pavement Rehabilitation

City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

**Contact:** Marcus Fuller  
Assistant City Manager/City Engineer  
(760) 322-8380

**Agency Project Manager:** Marcus Fuller

**Project Dates:** 2015 to 2016

**Project Cost/Design Fee:** \$9,500,000/\$268,130

Willdan provided public works inspection, construction management, and materials testing for the City's \$10 million street rehabilitation project. The project included reconstruction and overlay of over 4.7 million square feet of 130 street segments in various locations throughout the City, recording and preserving existing survey monuments, pulverizing existing asphalt and concrete pavement, unclassified excavation, subgrade preparation, cement-treated base, asphalt overlay, utility adjustments, ADA-compliant ramps, traffic markings, and other related work.



### Ninth Street Rehabilitation (HSIPL-5449 (025))

City of Highland  
27215 Base Line  
Highland, CA 92346

**Contact:** Carlos Zamano  
Assistant Public Works Director  
(909) 864-6861 extension 254

**Agency Project Manager:** Carlos Zamano

**Project Dates:** 2015 to 2015

**Project Cost/Design Fee:** \$499,663/\$45,000

Willdan provided public works inspection, construction management, materials testing, federal invoicing, and labor compliance. The project involved removing asphalt concrete and Portland cement concrete pavement, removing and replacing fences and walls, constructing asphalt concrete and Portland cement concrete pavement, curbs, gutters, and sidewalks for the HSIP-funded project.



### On-Call Public Works Observation

City of Chino  
13220 Central Avenue  
Chino, CA 91710

**Contact:** Ron Hernandez  
Public Works Inspection Supervisor  
(909) 721-6251

**Agency Project Manager:** Ron Hernandez

**Project Dates:** 2016 to Present

**Project Cost/Design Fee:** Various/Not Applicable to Contract





### Pepper Avenue Extension

City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376

**Contact:** Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672

**Project Location:** Rialto, CA  
**Project Completion Date:** June 2014



Willdan provided construction management, inspection, and materials testing services to extend Pepper Avenue ½ mile – crossing the Lytle Creek drainage endangered species habitat to Interstate 210. Willdan worked closely with a biological monitoring firm to satisfy conditions of the CDFG, U.S. Army Corps of Engineers, and Caltrans permits. Approximately 100,000 cubic yards of import soil, four 10-foot by 10-foot reinforced box culverts, and a Verdura wall were used to span the drainage area. The project included curb, gutter, sidewalk, AC paving, landscaping, irrigation, water and sewer lines, SCE conduits, and street lighting. This project was the result of 12 years of planning and design with an overall \$15 million budget.

### Ayala Drive Widening and Improvements to Jerry Eaves Park North and South Parking Lots

City of Rialto  
Engineering Division  
335 West Rialto Avenue  
Rialto, CA 92376

**Contact:** Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672

**Project Location:** Rialto, CA  
**Project Completion Date:** January 2018



Willdan provided construction management, public works inspection, labor compliance, federal funding invoicing, and materials testing services for the street widening and parking lot improvement project. Improvements to the Jerry Eaves north and south parking lots included asphalt repairs, grading for the new south parking lot, asphalt paving of the south parking lot, new lighting, landscaping, ADA improvements, planting, and other appurtenant work. The Ayala Drive widening improvements included removing and replacing damaged asphalt, widening the existing street section, ADA improvements, two new traffic signals, new landscape medians, decorative cobble rock, traffic markings, and other appurtenant work.

### City Project No. 130811 Pepper Avenue Sound Wall and Street Overlay

City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376

**Contact:** Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672

**Project Location:** Rialto, CA

**Project Completion Date:** March 2015



Willdan provided construction management, inspection, and materials testing services for the sound wall and street improvements. The project encompassed installing approximately 5,000 linear feet of 6- to 8-foot high CMU sound wall from Base Line Road to Winchester, new sidewalks, repair to damaged PCC, asphalt overlay, widening Pepper Avenue at Birch Street, traffic marking, and other appurtenant work.

### City Project Numbers 140803 and 150801 Annual Overlay

City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376

**Contact:** Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672

**Project Location:** Rialto, CA

**Project Completion Date:** February 2016



Willdan provided construction management, inspection, and materials testing services for the annual overlay improvements. The project involved removing and replacing ADA access ramps, curbs, gutters, cross-gutters, and sidewalk; cold milling and asphalt overlay; full depth street reconstruction; full depth reclamation; traffic marking; and other appurtenant work.

### Bud Bender Park Rehabilitation

City of Rialto  
335 West Rialto Avenue  
Rialto, CA 92376

**Contact:** Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672

**Project Location:** Rialto, CA

**Project Completion Date:** March 2016



Willdan was responsible for construction management, inspection, and materials testing services for the park improvements. The project involved storm drains; domestic water, and sewer systems; Pony League regulation baseball field, bullpen and scoreboard; chain link fencing and gates; shade canopies; playground equipment; parking lot; irrigation and landscaping; lighting and electrical system prefabricated concession stand/restroom building; and traffic striping and signage.

Willdan provides public works observation for various projects throughout the City. The projects involve drainage, sewer, water, street overlays, sidewalks, curbs/gutters, slurry sealing, utility cuts, and National Pollution Discharge Elimination System enforcement.

#### **On-Call Inspection Services – Rails to Trails**

*City of Rialto*  
335 West Rialto Avenue  
Rialto, CA 92376

**Contact:** Robert Eisenbeisz  
Public Works Director/City Engineer  
(909) 237-3672

**Project Location:** Rialto, CA  
**Project Completion Date:** 2015



Willdan provided construction management and inspection services for this SCAG Achievement Award winning \$4 million project. Rails-to-Trails promotes linkages to active transportation and transit networks throughout the region, establishing a 21-mile east/west walking, running, and bicycling route that is separated from vehicular traffic. Willdan provided constructability reviews, review/award of general contractor's contract, RFI management, submittal management, change order management, observation of construction activity, utility coordination, progress review meeting management, cost monitoring and control, federal labor compliance monitoring, schedule monitoring and control, review and recommendation of general contractor's monthly payment application, and project close-out management.

#### **On-Call Public Works Observation**

*City of Long Beach*  
333 W Ocean Blvd  
Long Beach, CA 90802

**Contact:** Marc Wright  
Construction Services Officer  
[Marc.Wright@longbeach.gov](mailto:Marc.Wright@longbeach.gov)

**Project Location:** Long Beach, CA  
**Project Completion Date:** Ongoing

Willdan is providing overall oversight and scheduling of construction administration and inspection services for several tracts throughout the City of Long Beach. Willdan will be responsible to check grade; installation of curb, gutter and sidewalk, asphalt overlays, staff augmentation, labor compliance, call center services and other appurtenant work.

#### **District 1 & 2 Water Main Project**

*City of Pomona*  
505 S Garey Ave  
Pomona, CA 91766

**Contact:** Tim Hampton, PE  
Senior Water Engineer/PM  
909-802-7420

**Project Location:** Pomona, CA  
**Project Completion Date:** 2010

The project involved installation of a new water line and paving in White Avenue – a major arterial concrete street. Specific work included installation of 8,577 linear feet of 8-inch ductile iron pipe; 475 linear feet of 4-inch DIP; 43 linear feet of 8" DIP; new water service, fire hydrants, blow-offs, and valves; and other appurtenant water work. In addition, the project involved installation of approximately 3,000 tons of 2-inch asphalt overlay and repair to the existing PCC pavement on White Avenue. Willdan provided construction management, inspection, and material testing services.

### Subconsultants

Willdan has the in-house capabilities to provide services necessary for the City's on-call construction management and inspection projects and will not be utilizing subconsultants unless a specialty inspection or a DBE is required. If so, Willdan will submit subconsultant qualifications for the City's review and approval. Willdan has existing relationships with certified DBE firms if the addition of these firms will aid the City in meeting a specific DBE goal that may arise for this project.

### Why Willdan

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

- We have served the City of Rialto in an on-call construction management and inspection capacity since 2013. We have strong, established relationships with City staff and are highly familiar with City policies, procedures, standards, project expectations, and community goals and objectives.
- Willdan has been providing California public agencies with consulting engineering and construction services for over 54 years. We have a long history providing engineering and construction services, including staff augmentation, to local agencies. As a result, Willdan's staff understands the importance of agency, business, and public community goals associated with projects.
- Our project team is keenly aware of the City's needs and expectations in undertaking the types of projects expected under this construction management and inspection services on-call contract. We also understand the unique aspect of working on an on-call contract basis.
- We have the ability to provide customer service and function as part of the City's management team, in terms of formulating and implementing short- and long-range improvement plans, programs, and projects that enhance the City's desired image and infrastructure.
- Our experience in implementing the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and the Americans with Disabilities Act (ADA).
- Our staff has expertise in all areas of program, project, and construction management; construction administration; inspection; labor compliance; and community relations.
- We emphasize strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources.
- Our team's experience and reputation for providing reliable service, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity are foremost in the program and construction management industry.



## Section D – Firm Resources

*This section addresses Paragraphs D.1 and D.2 of the City's Request for Proposal presenting Willdan's firm profile; name of principal officer with authority to bind Willdan in a contractual agreement; relevant project experience as they relate to construction management, inspection and materials testing for Capital Improvement and Land Development projects; sub-consultant information.*

### Ability to Deploy Additional Resources

The key to a successful project is the caliber and depth of experience of the individuals assigned to the team. Willdan offers the City of Rialto a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake inspection for the City's large and small improvement projects.

Willdan is completely committed to providing the staffing and resources required to complete the project on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are created for each individual project and aggregated to produce office-wide labor needs and identify shortages or surplus.

Labor planning for this contract will be done on an individualized basis. Mr. Bustos will identify the staff required to complete the City of Rialto's project and calculate the hours for each team member. This information is entered in our project staffing requirements on a weekly basis. Because resources are often shared within or among divisions, our project managers are involved in staff workload projections.

A successful partnership to execute on-call construction inspections requires expertise in on-call inspection services and effective coordination with City staff, contractors, communities, and other project stakeholders to ensure the project reflects stakeholder expectations. Willdan will ensure that key personnel are available to the extent proposed for the duration of the required services. Willdan understands that key personnel assigned on City projects shall not be reassigned without the City's prior written approval.

### Staff Resources

When needed, Willdan draws upon the resources of our other operating divisions to assist in all areas of municipal projects. These include financial, energy, infrastructure, and homeland security. Each of these operating divisions, in addition to the engineering operating division, utilizes the latest technologies for data collection, plan preparation and design, construction management and observation. These technologies include, but are not limited to, high-performance AutoCAD and MicroStation hardware and software, handheld GIS data collection tablets and devices with wireless capabilities for real time data transfer, handheld state-of-the-art radar survey guns, and handheld laser measuring devices.

In addition, to the staff already listed in our proposal, the chart below summarizes additional staff who would be available to the City of Rialto should the request of services increase.

Key Personnel	Title
<b>Cesar Cantuba</b>	Construction Manager
<b>Joe Putrino</b>	Construction Manager
<b>Tim Scheffer</b>	Senior Public Works Observer
<b>Rick Patynik</b>	Senior Public Works Observer
<b>Glenn Stanley</b>	Senior Public Works Observer

<b>Masoud Eskandari</b>	Senior Public Works Observer
<b>Robert Solis</b>	Senior Construction Manager
<b>Homer Flewellen</b>	Senior Public Works Observer
<b>Rene Bracamontes</b>	Senior Public Works Observer
<b>Danny Ayala</b>	Senior Public Works Observer
<b>Victor Ayala</b>	Senior Public Works Observer
<b>Lee Marshall</b>	Senior Public Works Observer
<b>Matt Saab</b>	Senior Public Works Observer
<b>Simon Hernandez</b>	Senior Public Works Observer
<b>Larry Brown, RCI</b>	Supervising Public Works Observer
<b>Loren Clifton, PE</b>	Resident Engineer
<b>Mark Kinzer, PE</b>	Lead Project Manager
<b>David Daniel, AIA, LEED AP</b>	Construction Manager
<b>Samuel E Flinkström, EIT</b>	Construction Project Engineer
<b>Jason Tallant, C.E.M.</b>	Project Manager
<b>Carrie Grigsby</b>	Senior Project Coordinator
<b>Daniel Slayyeh, PE</b>	Resident Engineer/Construction Manager
<b>Ivan Mendoza</b>	Public Works Observer
<b>Alex Chandhok</b>	Senior Public Works Observer

## Attachment A: Sample Forms

- Daily Report
- Employee Interview Form (Certified Payroll Verification)
- Weekly Report
- Extra Work Report
- Monthly Quantity Sheet for Payment

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**EQUIPMENT**

J&H- 1-International Flatbed Truck 1-JD 210K Skidloader 1-Cat 272D Skid Steer 1-F350 Crew Truck 2-Pick up Trucks 1-Street Sweeper  
Pavement Recycling - Wirtgen Wi40 Cold Milling Machine 1- Semi Tractor Truck w/low bed trailer

**VISITORS**

TIME	NAME	REPRESENTING	REMARKS
11:30am	Raj Singh	Caltrans	

**CONSTRUCTION ACTIVITIES**

7:00- J&H this morning has traffic control in place on Mountain View St. 2nd St to 4th St. J&H has their subcontractor Pavement Recycling cold milling the existing pavement 1.5 inches per the revised Approved Plan, which includes full width milling per Roxanne Hughes, City Engineer. They have started on the east side of the street, working north. Met with Bill Winfrey, J&H, to review today's schedule and to review the cold mill limits on B St. at Hwy 126. I also pointed out that the NO PARKING SIGNS are posted too far in advance. Bill stated that he will correct these signs today. We then went to B St. as Bill pointed out that the existing homerun signal detention loops for east bound traffic at the southwest corner will be affected per the approved cold mill limits. I sent a photo of the loops to Roxanne Hughes, City Engineer, suggesting that we move the milling limits over approx. 2 feet to avoid the loops. Roxanne Hughes approved this request as she stated to proceed and also to contact Raj Singh, Caltrans Permit Inspector.

10:00- J&H continues cold milling on Mountain View St. Work appears to be going slow even with ten super 10 dump trucks hauling off the grindings.

11:30- Raj Singh Caltrans onsite to review the east bound home run loops at Hwy 126 and B St. Raj also agreed to move the cold mill limits back 2 feet wch is approx. mid point of the curb return as we painted out new limits, straight across this intersection. J&H are completing the full width cold mill on Mountain View as they are setting up traffic control on Hwy 126 and B St. Bill Winfrey told Raj Singh that the cold milling for this street will not finish by 3:00pm per the working hours of the Caltrans Permit. Raj Singh stated that they can work past 3pm and to get the milling done for this street.

1:00- 5:30- J&H cold milling B St, full width per City Engineer, from Hwy 126 to River St. J&H while cold milling, encountered minor patches of petro mat on the east side of the street. This will be from approx. 60 feet south of Hwy 126 to River St.

5:15- J&H completed cold milling for the day and have the street sweeper cleaning up this area.

5:30- J&H opened B St to traffic. Took photos of today's work progress.



## Employee Interview Form (Certified Payroll Verification)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION <b>EMPLOYEE INTERVIEW: LABOR COMPLIANCE / EEO</b> CEM 2504 (REV 6/1999) (Front) CT#7541-3512-3		<b>ADA Notice</b> <small>For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 263-2041 or TDD (916) 263-2044 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.</small>	
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <b>CONFIDENTIAL</b>  <small>This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.</small> </div>		CONTRACT NO. _____  FED. NO. _____	
INSTRUCTIONS – SEE REVERSE SIDE			
<b>1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review)</b>			
EMPLOYEE NAME		LABOR CLASSIFICATION	
MINIMUM BASE WAGE PER CONTRACT	BASE RATE	FRINGE BENEFITS	
MINIMUM BASE WAGE PER PAYROLL (if available)	BASE RATE	FRINGE BENEFITS	
EMPLOYER		PRIME CONTRACTOR ON THE PROJECT (IF SAME, SO STATE)	
WORK BEING PERFORMED AT TIME OF INTERVIEW			
<b>2. QUESTIONS TO BE ASKED OF EMPLOYEE</b>			
A. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER?		HOW LONG ON THIS PROJECT?	
B. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK			
C. WHAT IS YOUR WAGE? (Include Base Rate and Fringe Benefits, Compare to Payroll)		DO YOU KEEP A RECORD OF THE HOURS YOU WORK?	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
D. DO YOU WORK OVERTIME?		ARE YOU PAID TIME AND ONE-HALF FOR OVERTIME?	IF NO, EXPLAIN
<input type="checkbox"/> FREQUENTLY <input type="checkbox"/> SOMETIMES <input type="checkbox"/> NEVER		<input type="checkbox"/> YES <input type="checkbox"/> NO	
E. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTERS ON THE PROJECT?		HAVE YOU SEEN THOSE POSTERS?	IF NO, EXPLAIN
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
F. ARE YOU AWARE OF THE CONTRACTOR'S EEO POLICIES?		DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS?	HOW OFTEN?
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
WHO CONDUCTS THE MEETINGS?		WHO IS THE EEO OFFICER FOR YOUR EMPLOYER?	WHO IS THE EEO OFFICER FOR THE PROJECT?
G. ARE YOU INTERESTED IN / OR HAS YOUR EMPLOYER INFORMED YOU OF UPGRADING AND TRAINING POSSIBILITIES?		IF YES, PLEASE EXPLAIN	
<input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>3. ADDITIONAL QUESTIONS FOR OWNER OPERATORS</b>			
A. EQUIPMENT DESCRIPTION		TRUCK LICENSE NO.	TRUCK (CAL-T) NO.
HOURLY RATE (Fully operated and maintained) \$	BASE EQUIPMENT RATE \$	ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE? <input type="checkbox"/> HOURLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY	
B. DO YOU OWN THE EQUIPMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		MAY I SEE YOUR CERTIFICATE OF OWNERSHIP? (Interviewer notes response) <input type="checkbox"/> YES <input type="checkbox"/> NO	
LEGAL OWNER		REGISTERED OWNER	
<b>4. EMPLOYEE COMMENTS</b> DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? BE SPECIFIC.		<b>5. INTERVIEWER'S COMMENTS</b>	
INTERVIEWER'S SIGNATURE		DATE	PAYROLL REVIEWER'S SIGNATURE
			DATE



**EMPLOYEE INTERVIEW: LABOR COMPLIANCE / EEO**

CEM 2504 (REV 6/1999) (Back) CT#7541-3512-3

***DIRECTIONS TO INTERVIEWER***

1. *Fill in Section 1 from payroll records, if available, after interview.*
2. *Fill in Section 2 completely. Does not apply to owner operators.*
3. *Fill in Section 3 completely.*
4. *Employee comments in Section 4 are optional.*
5. *Interviewer comments on findings and recommends further action to be taken in Section 5. Attach additional sheets if necessary.*





Ayala Widening  
08-SBD HSIPL 5205-  
022

## Construction Progress Report

To: Hector Gonzalez  
From: Chris Baca & Barry Knutson  
Date: 6-30-17

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This report provides a summary of the status of the Ayala Widening Project through 5-12-17. This summary addresses the following:

**1. Completed work items:**

- Completed Installation of Storm Drain
- Completed installation of curb/gutter in Ayala
- Completed concrete improvements – North Jerry Eaves Park Entrance
- Completed concrete improvements – South Jerry Eaves Park Entrance
- Completed bus pad S/E/C Ayala and Base Line
- Finished subgrade in both east and west side of Ayala from Base Line to Renaissance.
- Street Light conduit installation
- Traffic signal foundations are complete
- Traffic signal modifications at Renaissance Parkway and Ayala
- Completed additional CB at St. 22+00
- Provided access to south Jerry Eaves parking lot entrance
- Completed base paving the outside lanes between Base Line and Renaissance.
- Sidewalk is complete except for fill-ins around existing vaults and at Base Line Ayala.
- Completed paving of Jerry Eaves parking lot.
- Placement of median curb
- Placement of base grade from Base Line to Renaissance
- Asphalt removals for new medians and pavement section in Ayala
- Temporary striping of Ayala
- Installation of median trees/palms
- Chain link fence installation
- Curb at new south parking lot
- Paved south parking lot
- Installation and energizing of all new SCE cabinets

**Contractor is currently working on:**

- Traffic signal at Ayala and Lieske.
- Back-filling medians and working on irrigation
- Installing landscape around new south parking lot
- Removals of outside lanes at Ayala and Base Line
- Completion of Island No. 6
- Electrical at new south parking lot (lights)

**2. Payment Request Status: As of Payment No. 10**

Original Contract Amt.	Approved Change Orders	Total Current Contract	Invoices Approved to Date	Remaining to Finish	Retention to Date (Incl. current App.)
\$5,140,814.00	\$184,095.11	\$5,324,909.11	\$4,166,466.56	\$1,158,442.55	\$208,323.33

**3. Change Order Status –**

- See attached PCO Log, CCO No. 1 was submitted to the City on 10-27-16 and payment was included on Progress Payment No. 5.
- CCO No. 2 was submitted to the City of Processing. (Update 2-24-17) Signed CCO was returned to the Contractor. (Update 4-14-17) CCO No. 2 was included on payment no. 9.
- 3-22-17 – PCO LOG was updated to include possible construction of new Jerry Eaves Parking Lot.
- CCO No.3 – CCO No. 3 was approved by Council at 4-25-17 meeting. (Update 5-26-17) TIA submitted by contractor, 40 days added to the project via CCO NO. 3.

Contract Budget	Contingency with approved CCO's	Estimated PCO Amounts	Estimated Cost to Complete (As of 3-28-17)	Estimated Over/Under Final Budget with Contingency
\$5,223,736.00	\$712,697.17	\$652,172.73	\$5,875,908.73	(Under) \$60,524.44

- 4. RFI –** See attached RFI Log - As of 2-03-17, there are three open RFI.
- a. RFI No. 31 – SCE vault adjustment - SCE has yet to provide a schedule for the adjustment of their vaults.
  - b. RFI No. 32 – AT&T – AT&T has yet to provide a schedule for the relocation of their facilities. (Update 4-21-17) AT&T engineer has scheduled the relocation of the facilities for May 22, 2017.

5. **Schedule Update** – The project is currently on schedule and 39 additional days have been added to the project. The latest working day statement is attached to this report. There are no critical path issues at this time.

Original Working Days	Days Added	Total Revised Working Days	Original Completion Date	Revised Completion Date	Percent Complete
210	81	291	5-12-17	9-25-17	79%

6. **Critical Schedule Issues:** None at this time. Contractor is working on Base Line/Ayala intersection and the new south parking lot.
7. **Critical Project Issues:** None
8. **Utility Issues:** Waiting on AT&T to remove their facilities from the existing pole at the N/W/C of Ayala and Base Line. SCE has yet to submit their final schedule for the adjustments of their vaults. (Update 4-28-17) AT&T is scheduled to remove and relocate their facilities by May 29, 2017.
9. **Construction Management Budget: As of 6-30-17**

Original Budget	Amendments	Total Revised	Amount to Date	Amount Remaining	Percent Complete
\$333,520.00	\$70,356.00	\$403,876.00	\$341,311.25	\$62,565.00	84%

Respectfully submitted,  
**WILLDAN ENGINEERING**

Chris Baca  
*Willdan Construction Manager*

Enclosures: Working Day Statement, PCO Log, RFI Log

Report No. 49

Agency: City of Rialto

Job Number: 106213

Project No:

90804

To: Hillcrest  
Contractor

Name: Ayala Widening - 08-SBD-Rialto HSIPL 5205 (022)

The following statement shows the number of working days charged to your contract for the period ending: 6/30/2017

- A. Working day
- B. Non-working day because weather or weather conditions (Explain)
- C. Non-working day because of utility relocation and/or alteration (Explain)
- D. Non-working day because of: FILL-IN EXPLANATION BELOW

DATE	DAY	CODE	EXPLANATION
6/26/17	MON.	A	Working at Base Line/Ayals outside lanes, median landscape, cobble rock.
6/27/17	TUES.	A	Working at Base Line/Ayals outside lanes, median landscape, cobble rock.
6/28/17	WED.	A	Working at Base Line/Ayals outside lanes, median landscape, cobble rock.
6/29/17	THURS.	A	Working at Base Line/Ayals outside lanes, median landscape, cobble rock.
6/30/17	FRI.	A	Working at Base Line/Ayals outside lanes, median landscape, cobble rock.

REMARKS: Controlling Item: Base Line/Ayals intersection work.

FIRST WORKING DAY: 7/25/2016

SPECIFIED DATE FOR COMPLETION: 5/12/2017

1	Working days specified in the contract		210
2	Working days at the beginning of this period:	225	
3	Working days this period:	5	
4	Working days to date, including this period (2+3)	230	230
5	Time extensions approved to date (Code B,C,D)	36	
6	Time extensions approved to date CCO's 2&3	45	
7	Time extensions approved to date (Other)	0	
8	Total time extensions approved to date (5+6+7)	81	81
9	Working days remaining to complete the contract (1 - 4 + 8)		61

Revised completion date: September 25, 2017

Chris Baca

Construction Manager

NOTE: The Contractor will be allowed fifteen (15) working days in which to protest in writing the correctness of this statement. Otherwise this statement will be deemed to have been accepted by the Contractor as correct.

cc:Contractor, Field File, Resident Engineer, Project Manager

652,172.73	622,396.90	118,765.23
5,936,433.17	5,936,433.17	5,936,433.17
5,223,736.00	5,223,736.00	5,223,736.00
150,000.00	150,000.00	150,000.00
562,697.17	562,697.17	562,697.17
-85,524.44	-90,300.27	-52,831.94



**RFI LOG**  
**Job No. 9804**  
**Federal Nc 08-SBD-Rialto HSIPL 5205**

City of: **Rialto**  
 Project: **Ayala**

Project Manager: **Hector Gonzalez**

Updated  
 5/11/2017

Date Rec'd	RFI NO.	Description	Ref. Spec. Section	Contr. Trans No.	No. Copies Rec'd	Fwd'd to	Date Fwd'd	Date Rec'd to Contr'	No. Copies Ret'd	Comments
06/22/16	1.0	Edison Vault		1.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	2.0	Flood Iron Fence		2.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	3.0	Edison Light		3.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	4.0	Grade Issue		4.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	5.0	Fiber Optic		5.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	6.0	Bid Item #16 Increase		6.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	7.0	Flood Iron Fence		7.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	8.0	BMP Removal		8.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	9.0	Valve adjustments		9.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/22/16	10.0	Driveways at retention bush		10.0	1	Designer	6/23/2016	06/25/16	1	E-Mailed to Darcy
06/28/16	11.0	Gra - TR and TRW Grooves		11.0	1	Designer	6/28/2016	06/30/16	1	E-Mailed to Darcy
07/13/16	12.0	Conflict with W Fence and monument Sign		12.0	1	Designer	7/13/2016	07/22/16	1	Discussed at 7:21 weekly meeting. Fence will be extended. Exact Lay-out yet to be determined.
07/19/16	13.0	Installation of curb adjacent to new walk		13.0	1	Designer	7/19/2016	07/22/16	1	Discussed at 7:21 weekly meeting. Damaged sidewalk to be removed.
07/19/16	14.0	Ayala		14.0	1	Designer	7/19/2016	08/05/16	1	E-Mailed to Darcy
07/19/16	15.0	Ayala		15.0	1	Designer	7/19/2016	08/05/16	1	E-Mailed to Darcy
07/19/16	16.0	Ayala		16.0	1	Designer	7/19/2016	08/05/16	1	E-Mailed to Darcy
07/19/16	17.0	Ayala		17.0	1	Designer	7/19/2016	08/05/16	1	E-Mailed to Darcy
8/8/2016	18.0	Irrigation at Park Entrance		18.0	1	Designer	8/8/2016	8/15/2016	1	E-Mailed to Darcy
8/8/2016	19.0	Side		19.0	1	Designer	8/8/2016	8/15/2016	1	E-Mailed to Darcy
8/16/2016	20.0	Pole Lay-out		20.0	1	City	8/16/2016	8/15/2016	1	E-Mailed to Darcy
9/19/2016	21.0	SCE Vault		21.0	1	City & GS	9/21/2016	9/22/2016	1	Reconfigure curb to go around vault.
9/19/2016	22.0	Fire Hydrant - Note 38		22.0	1	City & GS	9/21/2016	10/4/2016	1	Move hydrant 10' to the west.
9/20/2016	23.0	13-40 interfering water line		23.0	1	City	9/21/2016	10/4/2016	1	Line moved behind ROW
9/27/2016	24.0	Loading Bull Box		24.0	1	City	9/28/2016	10/28/2016	1	E-Mailed to Darcy
10/18/2016	25.0	Existing sign pole		25.0	1	City	10/18/2016	10/28/2016	1	E-Mailed to Darcy - requested location of new conduit.
11/17/2016	26.0	Parking Lot Light Foundation		26.0	1	City	11/17/2016	11/29/2016	1	See SC Plan No. 9C-302
3/16/2017	26.61	Parking Lot Light Foundation		26.61	1	Designer	3/17/2017	3/24/2017	1	E-Mailed contractor revised detail.
11/17/2016	27.0	Irrigation Main line		27.0	1	City	11/17/2016	12/2/2017	1	Contractor to construct irrigation sleeve - CCD No. 2
11/17/2016	28.0	Sewage Wall		28.0	1	City	12/17/2016	12/2/2017	1	Contractor to construct slough wall - CCD No. 2
2/1/2017	29.0	Parking Lot Asphalt Section		29.0	1	City	1/4/2017	3/14/2017	1	Contractor to fill low spots and pave per plan.
2/1/2017	30.0	SCE Pole Relocation		30.0	1	City	1/4/2017	2/8/2017	1	E-Mailed to Contractor
2/1/2017	31.0	Miscellaneous Vaults		31.0	1	City	1/4/2017	2/8/2017	1	
2/1/2017	32.0	M&T		32.0	1	City	1/4/2017			
3/17/2017	33.0	Fitzgerald SCE Pedestal		33.0	1	City	3/20/2017	3/20/2017	1	Pedestal shall be dual meter and feed both street lighting and irrigation.
3/17/2017	34.0	SCE Pedestal Addresses		34.0	1	City	3/17/2017	4/25/2017	1	Contractor provides with correct addresses and permits.
5/11/2017	N/A	Filler Fabric - South Parking Lot		N/A	1	Designer	5/12/2017	6/7/2017	1	E-mailed to Darcy. City decided against fabric.
		CCC No. 3								

# Extra Work Report

Avalon Wastewater - 08-380-Heale-BSP-1200 (002) POTENTIAL CHANGE ORDER (PCO) LOG									
ACO No.	Contractor PCO No.	Date of Request	Submitted by	Item Description	Compensation	Estimated Cost	Contractor Estimate	Actual Cost	Approved Work (DW)
1					BL - 16	\$ 7,700.00	\$ 2,700.00	\$ -	A
2	COR 001	7/25/2016	City	Borrow additional 3 Trees	LS	\$ 1,249.55	\$ 1,249.55	\$ 1,249.55	A
3	COR 003	8/2/2016	City	Color change for retaining wall Block	LA	\$ 8,749.85	\$ 8,749.85	\$ 8,749.85	A
4	COR 004	8/2/2016	City	Color change for retaining wall Block	LA	\$ 8,749.85	\$ 8,749.85	\$ 8,749.85	A
5	COR 005 & 003	8/2/2016	City	Remove 2x6 and 2x4 and install 2x6 and 2x4	LS	\$ 17,548.18	\$ 17,548.18	\$ 17,548.18	A
6	COR No. 4	8/2/2016	City	LED Parking Lot Light Upgrade	LS	\$ 1,395.61	\$ 1,395.61	\$ 1,395.61	N
7	COR No. 9	8/2/2016	City	Reconnect 120V Irrigation at 121	TM	\$ 11,472.23	\$ 11,472.23	\$ 11,472.23	N
8	COR No. 9	10/4/2016	City	Remove and Replace Liasse X Gutter	BL	\$ 6,500.00	\$ 4,800.00	\$ -	N
9	COR No. 9	10/4/2016	Contractor	Install New Sewer Lateral	TM	\$ 3,497.67	\$ 4,800.00	\$ 3,497.67	N
10	QUOTE 2875	11/9/2016	City	Blough Wall - Retaining Out	LS	\$ 9,204.50	\$ 8,800.00	\$ 8,204.00	N
11		11/9/2016	City	Relocate irrigation main at S&E/C Cedar & Ayala	LS	\$ 24,888.00	\$ 4,500.00	\$ 24,888.00	N
12	COR No. 32	11/9/2016	City	Parking Lot Light Relocation - North Park Entrance	TM	\$ 5,500.00	\$ 14,309.11	\$ 14,309.11	N
13		11/18/2016	Contractor	ECG work at Fitzgerald and Ayala	LS	\$ 49,747.32	\$ 55,000.00	\$ 49,747.32	N
14		11/22/2016	City	ECG work at Fitzgerald and Ayala	LS	\$ -	\$ -	\$ -	N
15		12/5/2016	City	Additional CR at St. 21+00	BL	\$ 11,469.51	\$ 10,000.00	\$ 11,469.51	N
16		12/5/2016	City	Normal Driveway Lot - 21m Asphalt	TM	\$ -	\$ -	\$ -	N
17		1/5/2017	City	Blue Pave	BL	\$ 21,000.00	\$ 11,392.00	\$ 11,392.00	N
18		3/17/2017	City	Soil/Bank Backing Lot	BL	\$ -	\$ -	\$ -	N
19	COR No. 15	4/4/2017	City	Temp Striping	LS	\$ 7,500.00	\$ 6,989.54	\$ 6,989.54	N
20	COR NO. 37	5/2/2017	Contractor	Irrigation Controller	LS	\$ -	\$ 3,217.33	\$ -	N
21		6/2/2017	Contractor	Install additional sidewalk between pavilion and parking lot	TM	\$ -	\$ 1,698.35	\$ 1,698.35	N
22	COR No. 19	7/1/2017	Contractor	1-SPEART Concrete \$11.00 per yard	LS	\$ 3,000.00	\$ 1,698.35	\$ 1,698.35	N
23									
24	COR NO. 19	7/17/2017	Contractor	Cedar SCE Mew (consult & conductors)	LS	\$ 7,600.00	\$ 7,600.46	\$ 7,600.46	N
25	COR No. 17	7/21/2017	Contractor	Cost for materials reconstruction material only	TM	\$ 1,000.00	\$ 790.21	\$ 790.21	N
26									
27	Revised COR No. 21	8/1/2017	Contractor	Base Line Median Near Cable Block	TM	\$ 10,500.00	\$ 9,432.32	\$ 9,432.32	N
28	COR No. 23	8/1/2017	Contractor	Temp Strip Bars for Turn-on	LS	\$ -	\$ 1,142.00	\$ 1,142.00	N
29									
30	COR No. 22	8/1/2017	Contractor	False Gully for manhole at Base Line	LS	\$ -	\$ -	\$ -	N
31	COR No. 25	8/1/2017	Contractor	On back slope at SCE vault	LS	\$ 1,898.00	\$ 1,898.00	\$ 1,898.00	N
32	COR No. 24	8/1/2017	Contractor	On back slope at SCE vault	LS	\$ 600.00	\$ 600.00	\$ 600.00	N
33									
34	COR No. 27	8/2/2017	Contractor	Additional Lockable Box Covers	LS	\$ -	\$ -	\$ -	N
35									
36	COR No. 27	8/2/2017	Contractor	Cost plan removal of existing underground utilities	TM	\$ 3,876.00	\$ 3,876.00	\$ 3,876.00	N
37	COR No. 28	8/2/2017	Contractor	Additional Traffic Control	TM	\$ -	\$ 3,443.74	\$ 3,443.74	N
38	COR No. 29	8/2/2017	Contractor	Wedge Difference - Park COO No. 3	TM	\$ 11,281.90	\$ 11,281.90	\$ 11,281.90	N
39									
40	COR No. 33	10/2/2017	Contractor	Additional Striping Move in	TM	\$ -	\$ 1,060.00	\$ -	N







**RE ESTIMATE**

Description of work performed: Set-Up Detour & Maintain  
 Date work was performed:

Project: Ayala Widening  
 Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
Laborer	24	\$62.67	\$1,504.08
Roller Operator	0	\$83.94	\$0.00
Foreman AC	0	\$90.62	\$0.00
Shoveler	0	\$70.24	\$0.00
General Foreman	0	\$87.87	\$0.00
Raker	0	\$70.24	\$0.00
TOTAL			\$1,504.08
Mark-up 20%			\$300.82
TOTAL			\$1,804.90
Surcharge 17%			\$306.83
LABOR TOTAL			\$2,111.73

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Truck	0	\$20.00	\$0.00
Skip	0	\$145.00	\$0.00
Crew Truck	0	\$50.00	\$0.00
Roller	0	\$40.00	\$0.00
Ten Wheeler	0	\$85.00	\$0.00
Cold Miller	0	\$400.00	\$0.00
Truck	0	\$0.00	\$0.00
TOTAL			\$0.00
Mark-up 15%			\$0.00
TOTAL			\$0.00
EQUIPMENT TOTAL			\$0.00

MATERIALS	AMT	COST	TOTAL AMOUNTS
Signs	1	\$150.00	\$150.00
	0	\$0.00	\$0.00
TOTAL			\$150.00
Mark-up 15%			\$22.50
TOTAL			\$172.50
EQUIPMENT TOTAL			\$172.50

TOTAL LABOR	\$2,111.73
TOTAL EQUIPMENT	\$0.00
TOTAL MATERIALS	\$172.50
subtotal	\$2,284.23
BOND 1%	\$22.84
GRAND TOTAL	\$2,307.07

NOTES:

RE ESTIMATE

Description of work performed: Purchase specialty signs  
Date work was performed:

Project: Ayala Widening  
Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
Laborer	0	\$62.67	\$0.00
Roller Operator	0	\$83.94	\$0.00
Foreman AC	0	\$90.62	\$0.00
Shoveler	0	\$70.24	\$0.00
General Foreman	0	\$87.87	\$0.00
Raker	0	\$70.24	\$0.00
TOTAL			\$0.00
Mark-up 20%			\$0.00
TOTAL			\$0.00
Surcharge 17%			\$0.00
LABOR TOTAL			\$0.00

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Truck	0	\$20.00	\$0.00
Skip	0	\$145.00	\$0.00
Crew Truck	0	\$50.00	\$0.00
Roller	0	\$40.00	\$0.00
Ten Wheeler	0	\$85.00	\$0.00
Cold Miller	0	\$400.00	\$0.00
Truck	0	\$0.00	\$0.00
TOTAL			\$0.00
Mark-up 15%			\$0.00
TOTAL			\$0.00
EQUIPMENT TOTAL			\$0.00

MATERIALS	AMT	COST	TOTAL AMOUNTS
Signs	1	\$4,500.00	\$4,500.00
	0	\$0.00	\$0.00
TOTAL			\$4,500.00
Mark-up 15%			\$675.00
TOTAL			\$5,175.00
EQUIPMENT TOTAL			\$5,175.00

TOTAL LABOR	\$0.00
TOTAL EQUIPMENT	\$0.00
TOTAL MATERIALS	\$5,175.00
subtotal	\$5,175.00
BOND 1%	\$51.75
GRAND TOTAL	\$5,226.75

RE ESTIMATE

Description of work performed: Install 12" HDPE ITEM No. 9

Date work was performed:

Project: Ayala Widening

Work Performed By: Hillcrest

Item No. 9

CCO NO. 4

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
3 Laborer	8	\$53.40	\$427.20
Foreman	0	\$87.29	\$0.00
Operator	8	\$84.68	\$677.44
Pipe Layer	8	\$66.55	\$532.40
TOTAL			\$1,637.04
Mark-up 20%			\$327.41
TOTAL			\$1,964.45
Surcharge 17%			\$333.96
LABOR TOTAL			\$2,298.40

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Backhoe	24	\$125.00	\$3,000.00
			\$0.00
TOTAL			\$3,000.00
Mark-up 15%			\$450.00
TOTAL			\$3,450.00
EQUIPMENT TOTAL			\$3,450.00

MATERIALS	AMT	COST	TOTAL AMOUNTS
			\$0.00
			\$0.00
TOTAL			\$0.00
Mark-up 15%			\$0.00
TOTAL			\$0.00
EQUIPMENT TOTAL			\$0.00

TOTAL LABOR	\$2,298.40
TOTAL EQUIPMENT	\$3,450.00
TOTAL MATERIALS	\$0.00
subtotal	\$5,748.40
BOND 1%	\$57.48
GRAND TOTAL	\$5,805.89

NOTES:

# ESTIMATE OF EXTRA WORK

## RE ESTIMATE

Description of work performed: Survey Estiamte CCO NO. 1, ITEM 1  
Date work was performed: to

Project: Ayala Widening  
Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
Two Person Crew	8	\$255.00	\$2,040.00
Laborer	0	\$65.00	\$0.00
		TOTAL	\$2,040.00
		Mark-up 20%	\$408.00
		TOTAL	\$2,448.00
		Surcharge 17%	\$416.16
		LABOR TOTAL	\$2,864.16

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Pick up Truck	0	\$0.00	\$0.00
		TOTAL	\$0.00
		Mark-up 15%	\$0.00
		TOTAL	\$0.00
		EQUIPMENT TOTAL	\$0.00

MATERIALS	HOURS	HOURLY RATE	TOTAL AMOUNTS
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
		TOTAL	\$0.00
		Mark-up 15%	\$0.00
		TOTAL	\$0.00
		EQUIPMENT TOTAL	\$0.00

TOTAL LABOR	\$2,864.16
TOTAL EQUIPMENT	\$0.00
TOTAL MATERIALS	\$0.00
subtotal	\$2,864.16
BOND 1%	\$28.64
GRAND TOTAL	\$2,892.80



RE ESTIMATE

Description of work performed: AC Repair  
 Date work was performed: to

Project: Brea - Lambert  
 Work Performed By: AAA

REPORT # 1

CCO NO. TBD

Estimate based on two days of work with plate.

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
2 Laborer	32	\$62.67	\$2,005.44
Foreman	16	\$87.87	\$1,405.92
Operator	8	\$83.94	\$671.52
TOTAL			\$4,082.88
Mark-up 20%			\$816.58
TOTAL			\$4,899.46
Surcharge 17%			\$832.91
LABOR TOTAL			\$5,732.36

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Bobcat with grinder (operated)	8	\$145.00	\$1,160.00
Roller	8	\$125.00	\$1,000.00
Arrow Board	1	\$250.00	\$250.00
Dump	18	\$85.00	\$1,360.00
Plate	1	\$650.00	\$650.00
TOTAL			\$4,420.00
Mark-up 15%			\$663.00
TOTAL			\$5,083.00
EQUIPMENT TOTAL			\$5,083.00

MATERIALS	AMT	Cost	TOTAL AMOUNTS
Slurry	2	\$80.00	\$160.00
Asphalt	1	\$300.00	\$300.00
TOTAL			\$460.00
Mark-up 15%			\$69.00
TOTAL			\$529.00
EQUIPMENT TOTAL			\$529.00

TOTAL LABOR	\$5,732.36
TOTAL EQUIPMENT	\$5,083.00
TOTAL MATERIALS	\$529.00
subtotal	\$11,344.36
BOND 1%	\$113.44
GRAND TOTAL	\$11,457.81

**RE ESTIMATE**

Description of work performed: Remove Headwall

Date work was performed:

Project: Ayala Widening

Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
3 Laborer	24	\$62.67	\$1,504.08
Foreman	8	\$87.87	\$702.96
Operator	8	\$83.94	\$671.52
		TOTAL	\$2,878.56
		Mark-up 20%	\$575.71
		TOTAL	\$3,454.27
		Surcharge 17%	\$587.23
		LABOR TOTAL	\$4,041.50

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Backhoe	8	\$125.00	\$1,000.00
End Dump	8	\$125.00	\$1,000.00
		TOTAL	\$2,000.00
		Mark-up 15%	\$300.00
		TOTAL	\$2,300.00
		EQUIPMENT TOTAL	\$2,300.00

MATERIALS	HOURS	HOURLY RATE	TOTAL AMOUNTS
DUMP FEES	1	\$1,200.00	\$1,200.00
	0	\$0.00	\$0.00
		TOTAL	\$1,200.00
		Mark-up 15%	\$180.00
		TOTAL	\$1,380.00
		EQUIPMENT TOTAL	\$1,380.00

TOTAL LABOR	\$4,041.50
TOTAL EQUIPMENT	\$2,300.00
TOTAL MATERIALS	\$1,380.00
subtotal	\$7,721.50
BOND 1%	\$77.21
GRAND TOTAL	\$7,798.71

NOTES:



**RE ESTIMATE**

Description of work performed: Remove CMP

Date work was performed:

Project: Ayala Widening

Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
3 Laboror	72	\$62.62	\$4,508.64
Foreman	24	\$76.09	\$1,826.16
Operator	24	\$84.68	\$2,032.32
		TOTAL	\$8,367.12
		Mark-up 20%	\$1,673.42
		TOTAL	\$10,040.54
		Surcharge 17%	\$1,706.89
		LABOR TOTAL	\$11,747.44

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Backhoe	24	\$125.00	\$3,000.00
End Dump	24	\$125.00	\$3,000.00
		TOTAL	\$6,000.00
		Mark-up 15%	\$900.00
		TOTAL	\$6,900.00
		EQUIPMENT TOTAL	\$6,900.00

MATERIALS	HOURS	HOURLY RATE	TOTAL AMOUNTS
DUMP FEES	1	\$2,800.00	\$2,800.00
	0	\$0.00	\$0.00
		TOTAL	\$2,800.00
		Mark-up 15%	\$420.00
		TOTAL	\$3,220.00
		EQUIPMENT TOTAL	\$3,220.00

TOTAL LABOR	\$11,747.44
TOTAL EQUIPMENT	\$6,900.00
TOTAL MATERIALS	\$3,220.00
subtotal	\$21,867.44
BOND 1%	\$218.67
GRAND TOTAL	\$22,086.11

NOTES: Expected to take at least two days to remove.



RE ESTIMATE

Description of work performed: Remove CMP  
Date work was performed:

Project: Ayala Widening  
Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
3 Laborer	72	\$53.40	\$3,844.80
Foreman	24	\$87.29	\$2,094.96
Operator	24	\$84.68	\$2,032.32
Pipe Layer	24	\$66.55	\$1,597.20
TOTAL			\$9,569.28
Mark-up 20%			\$1,913.86
TOTAL			\$11,483.14
Surcharge 17%			\$1,952.13
LABOR TOTAL			\$13,435.27

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Backhoe	24	\$125.00	\$3,000.00
End Dump	24	\$125.00	\$3,000.00
TOTAL			\$6,000.00
Mark-up 15%			\$900.00
TOTAL			\$6,900.00
EQUIPMENT TOTAL			\$6,900.00

MATERIALS	AMT	COST	TOTAL AMOUNTS
DUMP FEES	1	\$450.00	\$450.00
Pipe	24	\$140.00	\$3,360.00
TOTAL			\$3,810.00
Mark-up 15%			\$571.50
TOTAL			\$4,381.50
EQUIPMENT TOTAL			\$4,381.50

TOTAL LABOR	\$13,435.27
TOTAL EQUIPMENT	\$6,900.00
TOTAL MATERIALS	\$4,381.50
subtotal	\$24,716.77
BOND 1%	\$247.17
GRAND TOTAL	\$24,963.94

NOTES:

LF \$178.31





RE ESTIMATE

Description of work performed: Street Repair  
Date work was performed:

Project: Ayala Widening  
Work Performed By: Hillcrest

REPORT # 1

CCO NO. 1

LABOR	HOURS	HOURLY RATE	TOTAL AMOUNTS
Laborer	16	\$62.67	\$1,002.72
Roller Operator	8	\$83.94	\$671.52
Foreman AC	8	\$90.62	\$724.96
Shoveler	8	\$70.24	\$561.92
General Foreman	8	\$87.87	\$702.96
Raker	8	\$70.24	\$561.92
TOTAL			\$3,523.04
Mark-up 20%			\$704.61
TOTAL			\$4,227.65
Surcharge 17%			\$718.70
LABOR TOTAL			\$4,946.35

EQUIPMENT	HOURS	HOURLY RATE	TOTAL AMOUNTS
Truck	8	\$20.00	\$160.00
Skip	8	\$145.00	\$1,160.00
Crew Truck	8	\$50.00	\$400.00
Roller	8	\$40.00	\$320.00
Ten Wheeler	8	\$85.00	\$680.00
Cold Miller	8	\$400.00	\$3,200.00
Truck	0	\$0.00	\$0.00
TOTAL			\$5,920.00
Mark-up 15%			\$888.00
TOTAL			\$6,808.00
EQUIPMENT TOTAL			\$6,808.00

MATERIALS	AMT	COST	TOTAL AMOUNTS
EMULSION	1	\$50.00	\$50.00
AC	50	\$55.00	\$2,750.00
TOTAL			\$2,800.00
Mark-up 15%			\$420.00
TOTAL			\$3,220.00
EQUIPMENT TOTAL			\$3,220.00

TOTAL LABOR	\$4,946.35
TOTAL EQUIPMENT	\$6,808.00
TOTAL MATERIALS	\$3,220.00
subtotal	\$14,974.35
BOND 1%	\$149.74
GRAND TOTAL	\$15,124.09

NOTES:



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## CITY OF RIALTO CONTRACT CHANGE ORDER

To: Hillcrest Contracting, Inc. PO Box 1898  Corona, CA 92878-7898	Date: October 24, 2016 Project No: 090804 08-SBD-RIALTOHSIPL 5205 (022) RFB No. 15-094 Project: Ayala Drive St. & Traffic Improvement Change Order No: 01 Purchase Order Account Number(s): 250-500-4312-3001-130801-05 Measure I Fund Account No.
Attn: Darcy Searle, Project Manager	

### CHANGES IN WORK:

This Contract Change Order No. 1 accommodates additional work, generally identified as:

**CCO#1, Item No. 1:** Contract Change Order No. 1, Item 1: As directed by the City Engineer, Hillcrest Contracting is directed to remove the existing 48" CMP in Ayala; eliminate the installation of the headwall, fencing, and rip-rap; install temporary 12" CMP line between the west side of Ayala to the east side receiving swale. The aforementioned work is to be completed pursuant to the City's attached memorandum dated August 17<sup>th</sup>, 2016.

**CCO#1, item No. 2:** Contract Change Order No. 1, Item 2: As directed by the City Engineer, Hillcrest Contracting is to delete the following contract work: Delete Bid Item No. 34 (Headwall), Bid Item No. 35 (Concrete Collar), Bid Item No. 37 (48" CMP), and Bid Item No. 38 (Stone Outlet). The aforementioned work was deleted pursuant to attached City memorandum dated August 17<sup>th</sup>, 2016.

**CCO#1, Item No. 3:** Contract Change Order No. 1, Item 3: As directed by the City Engineer, Hillcrest Contracting is directed to use light tan Orco block instead of the specified gray block.

**CCO#1, Item No. 4:** Contract Change Order No. 1, Item 4: As directed by the City Engineer, Hillcrest Contracting is directed to install the approved locking pull boxes. The locking pull boxes are to be installed in the sidewalk area only, the originally specified pull boxes are to be used in the planter area and buried 3" below finish surface.

**CCO#1, item No. 5:** Contract Change Order No. 1, Item 5: As directed by the City Engineer, Hillcrest Contracting is directed to remove and replace the interfering portions an unmarked 6" sewer lateral interfering with the installation of the Storm Drain Line "A".

**CCO#1, item No. 6:** Contract Change Order No. 1, Item 6: As directed by the City Engineer, is to relocate the existing private 7-11 RCV's located at the N/E/C of Base Line and Ayala to behind R.O.W. In addition, Hillcrest is to relocate existing irrigation line that interferes with the construction of the new curb at the S/E/C of Base Line and Cedar. The placement of the line and RCV's will be determined in the field by the field engineer.

### CHANGES IN COST:

**CCO#1, Item 1:** Contractor was directed to remove the existing 48" CMP drainage line in Ayala and all other appurtenances associated with said line. In addition, the work included the full closure of Ayala, between

Renaissance and Lieske, and the installation of a temporary 12" drain line, between the new west side catch basin and the east side drainage swale. Compensation for said work shall be in accordance with Contractor's cost proposal identified as COR #002, attached. The total lump sum cost associated with this item of work shall be \$65,375.84. The aforementioned sum constitutes full compensation, including mark-ups, for the work described in this change order.

CCO#1, Item 2: The Contractor was directed to delete the following bid items: Delete Bid Item No. 34 (Headwall), Bid Item No. 35 (Concrete Collar), Bid Item No. 37 (48" CMP), and Bid Item No. 38 (Stone Outlet). The aforementioned work was deleted pursuant to attached City memorandum dated August 17<sup>th</sup>, 2016. Compensation for said work shall be in accordance with Contractor's cost proposal identified as COR #3, attached hereto. The total lump sum cost associated with this item of work shall be (-\$82,922.00). The aforementioned sum constitutes full compensation, including mark-ups, for the work described in this change order.

CCO#1, Item 3: The Contractor was directed to install light tan brick instead of the specified gray block for the retaining wall near the flood control district. Compensation for said work shall be in accordance with Contractor's cost proposal identified as COR #001, attached hereto. The total lump sum cost associated with this item of work shall be \$1,249.55. The aforementioned sum constitutes full compensation, including mark-ups, for the work described in this change order.

CCO#1, Item 4: Contractor was directed to install locking street light pull boxes within the new sidewalk. Compensation for said work shall be in accordance with Contractor's cost proposal identified as COR #005.0, attached hereto. The total lump sum cost associated with this item of work shall be \$5,743.85. The aforementioned sum constitutes full compensation, including mark-ups, for the work described in this change order.

CCO#1, Item 5: Contractor was directed to remove interfering portions of an unmarked 6" sewer line interfering with the construction of the Storm Drain Line "A". Compensation for said work shall be in accordance with Contractor's cost proposal identified as COR #008.0, attached hereto. The total lump sum cost associated with this item of work shall be \$3,431.61. The aforementioned sum constitutes full compensation, including mark-ups, for the work described in this change order.

CCO#1, Item 6: Contractor was directed to relocate the existing private 7-11 RCV's to behind sidewalk. In addition, the Contractor was directed to remove and relocate the existing 3" PVC irrigation mainline, located at the S/E/C of Cedar and Base Line, to behind the new R.O.W. The main-line relocation work includes relocation of the backflow device and tie-in into the existing main at the south end of the project. The exact location will be determined in the field by the field engineer. Compensation for said work shall be in accordance with Contractor's cost proposal identified as COR #009.0, attached hereto. The total lump sum cost associated with this item of work shall be \$11,473.23. The aforementioned sum constitutes full compensation, including mark-ups, for the work described in this change order.

CHANGES TO CONTRACT TIME:

The City agrees to grant an additional 0 Working Days to the contract time for the additional work identified on this Change Order No. 1.

REASONS FOR CHANGE:





**CCO#1, Item 1:** The original project design included leaving the existing CMP drain line in place; however, during construction it was discovered the existing line interfered with construction of the new road section and needed to be removed. In addition to the removal of the CMP lines, the Contractor was directed to eliminate the construction of the planned headwall and other appurtenant work.

**CCO#1, Item 2:** Refer to line item above, Item No. 2 included the credit for the deletion of the work associated with the removal of the 48" CMP line. Both proposals were reviewed and approved by the City Engineer/Director of Public Works prior to the start of the work.

**CCO#1, Item 3:** The plans called for the use of gray block in the construction of the retaining wall affronting the flood control channel, however, other walls in the vicinity utilized tan block and the City requested the Contractor use light tan block instead of the planned gray block.

**CCO#1, Item 4:** The original street light design utilized conventional pull boxes, but the City has experienced an increase in wire theft and requested the use of vandal proof pull boxes within the sidewalk area. Pull boxes located within the planter area will remain the originally specified boxes, but said boxes are to be installed 3" below the finish surface. The City has estimated a total of 16 locking pull boxes will be installed by the contractor.

**CCO#1, Item 5:** During the course the construction of Storm Drain Line "A", the Contractor encountered an unmarked 6" sewer lateral that interfered with the construction of the new line. The Contractor was directed to remove and replace the interfering portion of the line.

**CCO#1, Item 6:** The plans called for the existing private RCV's to remain in place, however, it was determined the RCV's were private and should be relocated to the within the 7-11 property located at the N/E/C of Ayala and Base Line. In addition, the existing irrigation main-line serving the greenbelt areas in Cedar, south of Base Line, and Base Line, east of Cedar, was pot-holed and found to be located within the new curb alignment. The City requested the line, and appurtenances, be moved to behind the new sidewalk. The relocated irrigation line was not shown on the plans nor marked by USA.

**SOURCE OF FUNDS:**

Funds are available in the following account(s):  
Transportation Development Impact Funds Account No. 250-500-4312-3001-130801-05  
Measure I Fund Account No. 201-500-4310-3001-130801-22

**SUMMARY OF COSTS:**

Original Contract Amount:	\$5,223,736.00	Original Completion	210 Working Days
This Change Order:	\$4,352.08	Days Added	0 Working Days
Previous Change Order(s):	\$ .00	Previous Days Added:	0 Working Days
Revised Contract Amount:	\$5,228,088.08	Revised Completion	210 Working Days

\*\*\*\* SIGNATURES ON NEXT PAGE \*\*\*\*

## Monthly Quantity Sheet for Payment

# Quantity Sheet

CITY OF RIALTO

**San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.**

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.

FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 01

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-27-16	San Bernardino Ave	112+73	126+25			20.09	172232
7-27-16	San Bernardino Ave	112+73	126+25			19.58	172233
7-27-16	San Bernardino Ave	112+73	126+25			19.60	172234
7-27-16	San Bernardino Ave	112+73	126+25			19.88	172235
7-27-16	San Bernardino Ave	112+73	126+25			19.84	172236
7-27-16	San Bernardino Ave	112+73	126+25			19.69	172237
7-27-16	San Bernardino Ave	112+73	126+25			19.54	172240
7-27-16	San Bernardino Ave	112+73	126+25			20.13	172241
7-27-16	San Bernardino Ave	112+73	126+25			20.03	172242
7-27-16	San Bernardino Ave	112+73	126+25			21.79	172243
7-27-16	San Bernardino Ave	112+73	126+25			19.81	172224
7-27-16	San Bernardino Ave	112+73	126+25			19.75	172245
7-27-16	San Bernardino Ave	112+73	126+25			19.75	172246
7-27-16	San Bernardino Ave	112+73	126+25			20.17	172247
7-27-16	San Bernardino Ave	112+73	126+25			20.02	172248
7-27-16	San Bernardino Ave	112+73	126+25			19.57	172249
7-27-16	San Bernardino Ave	112+73	126+25			19.63	172250
7-27-16	San Bernardino Ave	112+73	126+25			19.98	172251
7-27-16	San Bernardino Ave	112+73	126+25			19.93	172252
7-27-16	San Bernardino Ave	112+73	126+25			22.17	172253

Duane Soileau  
Project Inspector

7-29-16  
Reviewed by



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Proposal for On-Call Construction Management, Inspection & Materials Testing Services  
RFP No. 19057

# Quantity Sheet

CITY OF RIALTO

## San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.  
FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 02

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-27-16	San Bernardino Ave	112+73	126+25			19.59	172254
7-27-16	San Bernardino Ave	112+73	126+25			19.80	172255
7-27-16	San Bernardino Ave	112+73	126+25			20.14	172256
7-27-16	San Bernardino Ave	112+73	126+25			19.78	172257
7-27-16	San Bernardino Ave	112+73	126+25			21.02	172258
7-27-16	San Bernardino Ave	112+73	126+25			19.86	172259
7-27-16	San Bernardino Ave	112+73	126+25			19.51	172260
7-27-16	San Bernardino Ave	112+73	126+25			19.51	172261
7-27-16	San Bernardino Ave	112+73	126+25			19.82	172262
7-27-16	San Bernardino Ave	112+73	126+25			19.87	172264
7-27-16	San Bernardino Ave	112+73	126+25			22.13	172265
7-27-16	San Bernardino Ave	112+73	126+25			19.77	172266
7-27-16	San Bernardino Ave	112+73	126+25			19.60	172267
7-27-16	San Bernardino Ave	112+73	126+25			19.85	172268
7-27-16	San Bernardino Ave	112+73	126+25			19.86	172269
7-27-16	San Bernardino Ave	112+73	126+25			20.10	172270
7-27-16	San Bernardino Ave	112+73	126+25			19.63	172271
7-27-16	San Bernardino Ave	112+73	126+25			19.73	172272
7-27-16	San Bernardino Ave	112+73	126+25			19.71	172273
7-27-16	San Bernardino Ave	112+73	126+25			19.71	172274

Duane Soileau

Project Inspector

7-29-16

Reviewed by



# Quantity Sheet

CITY OF RIALTO

## San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.  
FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 03

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-27-16	San Bernardino Ave	140+00	152+68			21.75	172275
7-27-16	San Bernardino Ave	140+00	152+68			20.37	172276
7-27-16	San Bernardino Ave	140+00	152+68			20.06	172277
7-27-16	San Bernardino Ave	140+00	152+68			19.86	172278
7-27-16	San Bernardino Ave	140+00	152+68			19.88	172279
7-27-16	San Bernardino Ave	140+00	152+68			20.06	172280
7-27-16	San Bernardino Ave	140+00	152+68			19.74	172281
7-27-16	San Bernardino Ave	140+00	152+68			20.14	172282
7-27-16	San Bernardino Ave	140+00	152+68			19.86	172283
7-27-16	San Bernardino Ave	140+00	152+68			19.59	172284
7-27-16	San Bernardino Ave	140+00	152+68			19.60	172285
7-27-16	San Bernardino Ave	140+00	152+68			19.78	172286
7-27-16	San Bernardino Ave	140+00	152+68			21.85	172287
7-27-16	San Bernardino Ave	140+00	152+68			20.13	172288
7-27-16	San Bernardino Ave	140+00	152+68			20.07	172289
7-27-16	San Bernardino Ave	140+00	152+68			19.66	172290
7-27-16	San Bernardino Ave	140+00	152+68			19.74	172291
7-27-16	San Bernardino Ave	140+00	152+68			20.08	172292
7-27-16	San Bernardino Ave	140+00	152+68			20.26	172293
7-27-16	San Bernardino Ave	140+00	152+68			19.79	172294

Duane Soileau  
Project Inspector

7-29-16  
Reviewed by



COMPREHENSIVE.  
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TRUSTED.

Proposal for On-Call Construction Management, Inspection & Materials Testing Services  
RFP No. 19057



# Quantity Sheet

CITY OF RIALTO

## San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.

FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 04

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-27-16	San Bernardino Ave	140+00	152+68			19.76	172295
7-27-16	San Bernardino Ave	140+00	152+68			19.78	172296
7-27-16	San Bernardino Ave	140+00	152+68			19.75	172297
7-27-16	San Bernardino Ave	140+00	152+68			19.77	172298
7-27-16	San Bernardino Ave	140+00	152+68			21.67	172299
7-27-16	San Bernardino Ave	140+00	152+68			20.01	172300
7-27-16	San Bernardino Ave	140+00	152+68			20.06	172301
7-27-16	San Bernardino Ave	140+00	152+68			19.80	172302
7-27-16	San Bernardino Ave	140+00	152+68			19.85	172303
7-27-16	San Bernardino Ave	140+00	152+68			20.08	172304
7-27-16	San Bernardino Ave	140+00	152+68			19.68	172305
7-27-16	San Bernardino Ave	140+00	152+68			19.77	172306
7-27-16	San Bernardino Ave	140+00	152+68			19.80	172307
7-27-16	San Bernardino Ave	140+00	152+68			19.65	172308
7-27-16	San Bernardino Ave	140+00	152+68			19.97	172309
7-27-16	San Bernardino Ave	140+00	152+68			21.82	172310
7-27-16	San Bernardino Ave	140+00	152+68			20.23	172311
7-27-16	San Bernardino Ave	140+00	152+68			20.16	172312
7-27-16	San Bernardino Ave	140+00	152+68			19.86	172313
7-27-16	San Bernardino Ave	140+00	152+68			20.10	172314

Duane Soileau  
Project Inspector

7-29-16  
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COMPREHENSIVE.  
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TRUSTED.

Proposal for On-Call Construction Management, Inspection & Materials Testing Services  
RFP No. 19057

# Quantity Sheet

CITY OF RIALTO

## San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.

FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 05

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-27-16	San Bernardino Ave	140+00	152+68			19.88	172315
7-27-16	San Bernardino Ave	140+00	152+68			19.72	172316
7-27-16	San Bernardino Ave	140+00	152+68			19.63	172317
7-27-16	San Bernardino Ave	140+00	152+68			19.58	172318
7-27-16	San Bernardino Ave	140+00	152+68			19.75	172319
7-27-16	San Bernardino Ave	140+00	152+68			19.91	172320
7-27-16	San Bernardino Ave	140+00	152+68			19.84	172321
7-27-16	San Bernardino Ave	140+00	152+68			22.37	172322
7-27-16	San Bernardino Ave	140+00	152+68			19.89	172323
7-27-16	San Bernardino Ave	140+00	152+68			20.26	172324
7-27-16	San Bernardino Ave	140+00	152+68			19.89	172325
7-27-16	San Bernardino Ave	140+00	152+68			19.98	172326
7-27-16	San Bernardino Ave	140+00	152+68			19.60	172327
7-27-16	San Bernardino Ave	140+00	152+68			20.19	172328
7-27-16	Day Total					1884.37	

Duane Soileau  
Project Inspector

7-29-16  
Reviewed by



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# Quantity Sheet

CITY OF RIALTO

San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.  
FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 01

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-29-16	San Bernardino Ave	126+25	139+25			19.87	172367
7-29-16	San Bernardino Ave	126+25	139+25			20.09	172368
7-29-16	San Bernardino Ave	126+25	139+25			19.79	172370
7-29-16	San Bernardino Ave	126+25	139+25			19/70	172372
7-29-16	San Bernardino Ave	126+25	139+25			20.02	172373
7-29-16	San Bernardino Ave	126+25	139+25			19.84	172374
7-29-16	San Bernardino Ave	126+25	139+25			20.05	172377
7-29-16	San Bernardino Ave	126+25	139+25			19.36	172379
7-29-16	San Bernardino Ave	126+25	139+25			20.18	172380
7-29-16	San Bernardino Ave	126+25	139+25			19.65	172381
7-29-16	San Bernardino Ave	126+25	139+25			20.02	172388
7-29-16	San Bernardino Ave	126+25	139+25			20.05	172391
7-29-16	San Bernardino Ave	126+25	139+25			19.73	172392
7-29-16	San Bernardino Ave	126+25	139+25			19.79	172393
7-29-16	San Bernardino Ave	126+25	139+25			19.82	172394
7-29-16	San Bernardino Ave	126+25	139+25			19.99	172395
7-29-16	San Bernardino Ave	126+25	139+25			20.09	172396
7-29-16	San Bernardino Ave	126+25	139+25			20.19	172397
7-29-16	San Bernardino Ave	126+25	139+25			19.58	172398
7-29-16	San Bernardino Ave	126+25	139+25			20.10	172399

Duane Soileau  
Project Inspector

Reviewed by 7-29-16

# Quantity Sheet

CITY OF RIALTO

## San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.  
FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 02

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-29-16	San Bernardino Ave	126+25	139+25			19.88	172400
7-29-16	San Bernardino Ave	126+25	139+25			19.82	172401
7-29-16	San Bernardino Ave	126+25	139+25			19.72	172402
7-29-16	San Bernardino Ave	126+25	139+25			19.95	172409
7-29-16	San Bernardino Ave	126+25	139+25			20.01	172411
7-29-16	San Bernardino Ave	126+25	139+25			19.85	172412
7-29-16	San Bernardino Ave	126+25	139+25			19.89	172413
7-29-16	San Bernardino Ave	126+25	139+25			19.78	172414
7-29-16	San Bernardino Ave	126+25	139+25			20.13	172415
7-29-16	San Bernardino Ave	126+25	139+25			20.00	172416
7-29-16	San Bernardino Ave	126+25	139+25			20.06	172417
7-29-16	San Bernardino Ave	126+25	139+25			19.50	172418
7-29-16	San Bernardino Ave	126+25	139+25			19.92	172419
7-29-16	San Bernardino Ave	126+25	139+25			20.12	172420
7-29-16	San Bernardino Ave	126+25	139+25			19.64	172421
7-29-16	San Bernardino Ave	126+25	139+25			19.65	172422
7-29-16	San Bernardino Ave	126+25	139+25			20.07	172424
7-29-16	San Bernardino Ave	126+25	139+25			19.65	172426
7-29-16	San Bernardino Ave	126+25	139+25			19.83	172427
7-29-16	San Bernardino Ave	126+25	139+25			19.68	172428

Duane Soileau  
Project Inspector

7-29-16  
Reviewed by



COMPREHENSIVE.  
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Proposal for On-Call Construction Management, Inspection & Materials Testing Services  
RFP No. 19057



# Quantity Sheet

CITY OF RIALTO

San Bernardino Ave, Riverside Ave, Willow Ave, Street & Storm Drainage Improvements.

BID ITEM NO.: 17

JOB NO. 130801 Progress Pay No.

FED PN.

Plan Note No.

DESCRIPTION: Hot Mix Asphalt (Type A)

Page 03

ESTIMATED QUANTITY AND UNIT:  
8,200 TON

DATE	LOCATION	STATION		LENGTH	WIDTH	TONS	COMMENTS
		FROM	TO				
7-29-16	San Bernardino Ave	126+25	139+25			19.76	172431
7-29-16	San Bernardino Ave	126+25	139+25			19.97	172432
7-29-16	San Bernardino Ave	126+25	139+25			19.95	172433
7-29-16	San Bernardino Ave	126+25	139+25			19.94	172435
7-29-16	San Bernardino Ave	126+25	139+25			19.97	172436
7-29-16	San Bernardino Ave	126+25	139+25			20.30	172437
7-29-16	San Bernardino Ave	126+25	139+25			19.42	172438
7-29-16	San Bernardino Ave	126+25	139+25			20.13	172442
7-29-16	San Bernardino Ave	126+25	139+25			19.95	172443
7-29-16	San Bernardino Ave	126+25	139+25			19.57	172444
7-29-16	San Bernardino Ave	126+25	139+25			19.62	172445
7-29-16	San Bernardino Ave	126+25	139+25			19.95	172446
7-29-16	Day Total					1033.89	

Duane Soileau  
Project Inspector

Reviewed by 7-29-16

## Attachment B: Addendum Number 1 Acknowledgement

Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials

WS

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.



WILLDAN ENGINEERING

# Schedule of Hourly Rates

Effective July 1, 2018 to June 30, 2019

ENGINEERING		CONSTRUCTION MANAGEMENT		BUILDING AND SAFETY (continued)	
Technical Aide I	\$64	Labor Compliance Specialist	\$115	Supervising Building Inspector	\$153
Technical Aide II	\$83	Labor Compliance Manager	\$145	Inspector of Record	\$167
Technical Aide III	\$103	Utility Coordinator	\$153	Deputy Building Official	\$167
Drafter I	\$104	Assistant Construction Manager	\$145	Building Official	\$173
Drafter II	\$121	Construction Manager	\$169	Plan Check Engineer	\$167
Senior Drafter	\$134	Senior Construction Manager	\$175	Supervising Plan Check Engineer	\$173
GIS Analyst I	\$139	Project Manager IV	\$199	Principal Project Manager	\$199
GIS Analyst II	\$158	Deputy Director	\$207	Deputy Director	\$207
GIS Analyst III	\$173	Director	\$212	Director	\$212
Designer I	\$139	INSPECTION SERVICES		PLANNING	
Designer II	\$145	Public Works Observer (Permits)	\$105	Community Development Technician	\$103
Traffic Engineer I	\$185	Senior Public Works Observer (Non-Prevailing)	\$110	Assistant Community Development Planner	\$128
Traffic Engineer II	\$199	Senior Public Works Observer (Prevailing Wage)	\$116	Associate Community Development Planner	\$139
Senior Designer I	\$153	MAPPING AND EXPERT SERVICES		Senior Community Development Planner	\$158
Senior Designer II	\$160	Survey Analyst I	\$121	Principal Community Development Planner	\$173
Assistant Engineer I	\$116	Survey Analyst II	\$139	Planning Technician	\$103
Assistant Engineer II	\$132	Calculator I	\$121	Assistant Planner	\$128
Assistant Engineer III	\$138	Calculator II	\$134	Associate Planner	\$139
Assistant Engineer IV	\$143	Calculator III	\$146	Senior Planner	\$158
Associate Engineer I	\$149	Senior Survey Analyst	\$158	Principal Planner	\$173
Associate Engineer II	\$155	Supervisor - Survey & Mapping	\$175	Planning Manager	\$189
Associate Engineer III	\$161	Principal Project Manager	\$199	Deputy Director	\$207
Design Manager	\$163	BUILDING AND SAFETY		Director	\$212
Senior Design Manager	\$169	Assistant Code Enforcement Officer	\$85	LANDSCAPE ARCHITECTURE	
Senior Engineer I	\$164	Code Enforcement Officer	\$98	Assistant Landscape Architect	\$121
Senior Engineer II	\$167	Senior Code Enforcement Officer	\$115	Associate Landscape Architect	\$139
Senior Engineer III	\$171	Supervisor Code Enforcement	\$139	Senior Landscape Architect	\$153
Senior Engineer IV	\$181	Plans Examiner Aide	\$91	Principal Landscape Architect	\$173
Supervising Engineer	\$187	Plans Examiner	\$139	Principal Project Manager	\$199
Project Manager I	\$150	Senior Plans Examiner	\$153	ADMINISTRATIVE	
Project Manager II	\$171	Assistant Construction Permit Specialist	\$98	Administrative Assistant I	\$76
Project Manager III	\$183	Construction Permit Specialist	\$103	Administrative Assistant II	\$91
Project Manager IV	\$199	Senior Construction Permit Specialist***	\$121	Administrative Assistant III	\$107
Program Manager I	\$167	Supervising Construction Permit Specialist	\$128	Project Accountant I	\$86
Program Manager II	\$185	Assistant Building Inspector	\$115	Project Accountant II	\$101
Program Manager III	\$204	Building Inspector***	\$128	Project Controller I	\$107
City Engineer I	\$199	Senior Building Inspector	\$139	Project Controller II	\$121
City Engineer II	\$209				
Principal Project Manager	\$199				
Deputy Director	\$207				
Director	\$212				
Principal Engineer	\$230				

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2018 thru June 30, 2019, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

Rev 6/11/18