ROLL CALL:
Mayor/Chairman/President: Gustavo V. Camacho
Mayor Pro Tempore/Vice Chairman/Vice President: Raul Elias
Councilmembers/Directors/Commissioners: Gregory Salcido, Dr. Monica Sanchez, Brent A. Tercero

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

CERTAIN PROVISIONS OF THE BROWN ACT ARE TEMPORARILY WAIVED PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER N-25-20 AND N-29-20. IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, CITY HALL FACILITIES ARE TEMPORARILY CLOSED TO THE PUBLIC UNTIL FURTHER NOTICE. CITY COUNCIL MEETINGS CAN BE VIEWED LIVE ON CTV3 AND THE CITY’S WEBSITE AT WWW.PICO-RIVERA.ORG.

COMMISSIONERS SCHEDULED TO BE PRESENT: None

INVOCATION:
PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS: None

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

*Commissioners receive a $30.00 stipend per each meeting held and attended.
PUBLIC COMMENTS - IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE EMAIL THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG. ALL EMAILS WILL BE READ INTO THE PUBLIC RECORD.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:
All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

City Council:

1. Minutes:
   • City Council regular meeting of March 10, 2020 and Emergency meeting of March 16, 2020
   Recommendation: Approve

2. 14th Warrant Register of the 2019-2020 Fiscal Year.  
Check Numbers: 284788-284835; 284844-284884
Special Check Numbers: None
Recommendation: Approve

3. Approve a Resolution Renaming the Private Road Currently and Commonly Known as Manning Road to Dimaria Road.  
Recommendation:
   1. Approve a resolution renaming Manning Road to DiMaria Road.

   Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RENAMING A PORTION OF A ROADWAY WITHIN THE CITY OF PICO RIVERA MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO

Recommendation:
   1. Approve the proposed resolution authorizing the Mayor of Pico Rivera to sign a letter in support of Senate Bill 1179 (SB 1179) which amend the
revenue and taxation code for Los Angeles County’s property tax revenue allocation.

Resolution No. ______  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING SENATE BILL (SB) 1179 OF STATE SENATOR BOB ARCHULETA, AMENDING THE REVENUE AND TAXATION CODE FOR LOS ANGELES COUNTY’S PROPERTY TAX ALLOCATION

5. **Pico Rivera Regional Bikeway Project (CIP No. 21280) Federal Project No. ATPL-5351 (032) – Amendment No. 1 to Professional Services Agreement No. 18-1844 with BKF Engineers.**

   **Recommendation:**
   1. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 18-1844 with BKF Engineers to modify the environmental documents and revalidate the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Forms for a fee not-to-exceed $82,553.

   Agreement No. 18-1844-1

6. **On-Call Construction Management and Inspection – Award Professional Services Agreements.**

   **Recommendation:**
   1. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to Willdan to provide on-call construction management and inspection services as needed;
   2. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to TRC Engineers, Inc. to provide on-call construction management and inspection services as needed;
   3. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to PPM Group, Inc. to provide on-call construction management and inspection services as needed;
   4. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to LAE Associates, Inc. to provide on-call-construction management services as needed; and
   5. Execute the agreements in a form approved by the City Attorney.

   Agreement No. ______  Agreement No. ______  Agreement No. ______

   Agreement No. ______

7. **On-Call Engineering Services – Award Professional Services Agreements.**

   **Recommendation:**
   1. Award a Professional Service Agreement for a term of three (3) years in the total amount of up to $2,000,000 to Willdan to provide on-call engineering services;
2. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to NV5, Inc. to provide on-call engineering services;

3. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to Kimley Horn & Associates, Inc. to provide on-call engineering services;

4. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to Yao Engineering, Inc. to provide on-call engineering services; and

5. Execute the agreements in a form approved by the City Attorney.

Agreement No. ______  Agreement No. ______  Agreement No. ______

Agreement No. ______

8. **Approve California Choice Energy Authority to Enter into a Long-Term Energy Storage Resource Adequacy Agreement with Black Walnut Energy Storage, LLC on behalf of Pico Rivera Innovative Municipal Energy.**  (500)

**Recommendation:**

1. Approve California Choice Energy Authority to enter into a long-term energy storage resource adequacy agreement with Black Walnut Energy Storage, LLC on behalf of Pico Rivera Innovative Municipal Energy.

Agreement No ______

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

**REGULAR AGENDA:**

9. **Master Position Control Modifications.**  (200)

**Recommendation:**

1. Approve a resolution modifying master position control (Exhibit A).

Resolution No. ______  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, MODIFYING THE MASTER POSITION CONTROL

10. **Fiscal Year 2019-20 Mid-Year Budget Update.**  (700)

**Recommendation:**

1. Approve a resolution amending the 2019-20 Adopted Budget as outlined in Enclosure 1/Exhibit A.

Resolution No. ______  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA AMENDING THE FISCAL YEAR 2019-20 BUDGET FOR THE PURPOSE OF UPDATING OPERATING AND CAPITAL IMPROVEMENT PROGRAM APPROPRIATIONS TO MEET CURRENT NEEDS
PUBLIC UPDATE ON COVID-19:

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

CLOSED SESSION(S):

a. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code Section 54957.6
   Agency Designated Representatives:
   City Manager Steve Carmona
   Assistant City Manager Katherine Fuentes
   Employee organization:
   Service Employees International Union, Local 721 – Part-time Unit

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 19th, day of March 2020.

Dated this 19th, day of March 2020

Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.
STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a maximum of three minutes. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).
A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Pro Tem Elias called the regular meeting to order at 6:02 p.m. on behalf of the City Council.

PRESENT:   Elias, Salcido, Sanchez, Tercero
ABSENT:   Camacho

COMMISSIONERS PRESENT:
Mike Lay, Parks and Recreation Commission

INVOCATION:   Delivered by Councilmember Dr. Sanchez
PLEDGE OF ALLEGIANCE:  Led by Councilmember Dr. Sanchez

SPECIAL PRESENTATIONS:
• ACE Durfee Avenue presentation

Mark Christoffels, Director of Capital Projects/Chief Engineer with Alameda Corridor East (ACE) provided a PowerPoint presentation on the Durfee Grade Separation project. Council Members inquired about hiring local construction companies to work on the Grade Separation project and notifications to residents regarding the school bus program offered by ACE. Mr. Christoffels stated that the contractor is obligated to follow federal laws in the vetting process in which the contractor reaches out to registered Disadvantage Business Enterprises (DBE’s). In regard to the bus program, he stated that ACE worked directly with the school district to provide information to the residents.

PUBLIC HEARING:

Housing Assistance Agency:

1. Public Hearing – Housing Assistance Agency (Section 8) – 5-Year Agency Plan for 2020 through 2025. (1600)

Mayor Pro Tem Elias opened the Public Hearing and noted that there was no written communications or public comment cards to provide public testimony.

Mayor Pro Tem Elias closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to approve Resolution No. HA-101 approving the Housing Assistance Agency Section 8 Program 5-Year Agency Plan 2020-2025; and authorize the submittal of the Civil Rights
Certification form, the Certification by State or Local Office of the PHA Consistency with the Consolidated form, and the Certifications of Compliance with the PHA Plans and Related Regulations form to the U.S. Department of Housing and Urban Development (HUD). Motion carries by the following roll call vote:

Resolution No. HA-101  A RESOLUTION OF THE PICO RIVERA HOUSING ASSISTANCE AGENCY APPROVING SUBMITTAL OF THE PICO RIVERA HOUSING ASSISTANCE AGENCY FIVE YEAR AGENCY PLAN FOR 2020-2025

AYES:   Elias, Salcido, Sanchez, Tercero  
NOES:   None  
ABSENT: Camacho

**PUBLIC COMMENTS:**

Lurene Ross:
- Addressed the City Council regarding the property located at 3900 Baybar Road and requested a meeting with the Mayor and or a Council Member on-site.

Lauren Talbott, Pico Rivera Community Library Manager:
- Addressed the City Council regarding upcoming library programs and events for the month of March and April.

Jose Sanchez:
- Addressed the City Council to thank them for their interest in resolving street issues of thumping, shock vibration and loud road noise on Rosemead Boulevard.

Alondra Vasquez:
- Addressed the City Council regarding rent control for mobile home parks and business revenues affected by the Durfee Avenue Grade Separation project.

The following speakers addressed the City Council to speak in favor of rent control for mobile home parks:
- Amelia Rojo
- Diego Rubalcava

In regard to speakers’ comments, Councilmember Dr. Sanchez asked if vouchers for economic relief are printed in Spanish and Councilmember Tercero asked if business owners are still eligible to apply for the vouchers to assist their businesses during the Durfee Grade Separation construction project. Mr. Christoffels stated that the vouchers are currently being printed in Spanish and that the business owners are still eligible to apply for the economic relief vouchers. He further stated for clarification purposes that the vouchers are provided directly to the business owners and not the land owners.

Mayor Pro Tem Elias asked staff for a status on the mobile home park meeting, stated that he will continue to support the repair on Rosemead Boulevard, and directed staff to
meet with the speaker of the Baybar property. Community and Economic Director Garcia stated that the City is working on scheduling the meeting with Westland Estates Mobile Home Park.

**CONSENT CALENDAR ITEMS:**

**City Council:**

2. **Minutes:**
   - Approved City Council meeting of February 25, 2020
   - Received and filed Parks and Recreation Commission meeting of January 9, 2020

3. **Approved 13th Warrant Register of the 2019-2020 Fiscal Year.** (700)
   - Check Numbers: 284671-284727; 284728-284787
   - Special Check Numbers: None

4. **Adopt Ordinance No. 1139 Amending the Municipal Code Chapter 1.10 Description of City Logo.** (300)
   1. Adopted Ordinance No. 1139 amending Chapter 1.10 (City Logo) description.

   **Ordinance No. 1139 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 1.10 TO TITLE 1 (GENERAL PROVISIONS) OF THE PICO RIVERA MUNICIPAL CODE RELATING TO CITY LOGO (SECOND READING AND ADOPTION)**

5. **Pio Pico Park Improvements Project (CIP No. 21349) – Notice of Completion.** (500)
   1. Accepted the work completed for the Pio Pico Park Improvements Project (CIP No. 21349) constructed by FS Contractors, Inc. and authorized the City Clerk to file Notice of Completion with the Los Angeles County Registrar-Recorder; and
   2. Authorized the City Manager to release the retention payment and all other monies due to FS Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

6. **Annual Sidewalk Improvements Project (CIP No. 50001) – Award Construction.** (500)
   This item was pulled from the Consent Calendar for further clarification and discussion.

7. **Award Senior Center Flooring Project No. S50022 Contract to Angeles Contractor, Incorporated.** (500)
This item was pulled from the Consent Calendar for further clarification and discussion.

8. **Pico Park Facility Improvements – Allocation of Funds, Award of Contract to Herk Edwards, Incorporated, and Filing of Notice of Exemption.** (500)

This item was pulled from the Consent Calendar for further clarification and discussion.

9. **Fiscal Year 2019-20 First Quarter Treasurer's Report, September 30, 2019.** (700)

Received and filed the Treasurer’s Report for the quarter ending September 30, 2019 which represents balances and activity for the first quarter (July-September) of the 2019-20 fiscal year.

10. **Fiscal Year 2019-20 Second Quarter Treasurer’s Report, December 31, 2019.** (700)

1. Received and filed the Treasurer’s Report for the quarter ending December 31, 2019 which represents balances and activity for the first quarter (October-December) of the 2019-20 fiscal year.

**Housing Assistance Agency:**

11. **Minutes:**
   - Received and filed Housing Assistance Agency meeting of August 27, 2019

Motion by Councilmember Tercero, seconded by Mayor Pro Tem Elias to approve Consent Calendar Items No. 1, 2, 3, 4, 5, 9, 10 and 11. Motion carries by the following roll call vote:

**AYES:** Elias, Salcido, Sanchez, Tercero  
**NOES:** None  
**ABSENT:** Camacho

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

6. **Annual Sidewalk Improvements Project (CIP No. 50001) – Award Construction.** (500)

In reference to large bid amount discrepancies, Councilmember Tercero asked if there is any language for projects with a specific criteria that would lock the bidder's price so that the amount would not increase after the contract has been awarded. Public Works Director Heredia responded in the affirmative to locking in the price, and stated that the City will be monitoring the contract to ensure that the estimate stays within the bid amount.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to: 1) award a construction contract for a not-to-exceed amount of $270,950.80 to Hardy and Harper, Inc. for the Annual Sidewalk Improvements Project, CIP No. 50001; and authorize the
City Manager to execute the contract in a form approved by the City Attorney; 2) Appropriate additional $130,000 to CIP No. 50001 Account No. 207.70.7300.54500-50001 from Measure R funds (Fund 207); and 3) Approve the Total Project Cost. Motion carries by the following roll call vote:

**Agreement No. 20-1935**

**AYES:** Elias, Salcido, Sanchez, Tercero  
**NOES:** None  
**ABSENT:** Camacho

7. **Award Senior Center Flooring Project No. S50022 Contract to Angeles Contractor, Incorporated.**

In regard to items 7 and 8, Councilmember Tercero asked if it is standard practice to utilize an approved National JPA list rather than going out to bid.

City Manager Carmona responded in the affirmative stating that the National JPA list is utilized often as RFP’s are completed for a number of services and supplies and a list of contract vendors referred to as piggy-back able are created in a database providing unit prices and service cost collected from a nationwide effort to provide best pricing which minimizes staff cost and time. In regard to construction contracts, he stated that the City would need to go out to bid.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to: 1) Award a Professional Service Agreement to Angeles Contractor, Incorporated to replace the Senior Center flooring for an amount not-to-exceed $92,465 and execute an agreement in a form approved by the City Attorney; and 2) Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA). Motion carries by the following roll call vote:

**Agreement No. 20-1936**

**AYES:** Elias, Salcido, Sanchez, Tercero  
**NOES:** None  
**ABSENT:** Camacho

8. **Pico Park Facility Improvements – Allocation of Funds, Award of Contract to Herk Edwards, Incorporated, and Filing of Notice of Exemption.**

Motion by Councilmember Tercero, seconded by Councilmember Salcido to: 1) Amend the Fiscal Year (FY) 2019-20 Measure A budget by appropriating $78,444 in funds to expenditure Account No. 215.80.8100-54520; 2) Amend the FY 2019-20 Miscellaneous Local Grants budget by appropriating $38,539 in funds to the expenditure Account No. 697.80.8000-54500; 3) Award a Service Agreement to Herk Edwards, Incorporated to replace the Pico Park gymnasium bleachers project for an amount not-to-exceed $91,022 and execute an agreement in a form approved by the City Attorney; and 4) Approve the
Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA). Motion carries by the following roll call vote:

Agreement No. 20-1937

AYES: Elias, Salcido, Sanchez, Tercero
NOES: None
ABSENT: Camacho

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Dr. Sanchez reported on services provided by SASSFA, her attendance at the opening day for the Pony Baseball league, and an Educators Workshop she attended at the Marine Corps in South Carolina. She also spoke of the success of the legal clinic in partnership with Ferias Legales and Rio Hondo College on March 6, 2020 at the Rio Hondo Education Center in Pico Rivera and spoke of the possibility of hosting quarterly clinics.

Councilmember Tercero inquired about measures being taken in regard to the coronavirus, for an update on the City's deficit, and asked to meet with Finance Director Carrazco regarding pertinent information he would like to see on the Treasurer's report. Pertaining to the coronavirus, City Manager Carmona stated that the City is currently looking to cancelling City events and will provide City Council with an action plan. He further stated that he is hopeful to be able to close the City's deficit and that budget reports will be provided at the next City Council meeting.

Mayor Pro Tem Elias read a report from Congresswoman Linda Sanchez pertaining to the Whittier Narrows Dam project and asked staff to provide estimated job numbers on local hires. In regard to providing local jobs for this project, City Manager Carmona referred to the City’s Workforce Agreement. Councilmember Tercero stated that Councils of Government (COG) would most likely advocate for the building trades.

Mayor Pro Tem Elias asked for an update on the Code of Ethics policy and for staff to provide the City Council with a copy of Rosenberg’s Rules of Order. City Manager Carmona stated the Code of Ethics policy would be ready by early next week.

CLOSED SESSION(S): None

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 7:05 p.m. There being no objection it was so ordered.

AYES: Elias, Salcido, Sanchez, Tercero
ABSENT: Camacho
Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated March 10, 2020 and approved by the City Council on March 24, 2020.

Anna M. Jerome, City Clerk
An Emergency Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the emergency meeting to order at 3:30 p.m. on behalf of the City Council.

PRESENT: Elias, Salcido, Sanchez, Tercero, Camacho
ABSENT: None

INVOCATION: Delivered by Councilmember Sanchez

PLEDGE OF ALLEGIANCE: Led by Mayor Pro Tem Elias

PUBLIC COMMENTS: None

City Attorney Alvarez-Glasman announced that there was a need for the City Council to Call and Notice an Emergency Meeting pursuant to Government Code Section 54956.6 to discuss the following items.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to declare an Emergency Meeting. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

Motion by Councilmember Salcido, seconded by Councilmember Tercero to enter into Closed Session. Motion carries by the following roll call vote:

AYES: Salcido, Sanchez, Tercero, Camacho
NOES: Elias

Recessed to Closed Session at 3:37 p.m.

ALL COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION:

a. THREAT TO PUBLIC SERVICES OR FACILITIES
   Government Code Section 54957
   Consultation with City Manager, Los Angeles County Sheriff representative, City Attorney and other related City Officials

Reconvened from Closed Session at 3:47 p.m.
ALL COUNCIL MEMBERS WERE PRESENT

OPEN SESSION:

1. Consideration Of Direction And Strategy By The City Council To Provide Continued Public Services Due To The Covid-19 Virus.

Mayor Camacho stated that City staff has taken measures to ensure the safety and health of the residents and employees and therefore City Hall and City facilities are closed to the public and all City events have been suspended or cancelled.

City Manager Carmona stated that it is necessary to declare a local emergency for reimbursed costs associated with the COVID-19 virus. He provided a PowerPoint presentation outlining current statistics, rate of testing COVID-19 per capita, world health organization’s primary strategic objective, responses from neighboring cities/agencies, City of Pico Rivera’s response, and potential mitigation measures for discussion.

City Council Members discussed the list of potential mitigation measures voting on each item separately. Discussions included suspending utility shut offs until April 4, 2020 and extending late water payments; suspend parking violations and issue warnings for street sweeping through April 4, 2020; pending parking violations would receive a 90-day extension; redirect Code Enforcement to other safety issues (public health or quality of life) to minimize contact with residents and businesses; temporary increase of purchase order amount for single purchases $5,000 and credit card purchases to $20,000 for Public Work’s Director and Supervisor with specific limitations and reporting requirements through April 4, 2020; suspend unnecessary employee travel for 30-45 days; support price gouging ordinance limiting 10% increase or more and utilize City App to report price gouging and hoarding; suggested utilizing the Profile to update residents on COVID-19; City Manager Carmona stated that he is currently looking at teleworking/telecommuting for employees and reassigning part-time employees; temporarily cancelling all future events and re-evaluating long-term contractual obligations; suggested support of residential and commercial eviction resolution for the duration of this emergency; reallocate resources to supplement reduction in services to assist the most impacted residents; enact Disaster Council in accordance with the Pico Rivera Municipal Code Chapter 2.52 Emergency Preparedness; and City Manager Carmona to report back actions taken to the City Council within sixty (60) days from adoption of the resolution for re-evaluation.

Councilmember Salcido asked that staff look at other cities who have implemented “shelter in place” policies. Councilmember Dr. Sanchez suggested that the City utilize other resources such as WIC, SASSFA, etc. and Mayor Pro Tem Elias suggested utilizing the buddy system to check on neighbors. Other discussions included the closure of restaurants except for delivery or pickup of food; implement full refunds for City classes that have been cancelled; utilize the City’s reader boards, Profile, social media to reach out to residents and remind residents to reach out to their neighbors; and reported that the Montebello Bus Lines have waived cost to riders.
1. Emergency Declaration by the Pico Rivera City Council.

Motion by Councilmember Dr. Sanchez, seconded by Councilmember Salcido to approve Resolution No. 7054 declaring and proclaiming the existence of a Local Emergency due to the affects of the COVID-19 virus and the effects and impacts upon the operations of government of the City of Pico Rivera with the addition of the proposed amendments. Motion carries by the following roll call vote:


AYES: Salcido, Sanchez, Tercero, Camacho
NOES: Elias

2. Utilities Policy.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to suspend utility shut offs and waive late water payments fees until April 4, 2020. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

3. Parking Enforcement.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to suspend violations on street sweeping until April 4, 2020 and pending parking citations would receive a 90-day extension. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None


Motion by Councilmember Salcido, seconded by Councilmember Tercero to temporarily redirect Code Enforcement assignments to public health and quality of life until April 4, 2020. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

Motion by Councilmember Tercero, seconded by Councilmember Salcido to temporarily increase single use purchases by $5,000 and credit card purchases to $20,000 for Public Works Director and Public Works Supervisor until April 4, 2020 with specific limitations and reporting. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

6. Employee Travel Policy.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to suspend all unnecessary employee travel for 45 days. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

7. Price Gouging Ordinance.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to implement price gouging ordinance adopted by the Los Angeles County and California Penal Code 396 restricting a 10% increase for goods, food items or services following the declaration of an emergency and to update the City’s App so residents could report gouging and hoarding. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

8. Teleworking/Telecommuting.

Motion by Councilmember Dr. Sanchez, seconded by Councilmember Tercero to allow City Manager Carmona to have the authority to grant permission to City employees to telework/telecommute and reassign part-time employees as he deems is in the best interest of the City during the emergency period giving high priority to those who are: pregnant, age 65 or over, or have a compromised immune system. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

8. Evaluating Long-Term Contractual Obligations.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to allow City Manager Carmona to review and evaluate all long-term contractual obligations for City events and to cancel all future events/programming for summer 2020 until further notice. Motion carries by the following roll call vote:
AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None


Motion by Mayor Pro Tem Elias, seconded by Councilmember Tercero to support any moratoriums imposed for residential and commercial tenant evictions caused by the inability for tenants to meet their contractual obligations as a result of the COVID-19 to the extent legally possibly. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None


Motion by Councilmember Tercero, seconded by Councilmember Salcido to provide authority to City Manager Carmona to reallocate resources to supplement any reduction in services and that any action previously taken by the City Manager is hereby approved. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 6:18 p.m. There being no objection it was so ordered.

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

_________________________
Gustavo V. Camacho, Mayor

ATTEST:

________________________________
Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated March 16, 2020 and approved by the City Council on March 24, 2020.

________________________________
Anna M. Jerome, City Clerk
## 14th WARRANT REGISTER OF THE 2019 - 2020 FISCAL YEAR

MEETING DATE: 03/24/20

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**Total Register Amount:** $2,367,663.76

**Regular Check Total:** $2,367,663.76

**Special Check Total:** $0.00
# PAYROLL REGISTER P/P 02/15/20 - 02/28/20

**Pay Date: 03/05/20**

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Vendor Totals:
- BMG Money, Inc: $241.92
- Calbo Training Institute: $195.00
- CalPERS Long-Term Care Program: $65.07
- Carahsoft Technology Corporation: $324.14
- City of La Mirada: $430.00
- Luis Cobian, Sr.: $1,008.00
- Complete Printing Solutions, Inc.: $129.29
- John I. Contreras: $75.00

Report by Vendor - Invoice Summary Listing.

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<th>G/L Date</th>
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**Vendor 1269 - JONATHAN FLORES Totals**

Invoices 1

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**Vendor 625 - Franchise Tax Board Totals**

Invoices 1

$200.00

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**Vendor 604 - Graffiti Tracker Totals**

Invoices 1

$1,500.00

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**Vendor 961 - Grainger Totals**

Invoices 5

$827.07

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**Vendor 1083 - Ana Guillen Totals**

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**Vendor 569 - Hosepower USA Totals**

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**Vendor 579 - Itron, Inc Totals**

Invoices 1

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**Vendor 963 - JCL Traffic Services Totals**

Invoices 3

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**Vendor Totals**

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Vendor 747 - Rousselle Company Inc. Totals

Vendor 1552 - S & S LaBarge Golf Inc
170
- PAYROLL 2/6/20-2/19/20
  - Paid by EFT #5995
  - 02/21/2020 03/05/2020 03/05/2020 02/27/2020 03/05/2020

Vendor 1552 - S & S LaBarge Golf Inc Totals

Vendor 1552 - S & S LaBarge Golf Inc

Vendor 706 - Salgado Tire Service
09308
- TIRE REPAIR FOR UNIT 125
  - Paid by Check #284823
  - 02/26/2020 03/05/2020 03/05/2020 03/03/2020 03/05/2020

Vendor 706 - Salgado Tire Service Totals

Vendor 706 - Salgado Tire Service

Vendor 266 - SEIU Local 721
030520
- UNION DUES FOR P/E 02/28/20
  - Paid by EFT #5996
  - 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020

Vendor 266 - SEIU Local 721 Totals

Vendor 266 - SEIU Local 721

Vendor 692 - SEIU Local 721-COPE
030520
- COPE FEES FOR P/E 02/28/20
  - Paid by Check #284824
  - 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020

Vendor 692 - SEIU Local 721-COPE Totals

Vendor 692 - SEIU Local 721-COPE

Vendor 1222 - DANIELLE EILEEN SPINDOLA
16129
- CONTRACT INSTRUCTOR-CIRCUIT TRAINING 2/7/20-2/28/20
  - Paid by EFT #5997
  - 02/26/2020 03/05/2020 03/05/2020 02/27/2020 03/05/2020

Vendor 1222 - DANIELLE EILEEN SPINDOLA Totals

Vendor 1222 - DANIELLE EILEEN SPINDOLA

Vendor 585 - Statewide Traffic Safety & Signs
02020598
- TRAFFIC CONTROL SAFETY SUPPLIES
  - Paid by Check #284825
  - 01/31/2020 03/05/2020 03/05/2020 03/03/2020 03/05/2020

Vendor 585 - Statewide Traffic Safety & Signs Totals

Vendor 585 - Statewide Traffic Safety & Signs

Vendor 435 - The Sherwin-Williams Co.
8148-9
- PAINT FOR GRAFFITI REMOVAL
  - Paid by EFT #5998
  - 02/05/2020 03/05/2020 03/05/2020 03/03/2020 03/05/2020

Vendor 435 - The Sherwin-Williams Co.

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Vendor 435 - The Sherwin-Williams Co.
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Vendor 354 - Willdan Associates
- Invoices: 3
- Total: $2,248.46

Vendor 596 - Zero Waste USA
- Invoices: 1
- Total: $2,350.86

Vendor RUDY CASAS
- Invoices: 1
- Total: $200.00

Vendor GEORGE RIVERA
- Invoices: 1
- Total: $219.00

Vendor JACOB RODRIGUEZ
- Invoices: 1
- Total: $75.00

Grand Totals
- Invoices: 123
- Total: $372,362.55
### CITY OF PICO RIVERA U/B REFUND CHECKS 03-09-2020

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**Vendor 1769 - Alex Gomez Totals**

Invoices 1

$84.00

| Vendor 786 - Central Basin Municipal Water District | RIV-JAN20 UTILITIES FOR DECEMBER | Paid by Check #284848 | 02/12/2020          | 03/12/2020    | 03/12/2020| 03/05/2020| 03/12/2020    | 2,380.44     |

**Vendor 786 - Central Basin Municipal Water District Totals**

Invoices 1

$2,380.44

| Vendor 15 - Century Rooter & Jetting Service, Inc | 204706 BACKFLOW TESTING | Paid by Check #284849 | 01/17/2020          | 03/12/2020    | 03/12/2020| 03/03/2020| 03/12/2020    | 1,759.00     |
| 204710 BACKFLOW TESTING | Paid by Check #284849 | 01/23/2020          | 03/12/2020          | 03/12/2020    | 03/03/2020| 03/12/2020| 2,525.00      |

**Vendor 15 - Century Rooter & Jetting Service, Inc Totals**

Invoices 2

$4,284.00

| Vendor 1339 - City of Whittier | 8020000776 SEWC 19/20 DUES | Paid by Check #284850 | 01/15/2020          | 03/12/2020    | 03/12/2020| 03/05/2020| 03/12/2020    | 5,000.00     |

**Vendor 1339 - City of Whittier Totals**

Invoices 1

$5,000.00

| Vendor 773 - Clinical Laboratory of San Bernardino Inc. | 973322 WATER QUALITY SAMPLING JANUARY 2020 | Paid by EFT #6041 | 02/20/2020          | 03/12/2020    | 03/12/2020| 03/09/2020| 03/12/2020    | 860.00        |

**Vendor 773 - Clinical Laboratory of San Bernardino Inc. Totals**

Invoices 1

$860.00

| Vendor 1331 - Corporate Image Marketing, Inc | 2003646 MONTHLY SERVICE CHARGES FOR (800) GO PRIME, FEBRUARY 2020 | Paid by EFT #6042 | 03/01/2020          | 03/12/2020    | 03/12/2020| 03/05/2020| 03/12/2020    | 199.00        |

**Vendor 1331 - Corporate Image Marketing, Inc Totals**

Invoices 1

$199.00

| Vendor 40 - Dance Image | 15955 CONTRACT INSTRUCTOR-BALLE & TAP, 1/18/20-3/7/20 | Paid by EFT #6043 | 02/25/2020          | 03/12/2020    | 03/12/2020| 03/05/2020| 03/12/2020    | 438.00        |
| 15956 CONTRACT INSTRUCTOR-BALLE & TAP, 1/18/20-3/7/20 | Paid by EFT #6043 | 02/25/2020          | 03/12/2020          | 03/12/2020    | 03/05/2020| 03/12/2020| 186.00        |
| 15957 CONTRACT INSTRUCTOR-BALLE & TAP, 1/18/20-3/7/20 | Paid by EFT #6043 | 02/25/2020          | 03/12/2020          | 03/12/2020    | 03/05/2020| 03/12/2020| 399.00        |
| 16102 CONTRACT INSTRUCTOR-BALLE & TAP, 1/6/20-3/9/20 | Paid by EFT #6043 | 02/25/2020          | 03/12/2020          | 03/12/2020    | 03/05/2020| 03/12/2020| 276.00        |
| 16103 CONTRACT INSTRUCTOR-BALLE & TAP, 1/6/20-3/9/20 | Paid by EFT #6043 | 02/25/2020          | 03/12/2020          | 03/12/2020    | 03/09/2020| 03/12/2020| 429.00        |

**Vendor 40 - Dance Image Totals**

Invoices 5

$1,728.00

| Vendor 328 - DIEGO’S AUTO REPAIR | 24421 REPAIRS TO UNIT 273 | Paid by EFT #6044 | 02/28/2020          | 03/12/2020    | 03/12/2020| 03/05/2020| 03/12/2020    | 95.86        |
| 24422 REPAIRS TO UNIT 254 | Paid by EFT #6044 | 03/02/2020          | 03/12/2020          | 03/12/2020    | 03/05/2020| 03/12/2020| 1,588.13      |

Run by Ricky Rao on 03/12/2020 05:21:17 PM
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**Vendor Totals**

- **779 - Inland Empire Stages, LTD**
  - Invoices: 1
  - Total: $944.35
- **1108 - Jackson Risk Management**
  - Invoices: 2
  - Total: $2,000.00
- **963 - JCL Traffic Services**
  - Invoices: 1
  - Total: $600.59
- **1421 - Judith Norman Transportation Consultant**
  - Invoices: 1
  - Total: $1,650.00
- **1752 - Knott's Berry Farm**
  - Invoices: 1
  - Total: $5,635.00
- **754 - L.A. County Metropolitan Trans Authority (TAP)**
  - Invoices: 4
  - Total: $1,079.35
- **181 - LA County Sheriffs Department**
  - Invoices: 3
  - Total: $1,030,057.83
- **75 - Magic Jump Rentals Inc**
  - Invoices: 1
  - Total: $1,999.00
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**Vendor 153 - Underground Service Alert of Southern California**

**Totals**

**Invoices** 5

$598.20

**Vendor 1379 - Kevin Varos**

**KVWR-WWK8-20**

OFFICIATING SERVICES ON 2/28/20-2/29/20

Paid by Check #284882

02/29/2020 03/12/20 03/12/20 03/09/20 03/12/20 196.00

**Vendor 1379 - Kevin Varos**

**Totals**

**Invoices** 1

$196.00

**Vendor 270 - Michael Varos**

**MVAR-WWK8-20**

OFFICIATING SERVICES ON 2/28/20-2/29/20

Paid by EFT #6055

02/29/2020 03/12/20 03/12/20 03/09/20 03/12/20 196.00

**Vendor 270 - Michael Varos**

**Totals**

**Invoices** 1

$196.00

**Vendor 695 - Vulcan Materials Co.**

72490466

ASPHALT REPAIR

Paid by EFT #6056

02/07/2020 03/12/20 03/12/20 03/03/20 03/12/20 172.71

72512413

HOT ASPHALT

Paid by EFT #6056

02/28/2020 03/12/20 03/12/20 03/05/20 03/12/20 170.26

72512414

HOT ASPHALT

Paid by EFT #6056

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72516064

HOT ASPHALT

Paid by EFT #6056

02/29/2020 03/12/20 03/12/20 03/05/20 03/12/20 128.66

**Vendor 695 - Vulcan Materials Co.**

**Totals**

**Invoices** 4

$599.47

**Vendor 402 - Weck Laboratories Inc.**

W931980-COPICORI

WATER SAMPLING

Paid by EFT #6057

10/25/2019 03/12/20 03/12/20 03/09/20 03/12/20 106.00

W080421-COPICORI

WATER QUALITY SAMPLING

Paid by EFT #6057

02/07/2020 03/12/20 03/12/20 03/09/20 03/12/20 159.00

W080422-COPICORI

WATER QUALITY SAMPLING

Paid by EFT #6057

02/07/2020 03/12/20 03/12/20 03/09/20 03/12/20 159.00

**Vendor 402 - Weck Laboratories Inc.**

**Totals**

**Invoices** 3

$424.00

**Vendor PHANTOM FIREWORKS WESTERN REGION LLC**

2020-00040737

REFUND FOR FIREWORK DEPOSIT

Paid by Check #284883

03/04/2020 03/12/20 03/12/20 03/09/20 03/12/20 950.00

**Vendor PHANTOM FIREWORKS WESTERN REGION LLC**

**Totals**

**Invoices** 1

$950.00

**Grand Totals**

**Invoices** 83

$1,995,301.21
To: Mayor and City Council

From: City Manager

Meeting Date: March 24, 2020

Subject: APPROVE A RESOLUTION RENAMING THE PRIVATE ROAD CURRENTLY AND COMMONLY KNOWN AS MANNING ROAD TO DIMARIA ROAD

Recommendation:

1. Approve a resolution renaming Manning Road to DiMaria Road.

Fiscal Impact:

The street naming process has no fiscal impact. All costs to draft the resolution, manufacture and install new signage, and inform all agencies of the new street name will be paid for by the petitioner, Mr. Anthony DiMaria.

Discussion:

The fifty foot (50’) wide private street currently aligned parallel to the east boundary of parcels 24 and 22 on Los Angeles County Tax Assessors Map 8122 page 11, between Beverly Boulevard and Beverly Drive in the City of Pico Rivera, is commonly known as Manning Road.

This segment of the road has not been officially named and is commonly known as Manning Road. On the Los Angeles County tax assessor map only a small portion of this road was dedicated to the City on July 17, 2000 shown on Exhibit B, Parcel 3. On Google maps, the name of this segment of the road appears as San Gabriel River Parkway. The street signs at Beverly Boulevard indicate that the street is named Manning Road to the south, and San Gabriel River Parkway to the north. Street signs at Beverly Road indicate that the street is Manning Road to the north. All existing street signs show the City of Pico Rivera logo.

The parcel owner adjacent to and through what is commonly known as Manning Road has expressed interest in changing the name of this roadway to DiMaria Road in honor of Mr. DiMaria’s father. In order to resolve some of the street name discrepancies as indicated above, and name the street per the request of the adjacent owner, the City recommends the approval of a resolution to formalize the name change of this roadway segment.
The parcels affected by this name change are Tax Assessor Parcels, 8122-11-19, 22, 24, 25 and 27. The majority of the parcel owners have agreed to the name change as indicated in the signed petition agreement (Enclosure 2).

**Conclusion:**

Pursuant to California Government Code Section 34091.1 the City may name or re-name City streets. Approval of the recommended resolution will allow the name change to become effective per Government Code Section 34091.2, and the City Clerk shall provide a copy of the resolution to the County Board of Supervisors. The City Clerk shall give notice to affected agencies to rename Manning Road to DiMaria Road on all documents that provide addresses and directions for emergency personnel as well as convenience for mail delivery and GPS services.

Steve Carmona

SC:MH:NC:lg

Enclosures: 1) Resolution (Exhibit A and Exhibit B)  
2) Petition
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RENAMING A PORTION OF A ROADWAY WITHIN THE CITY OF PICO RIVERA MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO

WHEREAS, the City Council of the City of Pico Rivera, to facilitate the street renaming of the roadway also known as “Manning Road” and “San Gabriel River Parkway”, have directed the City Engineer to prepare a resolution of the involved property;

WHEREAS, a portion of the existing said roadway lying within the above mentioned Exhibit “A”, parcel 1 and 2, is delineated as a private roadway to be maintained by the City of Pico Rivera per Agreement No. 01-814 as recorded by the County of Los Angeles on January 31, 2002;

WHEREAS, the westerly 25’ portion of the existing roadway described in Exhibit “A” between Beverly Boulevard on the north and Beverly Road on the south is commonly known as “Manning Road”. The easterly 25’ portion of the existing roadway described in the legal description above, between Beverly Boulevard on the north and Beverly Road on the south is commonly known as “San Gabriel River Parkway”;

WHEREAS, the City of Pico Rivera desires to rename the described areas to DiMaria Road; and

WHEREAS, this resolution is not intended to create any easements, future streets, rights-of-way or rights unless currently in existence or otherwise conveyed or dedicated, nor is the omission of an existing easement, future street, rights-of-way or rights intended to constitute an abandonment of such easement, future street, right-of-way or right; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. It is hereby ordered that the portion of the roadway described in Exhibit “A” attached to this resolution be renamed DiMaria Road in accordance with the provisions of California Government Code Sections 34091.1 and 34092.

SECTION 2. The City Clerk of the City of Pico Rivera hereby is directed to cause the said resolution to be recorded in the office of the County Recorder of Los Angeles County and filed with the Los Angeles County Board of Supervisors.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[Signatures on the following page]
APPROVED AND PASSED this 24th day of March, 2020.

________________________________
Gustavo V. Camacho, Mayor

ATTEST:

________________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

________________________________
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:
EXHIBIT “A”

THAT PORTION OF LAND IN THE CITY OF PICO RIVERA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS:

PARCEL 1:

THE WESTERLY 25.00 FEET OF LOT 3 CITRUS GROVE HEIGHTS TRACT AS RECORDED IN BOOK 22, PAGES 86 AND 87, OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING BETWEEN THE SOUTHERLY LINE OF BEVERLY BOULEVARD AND THE NORTHERLY LINE OF BEVERLY ROAD AS SHOWN ON PARCEL MAP RECORDED IN BOOK 7, PAGE 1 OF PARCEL MAPS IN THE OFFICE OF SAID RECORDER. THIS PARCEL IS 58% PRIVATELY OWNED AND 42% PUBLICLY OWNED.

PARCEL 2:

THE WESTERLY 25.00 FEET OF PARCELS 1, 2 AND 3 OF PARCEL MAP RECORDED IN BOOK 7, PAGE 1, OF PARCEL MAPS IN THE OFFICE OF THE SAID RECORDER. THIS PARCEL IS PRIVATELY OWNED.

PARCEL 3:

THAT PORTION OF LOT 51 OF THE RANCHO PASO DE BARTOLO, IN THE CITY OF PICO RIVERA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN SUPERIOR COURT CASE NO. 20613 AND RECORDED IN BOOK 999 PAGE 81 ET SEQ. OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION POINT OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD, 100 FEET WIDE AS SHOWN ON THE COUNTY SURVEYOR’S MAP NUMBER B-2104 FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY AND THE WESTERN LINE OF LOT 3 OF CITRUS GROVE HEIGHTS, AS SHOWN ON MAP RECORDED IN BOOK 22 PAGES 86 AND 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID WESTERN LINE OF LOT 3 SOUTH 22° 50’ 29” WEST 229.66 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 245.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 67° 09’ 31” EAST; THENCE NORTHWORTHERLY 63.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 44’ 38”; THENCE ON A TANGENT LINE NORTH 08° 05’ 51” EAST 149.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVE A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 33.78 FEET THROUGH A CENTRAL ANGLE OF 77° 25’ 43” TO A POINT OF CUSP WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BEVERLY BOULEVARD, 100 FEET WIDE AND TO WHICH POINT A RADIAL LINE BEARS NORTH 20° 40’ 08” EAST; THENCE EASTERNLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 69° 19’ 52” EAST 71.40 FEET TO THE POINT OF BEGINNING. THIS PARCEL IS PUBLICLY OWNED.

LEGAL DESCRIPTION PREPARED BY:

BRUCE BORNEMANN, REC 28456
STREET NAME CHANGE PETITION

To: City of Pico Rivera
   Department of Public Works
   605 Passons Boulevard
   Pico Rivera, CA 90660

We, the undersigned property owners, do hereby submit this petition to change the Street Name.

Reason: Honoring passing of my father who

__________________________
Dino Quillen

Existing Street Name ________________________________

Proposed Street Name(s) (by preference):

1. DIMANIA RD

__________________________
Name, address and telephone number of agent for petitioners (may be one of the petitioners)

1. Anthony Dimania 714-360-6035
   9513 Beverly Rd Pico Rivera CA 90660

__________________________
__________________________
**Name, address and telephone number of agent for petitioners (may be one of the petitioners):**

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<td>8122-011-024</td>
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<tr>
<td>PRG MANNING LLC</td>
<td>9607 BEVERLY RD, PICO RIVERA CA</td>
<td>4506A AND 4506B MANNING ROAD</td>
<td>1 &amp; 2</td>
<td>8122-011-024</td>
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To: Mayor and City Council
From: City Manager
Meeting Date: March 24, 2020
Subject: APPROVE A RESOLUTION SUPPORTING SENATE BILL (SB) 1179 OF STATE SENATOR BOB ARCHULETA, AMENDING THE REVENUE AND TAXATION CODE FOR LOS ANGELES COUNTY’S PROPERTY TAX REVENUE ALLOCATION

Recommendation:

1. Approve the proposed resolution authorizing the Mayor of Pico Rivera to sign a letter in support of Senate Bill 1179 (SB 1179), which amends the revenue and taxation code for Los Angeles County’s property tax revenue allocation.

Fiscal Impact:

There is no fiscal impact associated with this resolution.

Background:

Introduced on February 20, 2020 by Senator Bob Archuleta (D-32), SB 1179 would amend the Revenue and Taxation Code Government Code by adding Section 97.83 relating to local government finance, thereby establishing a pilot for the southeast region of the County of Los Angeles to determine the benefit, practicality, and financial impacts of a program to provide financial incentives, in the form of increased ad valorem property tax revenue, for the development of transit-oriented, mixed-use, and standalone residential infill development on sites that are rezoned to allow residential use.

Since the passage of Proposition 13 (the People’s Initiative to Limit Property Taxation) in 1978 and its resulting limitation on municipal property tax revenue, cities have largely become dependent on sales tax revenue to provide vital community services. As cities across the state have become dependent on sales tax revenue, often times this has resulted in the development of commercial properties over new housing projects. Over time, as online retailers are becoming increasingly dominant over traditional brick-and-mortar businesses, many businesses have scaled back their retail store footprints or evolved in the direction of online sales platforms. This has created an opportunity for cities to revitalize their underperforming nonresidential zones by allowing the use of properties in those zones for new housing developments.

To assist in this housing revitalization effort and to pay for core city services to residents in newly constructed housing, it is the intent of SB 1179 to establish a funding
methodology to financially incentivize communities that are willing to modify their general plans, zoning maps, and zoning ordinances to facilitate new housing construction on underperforming office, industrial, and commercial sites. SB 1179 would add Section 97.83 to the Revenue and Taxation Code creating the aforementioned pilot program for the southeast region of Los Angeles County beginning in Fiscal Year (FY) 2021-22. For FY 2021-22 and thereafter, the auditor-controller of the County of Los Angeles would increase the total amount of ad valorem property tax revenue that is otherwise required to be allocated to specified cities within the County by the residential infill development amount.

The need to address California’s housing shortage as well as the need for affordable units is of top concern for the State, County, and City of Pico Rivera. By incentivizing infill development in a city that is “built out,” SB 1179 provides a practical solution with revenue incentives that would minimize the financial strain on the city to provide core services for new housing developments.

Conclusion:

It is recommended that the City Council approve the proposed resolution to support SB 1179, which would authorize the Mayor to send a letter to the appropriate authorities expressing the City’s position of support.

Steve Carmona

SC:MG:JF

Enclosures: 1) Resolution
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING SENATE BILL (SB) 1179 OF STATE SENATOR BOB ARCHULETA, AMENDING THE REVENUE AND TAXATION CODE FOR LOS ANGELES COUNTY’S PROPERTY TAX REVENUE ALLOCATION

WHEREAS, since the passage of Proposition 13 (the People’s Initiative to Limit Property Taxation) in 1978 and its resulting limitation on municipal property tax revenue, cities have largely become dependent on sales tax revenue to provide vital community services;

WHEREAS, the overdependence on sales tax revenue has resulted in the development of commercial properties over new housing projects in California’s cities;

WHEREAS, as businesses are increasingly selling their products online instead of in retail stores, an opportunity now exists for cities to revitalize their underperforming nonresidential zones by allowing the use of properties in those zones for new housing developments;

WHEREAS, to assist in this housing revitalization effort and to pay for core city services to residents in newly constructed housing, it is the intent of the Legislature to establish a funding methodology to financially incentivize communities that are willing to modify their general plans, zoning maps, and zoning ordinances to facilitate new housing construction on underperforming office, industrial, and commercial sites;

WHEREAS, Section 97.83 is added to the Revenue and Taxation Code that will establish for the southeast region of the County of Los Angeles to determine the benefit, practicality, and financial impacts of a program to provide financial incentives, in the form of increased ad valorem property tax revenue, for the development of transit-oriented, mixed-use, and standalone residential infill development on sites that are rezoned to allow residential use; and

WHEREAS, SB 1179 by Senator Bob Archuleta addresses the aforementioned issues and defines a “qualified city” as one that is both a member of the Gateway Cities Council of Governments and has a housing element for the applicable planning period that the Department of Housing and Community Development has determined, pursuant to Section 65585 of the Government Code, is in substantial compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:
SECTION 1. The City Council of the City of Pico Rivera does hereby finds the above recitals as true and correct and incorporates them in this Resolution as findings.

SECTION 2. The City Council hereby declares its official support of SB 1179 by Senator Bob Archuleta and further authorizes the Mayor of Pico Rivera to sign and transmit a letter in support of Senate Bill 1179 to all relevant authorities and entities.

SECTION 3. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 24th day of March, 2020.

_______________________________
Gustavo V. Camacho, Mayor

ATTEST:                       APPROVED AS TO FORM:

Anna M. Jerome, City Clerk    Arnold M. Alvarez-Glasman, City Attorney

AYES:                          NOES:
ABSENT:                        ABSTAIN:
To: Mayor and City Council

From: City Manager

Meeting Date: March 24, 2020

Subject: PICO RIVERA REGIONAL BIKEWAY PROJECT (CIP NO. 21280), FEDERAL PROJECT NO. ATPL-5351 (032) — AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 18-1844 WITH BKF ENGINEERS

Recommendation:

1. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 18-1844 with BKF Engineers to modify the environmental documents and revalidate the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Forms for a fee not-to-exceed $82,553.

Fiscal Impact:

The total funding for the Pico Rivera Regional Bikeway Project (Project) is $6,333,615. Funding consists of $3,932,000 in Federal Active Transportation Program Cycle 2 Grant Funds (Fund 698), $1,801,615 in State Urban Rivers Grant Funds (Fund 699), $500,000 in Measure M (Fund 208) and $100,000 in Transportation Development Act funds (Fund 210). There is no impact to the General Fund as a result of this regional project.

Discussion:

This Project entails a 1.5-mile bicycle access facility that will add a connection (bicycle/pedestrian bridge) over the San Gabriel River. The Project includes a Class IV bike path along Mines Avenue from the Rio Hondo Channel to the San Gabriel River; a new bridge structure located approximately 2,600 feet north of Mines Avenue spanning the San Gabriel River; and Class I and II bike lanes along Dunlap Crossing Road from the San Gabriel River to Norwalk Boulevard.

The alignment will connect an existing publicly accessible bike path on the west side of the San Gabriel River to the San Gabriel River Mid Trail. Additionally, the Project proposes street improvements along Mines Avenue from the Rio Hondo Channel to the San Gabriel River. The proposed improvements on Mines Avenue include but are not limited to pavement reconstruction, installation of bio-swales, reconfiguration of parking...
lanes, traffic signal modifications at the intersection of Rosemead Boulevard and Mines Avenue; and landscaping improvements. The Project will utilize sustainable native and drought tolerant plants, shrubs, and trees to limit water usage.

In 2015, the City was awarded a Federal grant under Cycle 2 of the Active Transportation Program (ATP) for this Project. The ATP goals are to increase the proportion of trips accomplished by biking and walking in the local community, increase safety and mobility, advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction, and enhance public health.

The ATP grant requires a local match. Therefore, the City applied for and was successfully awarded the competitive Urban Rivers Grant (URG) through the State Department of Natural Resources in the amount of $1,801,615 to serve as the City's local match for the construction phase of the Project. Funding from the URG and ATP grants will incorporate green infrastructure improvements to the Project to divert, treat, and replenish water resources coming from various forms of storm water and neighborhood runoff, preventing runoff from discharging to the Rio Hondo or San Gabriel rivers or treating it prior to discharge.

On October 23, 2018, the City Council approved a Professional Services Agreement with BKF Engineers ("BKF") for preparation of plans, specifications and an estimate for this project. BKF’s scope of work includes preparation of the environmental documents for the Project in accordance with CEQA and NEPA guidelines. The design team from BKF Engineers and City staff recommended an Initial Study/Mitigated Negative Declaration (IS/MND) to conduct a review process to identify any significant environmental impacts associated with this project and to adopt feasible mitigation measures for those impacts based on the magnitude and nature of the improvements, and the anticipated impacts to the surrounding community.

On June 25, 2019, the City Council approved Resolution No. 7023 and adopted the IS/MND developed concluding that the Pico Rivera Regional Bikeway Project would not have a significant impact on the environment.

As a result of comments received during community outreach meetings held by City staff and BKF Engineers, modifications to the conceptual design of the Project were made to address concerns from nearby residents such as parking, emergency vehicle access and traffic calming measures. Additional modifications included the relocation of the Class IV bike path along Mines Avenue from the center of the roadway to the southern curb and providing access paths from residential homes to parking stalls.

Based on the design modifications, the CEQA and NEPA documents will be modified and revalidated by Caltrans and the City. The proposed design modifications would occur within the overall construction footprint evaluated in the IS/MND. It is anticipated
that the design changes would not result in additional significant impacts or increase their severity as identified in the IS/MND.

**Conclusion:**

Additional professional services are needed to modify the environmental documents originally filed on behalf of the Project and to revalidate CEQA and NEPA documents due to modifications to the original conceptual design. Therefore, staff recommends amending Agreement No. 18-1844 with BKF Engineers for an additional fee not-to-exceed $82,553 to provide additional environmental documentation services.

Steve Carmona

SC:MH:KG:lg

Enclosure: 1) Amendment No. 1 to Professional Services Agreement No. 18-1844
AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
WITH BKF ENGINEERS, AGREEMENT NO. 18-1844

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-1844 FOR PROFESSIONAL SERVICES WITH BKF Engineers (“Amendment No. 1”), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA (“CITY”), and BKF Engineers, (“CONSULTANT”).

RECITALS

A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have previously executed that certain Agreement for Professional Services, Agreement No. 18-1844 (“Agreement”) relating to professional services in the City of Pico Rivera.

B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement shall be modified as follows:

Modification of environmental documents for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) revalidation as set forth in Consultant’s letter dated March 16, 2020.

2. MODIFICATION OF CONSULTANT’S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified work and services identified in this Amendment No. 1 shall be as follows:

Total compensation in accordance with the Consultant’s Fee Proposal dated March 16, 2020 for an amount not to exceed $82,552.96 (Eighty Two Thousand Five Hundred Fifty Two and Ninety Six Cents).

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.
4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”                                      “CONSULTANT”  
CITY OF PICO RIVERA                      BKF ENGINEERS  

______________________________  _________________________________
Steve Carmona, City Manager          Chris Rideout, Principal  

Dated: ____________________________  Dated: ____________________________  

ATTEST:                                  APPROVED AS TO FORM:

______________________________  _________________________________
Anna M. Jerome, City Clerk           Arnold M. Alvarez-Glasman, City Attorney
Subject: Pico Rivera Regional Bikeway, CIP No. 21280, Active Transportation Program (ATP) Federal Project No. 5351(032)

Dear Kenner:

The purpose of the requested change order are for: 1) the CEQA Modifications from CE to IS/MND, 2) the NEPA Modifications from Natural Environmental Study/Minimal Impact to full Natural Environmental Study required by Caltrans, 3) U.S. Army Corps of Engineers Section 408 permit required for borings used during design phase, 4) two additional public outreach meetings and five PDT Meetings, and 5) Caltrans NEPA and CEQA Revalidation Analyses.

I. CEQA Modifications

Once the bikeway plan was completed, it became evident that an Initial Study/Mitigated Negative Declaration (IS/MND) with accompanying technical studies was the proper course of action. With the potential loss of parking in the community, which can be a very sensitive issue with residents, a parking study and traffic circulation was performed to be included in the CEQA document.

The preparation of an IS/MND required technical reports for air, energy and noise. These studies were not included in the original scope. Additionally, response to public comments will be required as well as AB 52 Native American consultation. The preparation of the IS/MND also required additional coordination with the project team and requires BKF and VCS staff be present at community outreach meetings and available for Planning Commission/City Council meetings to describe the CEQA document. Reprographics costs were also incurred.

The original scope assumed that no focused biological surveys would be necessary. However, the jurisdictional determination identified the potential for sensitive plants; therefore, a rare plant survey was prepared for CEQA.

II. NEPA Modifications

The original Scope assumed a Natural Environmental Study/Minimal Impact, which is a brief memo, would be sufficient. Caltrans required a full NES due to the acreages of temporary impacts to the San Gabriel River. While the actual permanent impact is very small, the construction zone and access paths create a larger impact and Caltrans wanted a more robust study as a result.

Additionally, Caltrans required a Finding of Effect Report as the San Gabriel River itself was assumed eligible for listing on the National Register of Historic Resources for purposes of this project.

III. U.S. Army Corps of Engineers Section 408 Process

The original scope assumed one Section 408 process for the project to construct the Bridge and that any borings would be outside of the River itself. However, it was determined that the required borings were within the Flood Control District’s right-of-way, triggering an encroachment permit, which triggered a 408 permit for the borings. Our original scope was utilized processing the 408, so an additional scope is needed to process the construction 408.
IV. Additional Public Outreach Meetings (Two) and PDT Meetings (Five)

The original scope allocated a budget for two (2) public outreach meetings: one during the PA/ED Phase and the second at the end of the Final Design Phase before construction. Three public outreach meetings have occurred during the PA/ED phase of the project, with a fourth public outreach meeting anticipated at the Final Design Phase, with a total of four (4). Redesign and preparation of the exhibits for the presentation boards for the public outreach meetings.

VCS was only scoped to attend one (1) meeting since the Project anticipated to be Categorically Exempt. With the IS/MND path, VCS has attended a total of seven (7) PDT meetings, six (6) of which is out of scope.

V. Caltrans NEPA Revalidation Analysis and CEQA Revalidation

Based on the comments from the public outreach meetings, the geometric design of Mines Avenue was revised to address the most significant issues: parking, emergency access, while maintaining the design features to satisfy the Urban Greening Grant and ATP funding requirements; storm water treatment system, pedestrian and bicycle connectivity within the region. With the design changes, the NEPA documents are required to be revised and revalidated by Caltrans. The CEQA documents are also required to be revised, approved and adopted by the City.

VI. Reimbursables

We are requesting to increase the budget for Reimbursables, due to additional number of public outreach meetings, revisions to the geometry and perspective of the pedestrian bridge, the graphics mounted on foam boards needed to be redone.

Copies in binders of the Environmental Documents were provided during the Public Outreach meetings. Cost for reprographics are at cost and will be billed only as incurred to the limit indicated in the Compensation Table.

**COMPENSATION**

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>BKF FEE</th>
<th>VCS FEE</th>
<th>TOTAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>CEQA MODIFICATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepare Initial Study/Mitigated Negative Declaration (IS/MND) including a Mitigation Monitoring Report (assumes 150 hours). These additional hours represent an augment to the original contract since the scope was changed from a Categorical Exception to a Mitigated Negative Declaration</td>
<td>$17,060</td>
<td>$17,060</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepare Response to Comments</td>
<td>$11,709</td>
<td>$11,709</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meetings and coordination to further refine the project description in light of parking and access issues and modifications to the project footprint</td>
<td>$3,582</td>
<td>$3,671</td>
<td>$7,253</td>
</tr>
<tr>
<td></td>
<td>CEQA Air Quality/Energy/Noise Technical Reports</td>
<td>$8,500</td>
<td>$8,500</td>
<td></td>
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<tr>
<td></td>
<td>CEQA Focused Rare Plant Survey</td>
<td>$3,600</td>
<td>$3,600</td>
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<tr>
<td></td>
<td>Natural Environmental Study (NES). These additional hours are combined with the NESMI hours</td>
<td>$3,876</td>
<td>$3,876</td>
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<tr>
<td></td>
<td>AB 52 and Section 106 Native American consultation</td>
<td>$2,753</td>
<td>$2,753</td>
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<tr>
<td></td>
<td>Finding of Effect Report</td>
<td>$3,000</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>NEPA MODIFICATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preparation of a NEPA Environmental Assessment for the Corps Section 408 Permit (Includes Caltrans Coordination, In-Person Meeting and Teleconferences)</td>
<td>$2,864</td>
<td>$7,341</td>
<td>$10,205</td>
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</table>
Based on the direction provided to BKF by the City, the budget from the PA/ED was reallocated to fund the additional out of scope services rendered by BKF and VCS. Figure 1 – Budget Reallocation accounts for the remaining budget in the PA/ED Phase that were reallocated to offset the amount requested for Addendum Number 1. The requested amount of $117,280 is offset by the reallocation of the PA/ED budget to progress the Environmental Document (ED) and obtain Caltrans approval in the amount of $34,728. With this reallocation, the new amount to complete the remaining ED tasks and the authorized out of scope work is $82,553.

FIGURE 1 – BUDGET REALLOCATION:

<table>
<thead>
<tr>
<th>BASE CONTRACT</th>
<th>TOTAL BUDGET NEEDED</th>
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</thead>
<tbody>
<tr>
<td>$113,179.69 Cost to complete original PA/ED Tasks</td>
<td>$29,367.75</td>
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<tr>
<td>$83,811.94 Available budget</td>
<td>$53,185.21</td>
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<tr>
<td>$29,367.75 Budget Needed</td>
<td>$82,552.96</td>
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<table>
<thead>
<tr>
<th>ADDENDUM</th>
<th></th>
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<tbody>
<tr>
<td>$28,590.00 BKF Addendum</td>
<td></td>
</tr>
<tr>
<td>$(15,494.92) BKF Previously Invoiced</td>
<td></td>
</tr>
<tr>
<td>$88,690.00 VCS Addendum</td>
<td></td>
</tr>
<tr>
<td>$(48,599.87) VCS Previously Invoiced</td>
<td></td>
</tr>
<tr>
<td>$53,185.21 Budget Needed</td>
<td></td>
</tr>
</tbody>
</table>

Please contact me at 949-526-8478 if you have any questions or need any clarifications.

Sincerely

BKF Engineers

Sheila Amparo, P.E., QSD
Project Manager
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Total Hours</th>
<th>Budget Per Task</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Prepare Initial Study Mitigated Negative Declaration (SMND) including a Mitigation Monitoring Report</td>
<td>21</td>
<td>$3,582</td>
<td>$73,160</td>
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<td>1.2</td>
<td>Prepare Response to Comments</td>
<td>250</td>
<td>$54,169</td>
<td>$1,354,225</td>
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<tr>
<td>1.3</td>
<td>Meetings and coordination to further refine the project description</td>
<td>271</td>
<td>$57,750</td>
<td>$3,500,250</td>
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<tr>
<td>1.4</td>
<td>NEPA Air Quality/Energy/Nose Technical Reports</td>
<td>271</td>
<td>$57,750</td>
<td>$3,500,250</td>
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<tr>
<td>1.5</td>
<td>CEQA Focused Rare Plant Survey</td>
<td>271</td>
<td>$57,750</td>
<td>$3,500,250</td>
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<tr>
<td>1.6</td>
<td>Environmental Study (NES)</td>
<td>271</td>
<td>$57,750</td>
<td>$3,500,250</td>
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<td>1.7</td>
<td>AB 52 and Section 106 Native American consultation</td>
<td>271</td>
<td>$57,750</td>
<td>$3,500,250</td>
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<tr>
<td>1.8</td>
<td>Out of Scope PDT Report</td>
<td>271</td>
<td>$57,750</td>
<td>$3,500,250</td>
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<tr>
<td>2.1</td>
<td>NEPA Modifications</td>
<td>37</td>
<td>$2,846</td>
<td>$86,728</td>
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<td>3.1</td>
<td>U.S. Army Corps of Engineers Section 408 Process</td>
<td>23</td>
<td>$5,113</td>
<td>$23,697</td>
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<td>4.1</td>
<td>Additional Public Outreach Meetings and PDT Meetings</td>
<td>76</td>
<td>$13,362</td>
<td>$55,224</td>
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<td>5.1</td>
<td>Caltrans NEPA and CEQA Revalidation Analyses</td>
<td>47</td>
<td>$6,169</td>
<td>$19,115</td>
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</tbody>
</table>

**Total Subtotal Hours:** 248

**Total Hours:** 248

**Total Budget:** $117,280
To: Mayor and City Council
From: City Manager
Meeting Date: March 24, 2020
Subject: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION – AWARD PROFESSIONAL SERVICES AGREEMENTS

Recommendation:

1. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to Willdan to provide on-call construction management and inspection services;

2. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to TRC Engineers, Inc. to provide on-call construction management and inspection services;

3. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to PPM Group, Inc. to provide on-call construction management and inspection services;

4. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $1,000,000 to LAE Associates, Inc. to provide on-call construction management and inspection services; and

5. Execute the agreements in a form approved by the City Attorney.

Fiscal Impact:

The contract amount for each firm is up to $1,000,000 for a term of three (3) years to provide construction management services and inspection services. The Engineering Division will process purchase orders (PO) on an as-needed basis with selected firms to provide construction management and inspection services. Accounts for the PO’s will be established based on the project(s) and funding source(s) available such as Measure M, Measure R, Proposition C, Water funds, etc.
Discussion:

The Public Works Department requires construction management and inspections for various Capital Improvement Projects (CIP). In anticipation of the capital projects that will be identified following the completion of the water, sewer and storm drain master plans, as well as the implementation of the City’s Pavement Management Program, staff recommends for the City to have access to qualified on-call construction management and inspection services. Typical projects will include, but will not be limited to, roadway, streetscape, sidewalk, landscaping, utility, bridges, safety lighting, traffic signal and other public works construction projects.

A Request for Proposals (RFP) for on-call construction management and inspection services was distributed on August 26, 2019 and posted on the City’s website through PlanetBids.com. On September 16, 2019, the City received proposals from seventeen (17) firms in response to the RFP as follows:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Ranking Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRC</td>
<td>92</td>
</tr>
<tr>
<td>Willdan</td>
<td>91</td>
</tr>
<tr>
<td>PPM Group</td>
<td>91</td>
</tr>
<tr>
<td>LAE Associates, Inc.</td>
<td>90</td>
</tr>
<tr>
<td>KOA Corporation</td>
<td>89</td>
</tr>
<tr>
<td>Transtech</td>
<td>89</td>
</tr>
<tr>
<td>Biggs Cardosa Associates, Inc.</td>
<td>86</td>
</tr>
<tr>
<td>Interwest Consulting Group</td>
<td>85</td>
</tr>
<tr>
<td>SA Associates</td>
<td>85</td>
</tr>
<tr>
<td>GK &amp; Associates</td>
<td>84</td>
</tr>
<tr>
<td>FCG Consultants</td>
<td>83</td>
</tr>
<tr>
<td>Berg &amp; Associates, Inc.</td>
<td>83</td>
</tr>
<tr>
<td>Infrastructure Engineers</td>
<td>83</td>
</tr>
<tr>
<td>BKF Engineers</td>
<td>82</td>
</tr>
<tr>
<td>Dudek</td>
<td>81</td>
</tr>
<tr>
<td>Pavement Engineering, Inc.</td>
<td>80</td>
</tr>
<tr>
<td>Harris and Associates</td>
<td>69</td>
</tr>
</tbody>
</table>
In order to maximize the City’s flexibility and promote competition, staff recommends to award separate contracts to four (4) qualified consultants to provide construction management and inspection services. A panel of three (3) staff members from the Public Works Department independently reviewed and scored the proposals based on the qualifications based criteria described in the RFP and the proposals submitted by each firm.

Services to be provided include construction management, document control, claims mitigation, contract administration, construction observation, utility coordination, labor compliance, material testing services, construction inspection, and project close-out services. These professional services will be provided on an as-needed basis.

The City reserves the right to assign projects to each of the consultants at its sole discretion based on project requirements, funding requirements, as well as the availability of each consultant. Selection of a firm does not necessarily guarantee the award of work of any specific contract value.

**Conclusion:**

Staff recommends selection of four (4) firms to provide on-call construction management and inspection services, as needed. The Professional Service Agreements will remain active for a minimum of three (3) years with the option to extend the agreements for two (2) additional one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the three year term.

The selected qualified firms will be available to provide services on an as-needed basis for construction management and inspection services in the delivery of a variety of projects. These firms may be contacted during the term of the agreement to provide a fee proposal for individual projects and in accordance with the procedural requirements of the funding source for each project.

Steve Carmona

SC:MH:KG:lg

Enclosures: 1) Professional Services Agreement – Willdan  
2) Professional Services Agreement – TRC Engineers, Inc.  
3) Professional Services Agreement – PPM Group, Inc.  
1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Willdan Engineering, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. **RECITALS**

   2.1 City has determined that it requires professional services from a consultant to provide on-call construction management and inspection services.

   2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

   **NOW, THEREFORE,** for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

   3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

   3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “B.”

   3.3 “Commencement Date”: March 10, 2020

   3.4 “Expiration Date”: March 31, 2023

4. **TERM**

   The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it
must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Chris Baca, Director of Construction Management, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or
any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the
performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
Chris Baca, Director of
Construction Management and Inspection
Willdan Engineering
13191 Crossroads Pkwy North,
Suite 405
Industry, CA 91746
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. **COURT COSTS AND ATTORNEY FEES**

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
WILLDAN ENGINEERING

______________________________  ______________________________
Gustavo V. Camacho, Mayor       Chris Baca, Director of Construction
                                   Management and Inspection

Dated: ________________________  Dated: _____________________________

**ATTEST:**

**APPROVED AS TO FORM:**

______________________________  ______________________________
Anna M. Jerome, City Clerk       Arnold M. Alvarez-Glasman, City Attorney
City of Pico Rivera
Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660

Attention: Kenner Guerrero

Subject: Proposal for On-Call Construction Management and Inspection Services

The City of Pico Rivera is seeking qualified firms with an outstanding reputation, capacity, knowledge, and proven track record to provide on-call construction management and inspection services. Willdan Engineering has been providing on-call construction management and inspection services to California cities and counties for 55 years. We are well suited to partner with the City of Pico Rivera to achieve a fast-track approach for planned infrastructure and development projects. Highlighted below are just a few of the advantages Willdan offers.

- **City and Local Knowledge.** Willdan has provided construction management and inspection; labor compliance; traffic, city, civil, right-of-way, and geotechnical engineering; building inspection; and special district financing to the City of Pico Rivera. Through these services, we developed a keen understanding of the City's municipal goals and objectives. In addition to the City of Pico Rivera, Willdan provides construction management services to nearby cities such as South Gate, Inglewood, Paramount, Lynwood, Downey, Bellflower, La Puente, and Long Beach. Willdan's proposed team members – as well as our technical staff resources – are highly familiar with local policies and procedures, funding resources, and state and federal guidelines and standards. This knowledge and experience enable us to quickly initiate projects and respond appropriately to City staff.

- **Highly Skilled Contract Manager.** Mr. Chris Baca, RCI, CESSWI offers over 36 years of construction management and public works experience. He has successfully managed municipal on-call construction management contracts throughout California.

- **Staffing Resources.** Our corporate-wide bench of staffing resources encompasses licensed and certified technical experts and specialists in construction management, construction observation, geotechnical engineering, and materials testing/inspection. We offer specialists in labor compliance, grant funding administration, public outreach coordination, civil and traffic engineering, and other disciplines for energy, financial, and homeland security. The breadth and diversity of the firm's expertise enables our construction management experts to draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets.

We look forward to partnering with the City to implement upcoming infrastructure and development projects. If there are any questions regarding this proposal, please contact Mr. Chris Baca, RCI, CESSWI, by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 6296, by cell phone at (310) 502-6335; or by email at cbaca@willdan.com.

Respectfully submitted,

Willdan Engineering

Chris Baca, RCI, CESSWI
Director of Construction Management and Inspection
Section A – Assigned Personnel

Project Team Identification
Willdan’s Contract Manager, Mr. Chris Baca, RCI, CESSWI, has assembled a proposed team of highly-qualified individuals with extensive expertise in resident engineering, construction management, inspection, labor compliance, materials testing, and utility coordination. The organization chart contained herein identifies our project team members and their roles. The chart further illustrates the communication and reporting relationships among our team members, including our DBE subconsultant. It is important to note that the personnel shown represent the caliber of staff who could be considered for the role shown. This is far from an exhaustive list of our staffing resources and is shown to assist the City in evaluating our staff.

City of Pico Rivera

Contract Manager
Chris Baca, RCI, CESSWI

Lead Resident Engineer
Michael Bustos, PE, ENV SP

Lead Construction Manager
Jason Brown

Construction Management
Loren Clifton, PE
Chris Baca, RCI, CESSWI
Cesar Carvajal
Joseph Putrino
Duane Soileau, QSP, CESSWI

Construction Inspection
Joseph Putrino
Duane Soileau, QSP, CESSWI
Massood Eskandari
Barry Knudsen
Victor Ayala
Larry Brown
Glenn Stanley
Olad Meeker
Raj Gupta
Matthew Saab
Dennis Parker
John Crowe
Southstar Engineering and Consulting, Inc.

Labor Compliance
Jane Freij

Grant Funding Administration
Diane Rukavina, PE

Materials Testing
Mohsen Rahimian, PE, GE

Utility Coordination
Edward Cox

* DBE certified

Wildan’s goal is to exceed our client’s expectations; Messrs. Baca, Bustos, and Brown will work tirelessly to ensure that goal is met.

Project Management Team
The profiles below briefly outline our project management team’s licenses, certifications, education, years of experience, capabilities, and similar project experience. Comprehensive resumes can be provided upon request.

Chris Baca, RCI, CESSWI

Project Role
- Contract Manager
- Construction Manager

Mr. Chris Baca, RCI, CESSWI, will serve as both Contract Manager and Construction Manager for the City’s on-call construction management and inspection contract. Mr. Baca will be responsible for the various tasks outlined in Section 3.7 – Solicitation Response, including constructability review, construction management, public works inspection, public outreach, and material testing services. In addition to Mr. Baca’s construction management responsibilities, he will manage the support services provided by our in-house public works inspection staff, public outreach coordinators, labor compliance specialists, grant funding administrators, and material testers.
In his role as Construction Manager, Mr. Baca will manage the submittal process, log RFIs, provide weekly updates to the City’s Project Manager, conduct weekly meetings at the project site, respond to contractor-initiated claims, negotiate and draft change orders, and provide City-required project close-out documentation.

Summary Profile
- California, Division IV, Public Works, RCI No. 4161
- California, Division I, Engineering, RCI No. 5161
- BS, Public Administration, California State University, Fullerton
- Public Works Inspection, California State University, Los Angeles Extension

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<thead>
<tr>
<th>Experience/Skills that Benefit City of Pico Rivera</th>
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<tr>
<td>Experience as public outreach liaison for public works construction projects</td>
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<tr>
<td>Strong verbal and written communication skills</td>
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<tr>
<td>Customer service oriented</td>
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<tr>
<td>Problem-solver</td>
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Relevant Project Experience
- Project Manager, On-Call Inspection Services, City of Pomona
- Project Manager, On-Call Public Works and Land Development Inspection Services, City of Long Beach
- Project Manager, On-Call Inspection Services, Liberty Utilities
- Project Manager, On-Call Inspection, County of Los Angeles Department of Public Works
- Project Manager, On-Call Public Works and Land Development Inspection Services, County of Riverside
- Project Manager, On-Call Inspection Services, City of Rialto
- Project Manager/Construction Manager, Azusa Avenue Improvements, HPLUL – 5112(014), City of Azusa
- Project Manager/Construction Manager, Resurfacing Various Streets FY 2018, City of Rolling Hills Estates
- Project Manager/Construction Manager, Ayala Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto
- Project Manager, Lambert Road and Kraemer Boulevard Street and Landscape Improvements, City of Brea
- Project Manager/Construction Manager, Project No. 7310 Central Avenue and Tamarack Avenue Improvements, City of Brea
- Project Manager/Construction Manager, CP 16-01 Citywide Pavement Rehabilitation, City of Palm Springs
- Project Manager/Construction Manager, West Highland Bikeway Improvements, STR 14001 and OLA 09004, City of Highland
- Project Manager/Construction Manager, CIP No. 8233 Veterans Memorial Center, City of Davis
- Project Manager/Construction Manager, Booster Pump 1-A, City of Rialto

Michael Bustos, PE, ENV SP

Mr. Michael Bustos, PE, ENV SP, will serve as Lead Resident Engineer and Construction Manager. He will serve as City contact support for Mr. Baca. If for any reason, Mr. Baca is unable to respond within a reasonable timeframe, Mr. Bustos will respond to the City’s requests and inquiries. As part of his Resident Engineer responsibilities, he will monitor the activities of onsite project team construction managers and inspectors to ensure services are provided in accordance with Willdan’s procedures and quality standards and fully satisfy the City’s project expectations. Mr. Bustos is a California-licensed civil engineer and an experienced Resident Engineer and Construction Manager. He has been in responsible charge of numerous recently completed infrastructure projects with many of them being federally-funded.

Summary Profile
- Civil Engineer, California No. 73173
- Envision Sustainability Professional, Institute for Sustainable Infrastructure
- Resident Engineer Academy, Caltrans

<table>
<thead>
<tr>
<th>Experience/Skills that Benefit City of Pico Rivera</th>
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<tbody>
<tr>
<td>Licensed civil engineer with 18 years of design experience for street improvements, pavement rehabilitation, and wet utilities</td>
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<tr>
<td>Over 10 years of construction management experience for street improvements, pavement rehabilitation, wet utilities, storm drains, grading, vertical construction, tenant improvements, street lighting, landscaping and irrigation, and traffic signals</td>
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<tr>
<td>Experienced with CalRecycle procedures and RAC grant program</td>
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<tr>
<td>Served as resident engineer for over two dozen federally- or state-funded projects, including FHWA/Caltrans, CDBG, and FEMA funding</td>
</tr>
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Relevant Project Experience
- Resident Engineer, Phillips Boulevard Traffic Calming, City of Pomona
- Resident Engineer, La Brea Avenue Roadway Reconstruction – Phase II, City of Inglewood
- Resident Engineer, La Brea Avenue Intersection Realignment – Phase III, City of Inglewood
- Project Manager, Imperial Highway Improvements, City of Inglewood
- Construction Manager, Palos Verdes Drive North/Rolling Hills Road Traffic Signal Modifications, City of Rolling Hills Estates
Mr. Jason Brown will serve as Lead Construction Manager. He will assist with management of the on-call contract and provide oversight of the inspectors – ensuring compliance with proper construction management and observations practices and City procedures, standards, and policies. Mr. Brown has been providing management and inspection of many large CIP and land development projects throughout his career with Willdan.

Summary Profile
- Construction Inspector, California No. 5510
- Public Works Inspector, Fullerton Community College
- 27 Years’ Experience

Experience/Skills that Benefit City of Pico Rivera
- Serves as construction manager for approximately 30 state-funded projects, including FHWA/Caltrans and CDBG
- Extensive experience providing public outreach services in Cities of Long Beach and Rialto
- Experience with implementing City encroachment permit inspections and processing

Relevant Project Experience
- Supervising Construction Inspector, On-Call Inspection Services, City of Pomona
- Supervising Construction Inspector, On-Call Public Works and Land Development Inspection Services, City of Long Beach
- Supervising Construction Inspector, On-Call Inspection Services, Liberty Utilities, Los Angeles County
- Supervising Construction Inspector, On-Call Public Works and Land Development Inspection, City of Highland
- On-Call Construction Administration and Inspection, City of Chino
- Supervising Construction Inspector, On-Call Inspection Services, City of Rialto
- Construction Manager/Supervising Construction Inspector, On-Call Inspection Services, City of Downey
- Supervising Construction Inspector, Citywide Traffic Signal Modifications, City of Lakewood
- Supervising Construction Inspector, Arcadia Downtown 2000 Revitalization, City of Arcadia,
- Supervising Construction Inspector, MetroLink Station, Griffin Holdings, Inc., Tustin
- Supervising Construction Inspector, Transit Priority, City of Santa Monica

Qualifications and experience for our technical support team are provided in Section E – Statement of Qualifications.
Section B – Understanding Scope of Services

Willdan understands the City is seeking qualified firms to provide on-call construction management, inspection, materials testing, labor compliance, and – possibly – grant administration services. Through Willdan’s long history of providing these identical services to cities and counties throughout California, we have ascertained that success working under this type of contract is dependent upon understanding a variety of elements that may be encountered.

Willdan has executed over 200 recent on-call contracts where project assignments are issued by the public agency on an as-needed basis. The project scopes, schedules, and costs were negotiated and agreed upon prior to project award. These project assignments range from small local sidewalk improvements to large arterial and land development improvements, grade separations, and pedestrian bridges. The scopes of services requested vary from project to project and could include any combination of construction management, construction inspection, labor compliance, materials testing, utility and outside agency coordination, and project closeout.

Willdan’s approach to on-call construction management and inspection starts with assigning the project-specific construction manager and project inspector. Our management team will work closely with the City’s Project Manager to assign the most qualified individual to each project. To achieve the aforementioned goals, Willdan has developed our proposed team based upon our understanding of the City’s scope as outlined in the Request for Proposals utilizing the defined project roles below.

### On-Call Elements May Involve
- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff is crucial
- Availability of our staff to the work assignment as it develops is often critical to moving that project forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract

### Resident Engineering/Construction Management – fundamental means to control and monitor construction progress, scheduling, cost, and quality
- Team leader responsible for:
  - maintaining project stability
  - facilitating coordination between various team members, including City, contractors, designer, utility agencies, material testing, and others stakeholders
  - leading construction meetings and ensuring relevant project discussions and changes to contract documents are well documented
  - communicating clearly and effectively
  - logging, tracking, and processing submittals and requests for information
  - fielding inspections performed by in-house, other consultant firm, or City inspection staffs

### Construction Inspection – focus on daily activities documentation and construction compliance with contract documents monitoring
- Primary field personnel responsible for:
  - communicating directly with contractor’s supervisory personnel and public
  - tracking contractor’s daily labor and equipment and materials delivered to site
  - verifying proper safety measures are implemented by contractor
  - reporting to in-house, other consultant firm, or City construction/project manager

### Labor Compliance – Enforces the California prevailing wage regulation compliance
- Labor compliance specialist responsible for:
  - ensuring construction projects utilizing public funds are paid appropriate prevailing wage rates for work performed
  - overseeing personnel treatment on public works project with regard to fairness, equality, and compliance in conformance with applicable state or federal prevailing wage rates
  - analyzing certified payroll documents and fringe benefit statements
  - investigating wage and hour complaints
  - monitoring, educating, and assisting contractors with respect to labor and prevailing wage requirements
  - maintaining files in accordance with federal, state, and local record-keeping requirements

### Materials Testing – crucial role in quality control and assurance process
- Under on-call contracts, materials testing may be:
  - part of larger construction management and inspection contract
  - stand alone contract with short lead times and short durations
  - part of a design contract

### Utility and Outside Agency Coordination – essential element of successful construction project
- Most projects require coordination with outside agencies for:
  - securing permits
  - working with agency’s jurisdiction
  - adjudicating/existing utility infrastructure impacted by proposed improvements
  - ensuring emergency services and transit agencies are informed of travel way impacts
  - identifying and understanding various agency requirements for notification and inspection

### Project Closeout – critical to providing City with organized, usable construction files after project completion
- Services typically include:
  - processing final payment to contractor
  - verifying required warranties and operations and maintenance manuals and spare parts are provided to City
Section C – Methodology and Work Plan

Project Approach
Willdan’s approach to construction management starts with assigning the construction manager, and the project inspector. Our management team will work closely with the City’s Project Manager to assign the most qualified individual to each project. To achieve the aforementioned goals, Willdan’s approach to inspection and management of the City's construction projects includes:

- Thorough review of project specifications and plans
- Initial set-up of project-specific construction management files
- Identify and address key project issues prior to start of construction
- Agree on project-specific quality assurance program
- Arrange preconstruction meeting and process RFIs and submittals
- Maintain detailed project records and provide weekly/monthly reports
- Arrange weekly project meetings to review and address project issues
- Provide qualified inspectors to closely monitor contractor's work and progress
- Provide detailed inspection reports of contractor's daily activities
- Respond to resident and business complaints and questions
- Provide final project close-out documents conforming to City, Willdan, and Caltrans auditing requirements

Project-Specific Goals
Willdan’s goals for each awarded project include:

- Ensuring Project Success – Provide City and contractor with constant feedback affecting project
- Community Enhancement – Monitor project for conformance to City’s high standards
- Impeccable Recordkeeping – Maintain construction files pursuant to City, Willdan, and Caltrans Resident Engineering Manual
- Rigorous Budget Control – Provide weekly budgets updates to City Project Manager
- Maintain Schedule – Provide weekly schedule updates and ensure contractor complies with project schedule requirements
- Resident and Business Satisfaction – Provide periodic updates to businesses and residents affected by the project, ensure project is well maintained and project traffic controls are installed per project plans, MUTCD, and City requirements

Methodology
Willdan's construction management and inspection team strives 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 City’s 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 City's 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.

Willdan adopted Caltrans' Construction Manual and Bridge Construction Records and Procedures Manual, Volumes 1 and 2, as our standard procedures over 25 years ago. Our construction management and inspection staff offer long-term expertise with:

- Caltrans design procedures
- Caltrans Local Assistance Procedure Manual (LAPM)
- Caltrans Local Assistance Program Guidelines (LAPG)
- Caltrans Standard Plans and Specifications
- State regulatory requirements
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 design team oversight and management; general contractor’s contract administration; project scheduling, budget, and controls; building and public works inspections; and materials testing compliance. As part of our project-specific quality assurance program as described in the Project Controls subsection of Section D – Project Management, upon receipt of a task order, our construction manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and project schedule. The work plan will provide definitive direction 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.

Presented herein is Willdan’s typical project work plan. Because our standard procedures already incorporate Caltrans standards and manuals, our typical work plan is fully compliant with requirements for federally-funded projects without any adjustment to our normal construction management and inspection processes. As presented in the previous section, Willdan will develop a work plan that is specific to each project awarded.

Task 1 – Constructability Review

1. Conduct a thorough review of the construction 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.
2. Identify the elements of construction that could be substituted with more efficient materials and associated methods.
3. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
4. Verify through in-house design support consultation that each identified item of concern is interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact implementation.
6. Prepare a report of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.

Task 2 – Resident Engineering

1. Conduct thorough review of soils report, construction plans, and specifications and 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. Review documentation for compliance with stakeholder agencies’ requirements for traffic control plans, construction scheduling and sequencing, and permitting, including DBE good faith efforts if applicable.
5. Confirm that the contractor's SWPPP plan meets QSD/QSP requirements and all storm water permits are in place.
6. Verify method for determining weather-related construction delays is included in contract.
7. Verify that specifications include appropriate language requiring on-the-job training.
8. Verify that specifications require contractor to submit monthly schedule updates with progress payment requests and weekly submission of two-week look-ahead schedule.
9. 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.


11. Attend prebid site meeting.

12. Coordinate design revisions, requests for information (RFIs), and other appurtenant work with City’s design consultant.


14. Review three lowest bids and DBE good faith efforts.

15. Verify low bidder’s qualifications and prepare bid summary, contract award recommendation, and notice of award.

Task 3 – 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 public’s questions 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 preconstruction meeting, prepare 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 in timely fashion pursuant to contract documents and LAPM.

8. Log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (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 (two-week look ahead schedule)
   - Review SWPPP issues
   - Review contractor’s safety program

   A sample of Willdan’s weekly meeting minutes can be provided upon request.

17. Prepare minutes for weekly construction progress meeting.

18. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
19. Evaluate and respond to contractor’s requests for clarification of plans and specifications.
20. Ensure that all questions, conflicts, and issues are immediately brought to City’s attention and addressed with appropriate directives to contractor.
21. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
22. Perform quantity, time, and cost analyses required for negotiation of contract changes.
23. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
24. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
25. 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.
26. Monitor materials documentation and testing results and enforce corrections.
27. 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.
28. Monitor preparation of punch list at substantial completion and follow up.
29. Routinely review construction files to ensure conformance to City standards and good construction management practices.
30. Ensure City receives as-built set of drawings at completion.
31. Assist City with stop notices and release of retention.
32. Provide memorandum of clearance to issue notice of completion.
33. Finalize and deliver all construction files and supplies to City for their records.

**Task 4 – 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. Assist City’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, special inspections, and field work by utility companies.

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.

**Task 5 – Geotechnical and Materials Testing**

1. Attend meetings, as needed, with project team.

2. Review existing geotechnical reports and project plans and specifications.

3. Observe and test during clearing and grubbing, grading, shoring installation, foundation excavation, site utility trench backfilling, and subgrade preparation.

4. Perform laboratory testing.

5. Provide continuous soils engineering support during construction.


7. Verify compliance with approved project plans, specifications, and applicable code requirements.

8. Sample and test concrete for compressive strength.


10. Inspect placement of any epoxy/anchors and screw anchor placement for compliance with plans and specifications.


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.

**Task 6 – 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.

**Task 7 – Labor Compliance**

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for project.

2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.

3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on Federal List of Parties Excluded (debarment list).

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

5. Verify and document jobsite posting of wage rate information and labor compliance posters.

6. Receive and review labor compliance documentation from inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.

7. Follow up with contractor by telephone and/or certified mail regarding required document submittals and payroll discrepancies.

8. Coordinate withholding of progress and/or retention payments with County staff if contractor fails to abide by labor compliance requirements.

9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.

10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.

11. Coordinate project file reviews by authorized county, state, and federal agencies.

12. Submit complete federal labor compliance file to County for retention (federal labor compliance files are to be retained for period of not less than three years).

**Task 8 – Funding Submittals**

1. Send copy of notice of preconstruction meeting to Caltrans.

2. Prepare local agency contract award checklist.

3. Prepare detail estimate and summary and finance letter based upon low bid.

4. Obtain from contractor Local Agency Bidder – DBE Commitment (construction contracts) and Local Agency Bidder – DBE Information (construction contracts) based upon low bid.

5. Prepare resident engineer’s construction contract administration checklist to help local agency with administration of federal-aid project.

6. Submit to Caltrans DLAE Item Nos. 2 through 5 along with City-provided data for engineer’s final opinion of probable construction cost, contractor’s bid, bid analysis, executed contract, and as-advertised plans and specifications.
7. Prepare progress invoice at least every six months based upon contractor’s contract progress reports and submit to Caltrans DLAE.

8. Prepare federal report of expenditures letter and report of expenditures checklist based upon statement of working days.

9. Prepare local agency final inspection form to initiate Caltrans’ jobsite review and verification of project completion.

10. Prepare materials certificate 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.

11. Prepare final invoice, final detail estimate and summary, and change order summary Caltrans exhibit forms based upon contractor’s final contract progress report.

12. Submit to Caltrans DLAE Item Nos. 2 through 5 and attach Final Report – Utilization of DBE, First Tier Subcontractors and DBE Certification Status Change to initiate timely project closure and payment.

13. 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.

**Task 9 – Project Closeout**

1. Review, finalize, and transmit the contractor’s approved record drawings (as-built) to the City.

2. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.

3. Secure and transmit required guarantees, affidavits, releases, waivers, and operation manuals to the City’s Project Manager.

4. Finalize contract bid items, claims, change orders, and punch list items.

5. Prepare documentation for final payment to the contractor.

6. Provide a redline set of as-built plans and prepared as-built drawings in AutoCAD.

7. Prepare all final reports including report of completion for acceptance of the project.

8. Finalize and deliver all construction files to the City ready for archiving in both electronic and hard copies.

9. Address any unresolved issues, including, but not limited to, change orders, claims, etc.

10. Complete documentation required by various funding sources and other regulatory authorities.

**Deliverables**

- **Constructability Review.** Willdan will provide requested reviews within five business days of the notice to proceed.

- **Preconstruction Minutes.** Willdan’s Resident/Engineer Construction Manager will provide the preconstruction meeting minutes within three working days of the meeting date.

- **Daily Logs.** Willdan's inspection personnel will provide detailed daily logs at the end of each work week.

- **Weekly Report.** Detailed weekly reports will be submitted at the end of each work week.

- **Monthly Report.** The required monthly report will be submitted with the monthly progress payment.

- **As Built Plans.** As-built plans will be provided on a weekly basis with final plans submitted within five days after cessation of work.

- **Progress Payments.** Payments will be submitted monthly and will include Willdan’s payment recommendations.

- **Material Testing Results.** Material testing field notes will be provided weekly basis and final reports will be submitted with the monthly report.

- **BMP Reports.** BMP reports will be submitted with the weekly reports.

- **Final Construction Management Files.** The final construction management file will be submitted with 15 days after cessation of work.
Section D – Project Management

Project Management Goals
Willdan has had two primary objectives since our inception in 1964:

- Ensuring the success of our clients
- Enhancing their communities

Working steadily toward these goals we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction management and inspection team bring to each project. To these goals, we add individual project-oriented goals that include:

- Continuous communication with City staff, contractor, and design team
- Impeccable recordkeeping and reporting
- Rigorous budget control – minimizing change orders and applying value engineering where applicable
- Comprehensive schedule control – keeping the project moving while resolving design, contractor, or other project-related challenges

Our ultimate goal is to surpass our clients’ expectations and provide a completed project that benefits City staff, Council members, business owners, and residents.

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 complies with applicable federal funding requirements, LAPM, and the contract documents. Willdan’s resident engineer/construction manager and public works inspector(s) will coordinate and work proactively to assist the general contractor’s construction efforts. They will 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
- Review of contractor’s project construction CPM schedule
- General contractor selection assistance, if desired by City
- Preconstruction meeting with general contractor, City representatives, designer, and others deemed necessary by City or Willdan

Once construction has begun, Willdan will monitor methods and progress to ensure the project is construction per the plans and specifications:

Administrative Process

- Track Construction Progress and Work Quality
- Log and Process All Contractor Submittals and Requests
- Track Labor and Equipment pursuant to LAPM
- Review and Assist with Resolution of All Technical Data and Issues
- Review and Monitor Work as Constructed
- Initiate Employee Interviews
- Provide City with Daily, Weekly, and Monthly Construction Progress Reports with Supporting Technical and Financial Documents
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 reduces costs.

The assigned resident engineer/construction manager is responsible for daily decisions and assignments of specific duties while monitoring the success and completion of project construction. The resident engineer/construction manager has specific administrative duties that include review of field activities. The resident engineer/construction manager 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.

Additionally, our resident engineer/construction manager will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straightforward, 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.

Key/Critical Issue Identification
There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection as outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

- Institution of standard procedures for project records and inspection processes conforming to the highest standards for permit inspection is necessary to have effective mitigation of future maintenance issues.
- Schedule and cost management are priority areas for Willdan’s inspection team. Our team provides weekly and monthly reports detailing costs to date and projected final cost estimates.
- A project-specific quality assurance program is essential on complex projects to maintain orderly, cost-effective, and comprehensive materials quality control.

Project Controls

City Liability Mitigation
Our staff understands the importance of accurate documentation and filing to ensure that the City’s liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution.

To maintain quality, provide proper quality control, and mitigate the City’s potential liability, our inspection staff is provided with detailed check sheets for a myriad of inspections, including – but not limited to – slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

Traffic and Safety
Willdan’s in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor’s traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.

Contractor Compliance
Our inspection staff has extensive experience with a myriad of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspector will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.
Willdan’s inspectors will monitor the contractor’s operations for conformance with City compaction standards by working with the City’s approved material testing lab and will not accept any trench backfill or allow any pavement repair until proper compaction is verified by the lab. Also, the inspector will verify that the base and asphalt mix design meets City standards.

In terms of asphalt overlay and other asphalt-related activities, Willdan’s inspectors will meet with the contractor prior to asphalt placement to ensure the asphalt mix design has been approved by the City, review traffic control plan and planned haul routes, measure the street section and provide the City’s Project Manager with an estimate for the work, monitor cold milling and other preparatory work for conformance with the plans and specifications, monitor paving to ensure minimum compaction requirements are being met, monitor traffic control during the entire operation and report deficiencies to the City’s Project Manager, work with the City’s material testing lab to monitor the asphalt plant, and ensure adequate temporary traffic control is installed.

After paving has been completed, our inspector will monitor installation of the final striping. The final striping should be installed within the time specified in the project specifications. The contractor will be required to cat-track all areas that are to receive striping and our inspector will work with the City’s Traffic Engineer or designated representative to monitor the final installation for conformance with applicable City standards and plans.

**Project-Specific Quality Assurance Plan**

The critical component to successful project management is to identify those elements that are essential to providing the client with a project the community can embrace with pride. Willdan fosters a belief that each project has its own unique characteristics and client satisfaction and goal achievement will not benefit from a one-approach-fits-all-projects philosophy. With this in mind, our project teams are trained to think outside the box and seek out the most practical, cost-effective methods to achieve the improvements envisioned by our clients’. Each project awarded under our on-call contracts benefits through our added-value services wherein a quality assurance project plan is developed and incorporates project-specific management techniques, a cost-effective scope of work, efficient use of staffing resources, adherence to the overall construction schedule and project budget, and quality assurance processes.

Willdan’s construction managers will prepare project-specific quality assurance plans for each project awarded under the on-call contract and oversee their implementation and use throughout the term of the individual projects. The basic goal of the quality assurance 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:

- Address contractor coordination issues
- Identify key dates to maintain the project schedule
- Investigate constructability
- Discuss construction sequencing
- Track progress

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.

Willdan has adopted the Caltrans Construction Manual and will incorporate Caltrans’ prescribed standards and procedures by superimposing Caltrans’ Construction Manual/City 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.
Section E – Statement of Qualifications

Willdan Engineering, a California corporation since May 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nation-wide clientele through four subsidiary firms – Willdan Engineering, Willdan Energy Solutions, Willdan Homeland Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths.

Throughout our 55-year history, Willdan Engineering (Willdan) has served as a full-service, multidisciplinary firm specializing in municipal engineering and planning services along with a full complement of support disciplines necessary for a sustainable project. Our services and in-house support disciplines encompass traffic, civil, structural, geotechnical, right-of-way, city, and special district engineering; urban and regional planning; program/construction management and inspection; plan, study, and report review; building safety; drainage and flood control; mapping; and other appurtenant services such as GIS, utility coordination and relocation, and landscape architecture.

With this depth of experience, expertise, knowledge, and resources, Willdan offers a comprehensive understanding of public agency challenges and needs is what makes Willdan unique.

Corporate Mission and Philosophy

From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interests with private enterprises conducting business with our public agency clients or within their jurisdictions.

Corporate Mission and Philosophy

Corporate Mission and Philosophy

Our Clients Are Our Priority
- Thorough review of project bid items to avoid cost overruns
- Quick response to resident and business complaints or questions
- Field staff trained to look ahead for potential project issues
- Regular financial project reports provided to City staff
- Detailed check sheets maintain quality, provide proper quality control, and mitigate our clients’ potential liability

Unique to Willdan is our understanding of public agency needs and issues. Willdan's professionals often serve to extend our clients' staff in the capacity of city and traffic engineers, planning directors, building officials, and other public agency positions. Additionally, many provide the added value of having served in public agency management positions prior to joining Willdan.

To meet and, on many occasions, exceed the expectation of our clients, Willdan fosters and instills a corporate culture of Customer-First among our staff and in our day-to-day work environment. Looking out for the City’s best interests is at the forefront of everything we do. Our customer-focused philosophy is particularly evident when dealing with complex situations and difficult challenges that are hard to resolve.

Construction Management and Inspection Overview

Willdan has served local cities for many years providing street widening, pavement rehabilitation, median, and traffic signal design along with full construction management for hundreds of projects. The professionals selected for this on-call contract are highly experienced in managing and inspecting public works projects involving capital improvement program and land development improvements and encroachment permits.

Training and Assessment

Willdan's inspectors are trained to provide construction inspection 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 documents.

Willdan recognizes that our employees are our most important resource. We provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. Willdan uses various tools to successfully retain high-performing staff. Our inspectors are provided with an outline of
performance standards each inspector is required to meet and uphold. Monetary incentives, including bonuses, to show appreciation of exemplary performance are provided annually based upon specific parameters. Providing tuition reimbursement for staff to obtain an academic credential is another tool we have used successfully for professional development so staff can continue to provide exemplary service. Willdan's staff members receive tuition reimbursement to complete Bachelor and Master degrees and attend seminars and extension courses to further develop their skills. We encourage staff to obtain professional licenses and credentials to enhance their capacity to serve our clients. We pay for courses to prepare for examinations and certifications such as PE, QSP/D, CESSWI, ENV SP, ACIA, or APWA certifications and reimburse staff for certification or license renewals.

Specific to our construction management and inspection staff, Willdan conducts bi-annual in-house seminars, including WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. These seminars have all been conducted by Willdan registered engineers who are experts in their respective fields.

**Caltrans-Administered Project Experience**

Willdan's proposed team members have extensive experience handling complex public works inspection projects, including those administered by Caltrans. Willdan has detailed knowledge of the current LAPM and can provide project management from the funding procurement stage through project close-out. Our proposed team has participated in over 100 successful Caltrans audits and has success managing all types of specially-funded projects.

**Inspection Certifications**

Our inspectors are provided with an outline of performance standards that each inspector is required to meet and uphold. 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. Inspectors are required to provide proof of certifications and Willdan assists with payment of the certification/license fees. Many of Willdan’s inspectors have obtained their QSP, ACIA, or APWA certifications through this reimbursement program. Our inspectors are encouraged to participate in online safety classes conducted by Click-Safety and attend special in-house training from our traffic professionals on traffic control safety.

**Inspection Equipment**

Willdan has a standard set of equipment that each inspector is required to have on hand. In some cases, Willdan maintains an inventory of the necessary equipment that is utilized by all inspectors. The list includes items such as vehicles and vehicle maintenance; cell phones; laptop computers; digital cameras; hand and other general inspection tools necessary to perform normal public works inspections; general office supplies; safety equipment – boots, hard hats, and vests; and agency standards plans, specifications, and manuals. Willdan maintains checklists of equipment assigned to each inspector for each project.

**Safety Training**

Onsite project safety is of paramount importance to Willdan, our clients, general contractors and their subcontractors, and communities we serve. As part of our corporate philosophy, Willdan makes every effort to provide training opportunities for our construction management/inspection office and field personnel. This includes Cal OSHA construction safety requirements, claims control, and project scheduling. Willdan provides online Cal OSHA safety training for each of our inspectors through Click-Safety online training courses. 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 online safety training, Willdan provides bi-annual in-house safety training to each of our inspectors, construction managers, and on-site personnel.

**Claims Resolution Expertise**

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

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 and address project team meetings, effective communication mediums, and quality control processes.

A well-defined work plan is part of Willdan’s project-specific quality assurance strategy.
Willdan’s in-house capabilities include reviewing the SWPPP to confirm that the contractor’s plan meets the Regional Water Quality Control Board requirements to eliminate water quality issues associated with stormwater and daily runoff. Storm water permits are checked to ensure they are in place for the project improvements. Willdan’s public works inspectors are well versed in the latest requirements and will ensure the required BMPs are installed per the project-approved SWPPP.

Our project inspectors will maintain a Project-First Philosophy with the contractor – ensuring construction is easy, straightforward, 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.

Firm Qualifications

Construction Management and Inspection

Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan’s corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and affected stakeholders.

Our resident engineers, construction managers, and construction observers offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members 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, contractors’ schedules, and contract documents. Potential problems are brought to the attention of the City’s Project Manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public and the project are avoided.

Geotechnical Engineering/Materials Testing

Willdan provides a full gamut of geotechnical studies, engineering geology, and materials testing and inspections, including subsurface exploration, geologic and seismic hazard assessment, soil testing, engineering and pavement analyses and designs, construction support (soils and materials testing and inspection), and special studies. Our testing laboratory is certified by Caltrans. The laboratory can satisfy soils and materials testing needs for a variety of projects. We have provided material and foundation reports per Caltrans’ guidelines for thousands of projects – all reviewed and approved by Caltrans.

Utility Coordination and Permitting

Willdan’s utility coordination staff is knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types.

Labor Compliance

Willdan has been providing labor compliance services for over 35 years. Through this experience, our staff has developed an extremely efficient compliance management system – perfected through continual review and updates – that maximizes efficiency, minimizes cost, and provides our clients with a high level of comfort about project progress. Our labor compliance staff members have completed monitoring and enforcement assignments for public agencies throughout California. Of particular note, is our expertise and experience with local Los Angeles County cities such as Downey, El Monte, Hawaiian Gardens, Inglewood, La Puente, Lakewood, Pico Rivera, Ridgecrest, West Ridgecrest Boulevard, and others.

Qualifications for Providing Services

- Construction inspection for thousands of small and large public works improvement projects involving:
  - Asphalt rehabilitation
  - Traffic signal installation
  - ADA-compliant improvements
  - Utility adjustments/relocations
  - Water and fire hydrant replacement
- In-house Caltrans-certified materials testing laboratory backed by over 10 years of public improvement testing for:
  - Asphalt
  - Concrete
  - Soils
- Responsiveness to community concerns through public outreach programs successfully implemented for agencies such as:
  - City of Long Beach
  - City of Rialto
  - City of Santa Monica
  - City of Davis
- Successful federal/state grant program compliance provided for projects such as:
  - Ayala Widening, City of Rialto
  - Azusa Avenue, City of Azusa
  - Lambert Road, City of Brea
- Claims resolution approach placing the project first and striving for fairness for all parties has resulted in successful construction completion for our clients, including:
  - Palm Springs, Project No. 15-01
  - Rialto, Project No. 16032
  - Ridgecrest, West Ridgecrest Boulevard
Lynwood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, South Gate, Venice Beach, and Whittier. Willdan's staff serve as the labor compliance officer for several multi-million-dollar joint-venture efforts between the City of Los Angeles and Skid Row Housing Trust to build affordable housing in Downtown Los Angeles. We understand the unique contract requirements that can apply to each project and are able to assist with enforcing labor compliance standards on any type of project.

**SWPPP/WQMP**

Willdan's stormwater specialists include Qualified SWPPP Practitioners and Qualified SWPPP Developers. These certified and highly-trained staff members team with our engineering design and construction management staff to develop effective SWPPPs that conform to both the State's Construction General Permit and the appropriate municipal stormwater permits. Willdan's construction observers are trained to assist with review of the submitted plans and, as necessary, assist with submittal of NOI applications to the state. Our team is highly skilled at verifying best management practices and monitoring establishment, maintenance, and modification of SWPPP measures. Our team members work closely with the contractor to ensure that each SWPPP and its specific specifications are understood and implemented. Willdan has worked extensively with regulatory staff and utilized resources and guidelines by the California Stormwater Quality Association to gain and maintain a comprehensive understanding of permit requirements.

**On-Call Construction Inspection Expertise**

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 re-location, 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 deliver an end product our clients envision and embrace.

We begin our approach by adhering to these basic principles:

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

**Federal Grant Administration and Compliance**

Willdan is thoroughly familiar with regulations pertaining to expenditures of federal, state, county, and local funds, including:

- Arterial Highway Rehabilitation Program (AHRP)
- Surface Transportation Program Local (STPL)
- Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU)
- Community Development Block Grant (CDBG)
- Highway Bridge Program (HBP)
- State Gas Tax; Hazard Elimination Safety (HES)
- Highway Safety Improvement Program (HSIP)
- Various other grant and funding sources

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. We have worked extensively for and with the CPUC, all Caltrans Districts, Caltrans Division of Structures, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers. We have processed numerous permits and approvals through FHWA, CPUC, FRA, CTC, CCC, CDFW, RWQCB, etc. We are familiar with funding, permitting, and procedural requirements of these agencies and have an excellent working relationship with the essential staff involved in local agency programs. Our contacts with personnel in these agencies enable us to facilitate permit processing and compliance when required.
In addition, Willdan has experience preparing and processing various Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. Willdan has assisted local agencies at various stages of state- and federal-funded projects from the initiating request to final invoicing. Our team stays apprised of revisions to the Local Programs Procedures (LPPs) procedures and forms in the LAPM.

Willdan offers expertise in funding sources to assist our clients with obtaining available funding for current and future capital improvement projects. Together with our grant funding administration experience, our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.

Regulatory Agency Compliance
Willdan is thoroughly familiar with regulatory agency permitting requirements and environmental, design, and construction procedures and requirements for projects within Caltrans’s right-of-way. Although each project encompasses different components, the general process remains the same – following the Caltrans Local Assistance Procedures Manual (LAPM). Over 26 years ago, Willdan adopted Caltrans’ Construction Manual as our in-house standard and has incorporated Caltrans’ prescribed standards and procedures into our everyday inspection routine.

Technical Support Team Qualifications
Our Contract Manager, Mr. Chris Baca, RCI, CESSWI, has selected individuals with extensive expertise and directly related experience to provide construction management, construction inspection/observation, public outreach, labor compliance, and grant funding administration as required. The profiles below briefly outline our technical support team’s licenses, certifications, education, years of experience, and similar project experience. Comprehensive resumes can be provided upon request.

### Loren Clifton, PE

**Project Role**
- Resident Engineer
- Construction Manager

**Summary Profile**
- Civil Engineer, California No. 52167
- General Contractor No. B-452908
- BS, Civil Engineering, California State University, Chico
- Caltrans Project Engineer, Resident Engineer and Materials Engineering Academy
- Caltrans State and Federal Regional Infrastructure Funding
- EPA Stormwater Pollution Prevention Program Certification Negotiation
- Contract Specifications Writing
- 29 Years’ Experience

**Relevant Project Experience**
- Construction Manager/Inspector, On-Call Development Review and Construction Inspection Services, City of Davis
- Construction Inspector, Elizabeth Reservoir and Booster Pump Station, City of South Gate
- Construction Manager/Inspector, Triangle Road Improvement, County of Mariposa
- Construction Manager/Inspector, Papst Avenue at Lateral 40 Canal Street Crossing, City of Orlando
- Deputy Director of Public Works, Water and Sewer, City of Ukiah
- Interim Deputy Director of Public Works, County of Inyo
- Director of Public Works, County of Colusa
- Transportation Engineer, Caltrans District 3

### Cesar Cantuba

**Project Role**
- Construction Manager

**Summary Profile**
- BS, Architecture (partial units); Technical Institute of Philippines
- Interior Design, The Philippine School of Interior Design
- 15 Years’ Experience

**Relevant Project Experience**
- Assistant Construction Manager/Inspector, La Brea Avenue Pavement Reconstruction – Phase II, City of Inglewood
- Assistant Construction Manager/Inspector, La Brea Avenue Intersection Realignment – Phase III, City of Inglewood
- Assistant Construction Manager/Inspector, Streets and Alleys Rehabilitation, City of Inglewood
- Assistant Construction Manager/Inspector, Azusa Avenue Pavement Reconstruction, City of Azusa
- Assistant Construction Manager/Inspector, Pavement Rehabilitation No. 501, City of Palm Springs
- Construction Manager/Inspector, Third Street Improvements, City of Davis

**Strong Familiarity and In-Depth Knowledge of:**
- State of California (Caltrans) Local Assistance Procedures Manual
- Standard Specifications for Public Works Construction (Greenbook), BNi
- Standard Plans for Public Works Construction, BNi
### Joseph Putrino

**Project Role**
- Construction Manager
- Public Works Inspector

**Summary Profile**
- Certified Building Inspector, International Code Council
- Certified Plumbing Inspector, International Code Council
- Certified Mechanical Inspector, International Code Council
- General Contractor, Class A, Contractor, California No. C-10

**Relevant Project Experience**
- Public Works Inspector, Police Department Remodel PS-CP 15-05, City of Palm Springs
- Public Works Inspector, Downtown Plaza Tract No. 36446, City of Palm Springs
- Public Works Inspector, Annual Street Overlay Project, City Project No. 170804, RFB No. 18-002 FY 2016-17, City of Rialto
- Public Works Inspector, 2016/17 Annual CDBG Curb, Gutter, and Sidewalk Improvements, City of Rialto
- Public Works Inspector, Walmart Outbuilding, City of Rialto
- Public Works Inspector, CP 16-01 Citywide Pavement Rehabilitation, City of Palm Springs
- Public Works Inspector, 2014/15 Mid-Year Curb, Gutter, and Sidewalk Improvements – Zone 3, City of Rialto
- Public Works Inspector, Community Resource Center, City of Rialto
- Owner, Joe Putrino General Contractor, Town of Yucca Valley
- Inspector, New York City Board of Education, Brooklyn

### Duane Soileau, QSP, CESSWI

**Project Role**
- Construction Manager
- Public Works Inspector

**Summary Profile**
- Qualified Stormwater Practitioner
- Traffic Signals, IMSA
- Acceptance Tester, Caltrans
- Concrete Inspection, SDSU

**Relevant Project Experience**
- Public Works Inspector, FedEx Distribution Center, City of Rialto
- Public Works Inspector, Lilac Distribution Center, City of Rialto
- Public Works Inspector, Tacos Gavilan, City of Rialto
- Public Works Inspector, DCTS, City of Rialto
- Public Works Inspector, Riverside Apartment, City of Rialto
- Public Works Inspector, San Bernardino Avenue/Willow Street Reconstruction, City of Rialto
- Public Works Inspector, Ayala Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto
- Public Works Inspector, Bud Bender Park Improvements, City of Rialto
- Public Works Inspector, Miro Way Improvements – Phase I Storm Drain, City of Rialto
- Public Works Inspector, Medline Industries Development Site Improvements, City of Rialto
- Public Works Supervisor/Inspector, City of San Marcos
- Public Works Inspector, Bolivar Park Storm Drain Improvements, City of Lakewood
- Public Works Inspector, Mayfair Park Storm Drain Improvements, City of Lakewood

### Masoud Eskandari

**Project Role**
- Public Works Inspector

**Summary Profile**
- BS, Mechanical Engineering, University of Detroit
- General Courses, Managing Construction, Proving Pricing, Defending Delay and Disruption Claims, Estimating Electrical

27 Years' Experience
### Barry Knutson

**Project Role**
- Public Works Inspector

**Summary Profile**
- Contractor, California No. B-1
- Graduate, Carpenter’s Union Apprenticeship School Local 18
- 36 Years’ Experience

**Relevant Project Experience**
- Public Works Inspector, Ayala Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto
- Public Works Inspector, 2016/17 Annual Overlay, City of Rialto
- Public Works Inspector, Pepper Avenue Extension, City of Rialto
- Public Works Inspector, Riverside Avenue/Linden Avenue Overlay, City of Rialto
- Public Works Inspector, City Project 150201 Citywide ADA Improvements, City of Rialto
- Public Works Inspector, CP 1501 Pavement Rehabilitation FY 2015, City of Palm Springs
- Public Works Inspector, Glendora Avenue and Temple Avenue Street Improvements, City of La Puente
- Public Works Inspector, Temple Avenue Improvements, City of La Puente
- Public Works Inspector, Agoura Road Resurfacing ASFP 3B, City of Westlake Village
- Public Works Inspector, Hawthorne Boulevard Overlay, City of Rolling Hills Estates
- Public Works Inspector, CIP No. 8233 Veterans Memorial Center, City of Davis
- Senior Public Works Inspector, Inyo/Ardella Streets Roadway Improvements, City of La Puente
- Public Works Inspector, 2018 Arterial Street Resurfacing, City of Paramount

### Victor Ayala

**Project Role**
- Public Works Inspector

**Summary Profile**
- Contractor, California No. C-10
- Certificate, Fiber Optic Theory, Air Quality Management District
- Certificate, Professional Development, Asphalt Institute
- 41 Years’ Experience

**Relevant Project Experience**
- Public Works Inspector, On-Call Public Works and Land Development Inspection Services, City of Long Beach
- Public Works Inspector, On-Call Inspection Services, Liberty Utilities, Los Angeles County
- Public Works Inspector, On-Call Public Works Inspection Services, County of Riverside
- Public Works Inspector, On-Call Inspection Services, City of Calimesa
- Public Works Inspector, Palos Verdes Drive North Bike Lane Improvements, City of Rolling Hills Estates
- Public Works Inspector, Alder Avenue Improvements, City of Rialto
- Public Works Inspector, Medline Industries, City of Rialto
- Public Works Inspector, Sleepy Hollow Traffic Signal, City of Brea
- Public Works Inspector/Administrator, Transit Priority, City of Santa Monica
- Public Works Inspector, 2012 Residential Slurry Seal, City of Culver City
- Public Works Inspector/Administrator, West Side Sewer System, City of La Cañada Flintridge
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<th>Name</th>
<th>Project Role</th>
<th>Summary Profile</th>
<th>Relevant Project Experience</th>
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<tr>
<td>Larry Brown</td>
<td>Public Works Inspector</td>
<td>AQMD, Public Works Certification, California State University, Los Angeles</td>
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<td>Toxler Nuclear Soils Testing Equipment</td>
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<td>Post Certification and Continuing Education Program, San Bernardino Valley College</td>
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<td>33 Years’ Experience</td>
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<td>Glenn Stanley</td>
<td>Public Works Inspector</td>
<td>E-Rail certified</td>
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<td>Roadway Workers Certification</td>
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<td>Rubberized Asphalt Plant Inspection, American Construction Inspectors Association:</td>
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<td>Safety on Job Sites Certification</td>
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<td>Trenching and Excavations Certification, OSHA</td>
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<td>First Aid and CPR Certification</td>
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<td>Competent Person Certification</td>
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<td>Technology Course for Public Works, Saddleback Community College, Orange</td>
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<td>Chad Meeker</td>
<td>Public Works Inspector</td>
<td>Civil Engineering, California State Polytechnic University, Pomona</td>
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<td>27 Years’ Experience</td>
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<td>Raj Gupta</td>
<td>Public Works Inspector</td>
<td>AQMD PM-10 Certification (in progress)</td>
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<td>BS, Civil Engineering, B.I.T College, Bangalore, India</td>
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<td>23 Years’ Experience</td>
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<td>Matthew Saab</td>
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<td>Summary Profile</td>
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<tr>
<td>BS, Civil Engineering, University of Missouri, Columbia</td>
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<td>Public Works Inspector, White Rock Road Bridge Approach Repair, County of Mariposa</td>
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<td>Public Works Inspector, Indian Peak Road Bridge Approach Repair, County of Mariposa</td>
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<td>Construction Manager/Public Works Inspector, Citrus Avenue and Cherry Avenue/Interstate10 Interchange Improvements, San Bernardino Associated Governments, Fontana</td>
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<td>Construction Manager/Public Works Inspector, State Route 14 Improvements, Caltrans, Santa Clarita</td>
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<td>Construction Manager/Public Works Inspector, Florwood Avenue Reconstruction, City of El Camino</td>
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<td>Construction Manager/Public Works Inspector, Garvey Avenue Bridge, City of Rosemead</td>
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<td>Construction Manager/Public Works Inspector, Toll Expressway Widening, Raj, India</td>
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<th>Dennis Parker</th>
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<td>Public Works Inspector</td>
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<td>Civil Engineering Courses, Cal Poly, Pomona, CA</td>
<td>SWPPP</td>
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<td>Caltrans Certifications: Steel, Concrete, Asphalt, Welding</td>
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<td>Public Works Inspector, Cedar Avenue/SCRRA Storm Drain Improvements, City of Rialto</td>
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<td>Public Works Inspector, Heritage Valley Parks Tract No. 5520 Storm Drain Improvements, City of Fillmore</td>
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<td>Public Works Inspector, Maple Avenue Improvements CB1504 CB1604 and RFB No. 16-014, City of Rialto</td>
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<td>Public Works Inspector, Alder Avenue Storm Drain Improvements Phase 1 City Project No. 140801-1, City of Rialto</td>
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<td>Public Works Inspector, WallMart Development, City of Ridgecrest</td>
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<td>Public Works Inspector, Bear Valley Road Improvements, Bear Valley Springs Community Service District, Tehachapi</td>
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<td>Public Works Inspector, Westlake Village Community Park, City of Westlake Village</td>
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<td>Public Works Inspector, YMCA Offsite and Onsite Improvements, City of Westlake Village</td>
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<td>Public Works Inspector, Rio Vista Park, City of Fillmore</td>
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<td>Public Works Inspector, MetroLink Station Parking Lot Expansion, City of Rialto</td>
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<tr>
<td>Public Works Inspector, Bastanchury Road Widening, City of Yorba Linda</td>
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<tr>
<th>John Crowe</th>
<th>Project Role</th>
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<tr>
<td>Summary Profile</td>
<td>Public Works Inspector</td>
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<tr>
<td>National Institute for Certification in Engineering Technologies No. 97346</td>
<td>Certificate of Proficiency for Acceptance Testing, Caltrans</td>
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<td>Level I, Transportation Engineering Technology/Highway Construction</td>
<td>Radiation Safety and Use of Nuclear Gauges, Boart Longyear</td>
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<tr>
<td>Level II Construction Materials Testing Asphalt, Concrete and Soil</td>
<td>B-1 General Contractor's License, California No. 960363</td>
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<tr>
<td>Level I Concrete Field Technician, American Concrete Institute</td>
<td>15 Years' Experience</td>
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<th>Relevant Project Experience</th>
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<td>Public Works Inspector, Orange/Somerset Traffic Signal Modifications, City of Paramount</td>
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<td>Public Works Inspector, Clarkdale Park Splashpad Improvements, City of Hawaiian Gardens</td>
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<tr>
<td><strong>Mohsen Rahimian, PE, GE</strong></td>
<td><strong>Project Role</strong></td>
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<td>Materials Testing Specialist</td>
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**Summary Profile**
- Civil Engineer, California No. 73396
- Geotechnical Engineer, California No. 3059
- MS, Civil Engineering, Tehran University, Tehran
- 31 Years’ Experience

**Relevant Project Experience**
- Geotechnical Engineer, Ayala Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto
- Geotechnical Engineer, Palos Verdes Drive North Bicycle Lane RPSTPLE/SR2S Improvements, City of Rolling Hills Estates
- Geotechnical Engineer, Rails-to-Trails Walking, Running, and Bicycle Route Improvements, City of Rialto
- Geotechnical Engineer, Engineering Task Manager, Glendoaks Boulevard HSIP Cycle 7 and Resurfacing Improvements, City of San Fernando
- Geotechnical Engineer, Paramount Boulevard Urban Renovation and Complete Street Improvements, City of Paramount
- Geotechnical Engineering Task Manager, Los Alamitos Boulevard Median Improvements, City of Los Alamitos
- Geotechnical Engineer, Drummond Avenue Widening and Realignment HSIP Improvements, City of Ridgecrest
- Geotechnical Engineer, Emerald Bay Main Gate Safety Improvements, Emerald Bay Community Service District, Laguna Beach
- Geotechnical Engineering Task Manager, Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood
- Geotechnical Engineering Task Manager, Firestone Boulevard Capacity Enhancement, City of South Gate
- Geotechnical Engineer, Andreson Park, Rialto City Park, and Frisbee Park Concession and Restroom Facilities

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<tr>
<th><strong>Jane Freij</strong></th>
<th><strong>Project Role</strong></th>
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<td>Labor Compliance Administrator</td>
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**Summary Profile**
- Litigation/Corporations Certificate, Attorney Assistant Training Program, University of California, Los Angeles
- BA, Linguistics, University of Kansas
- 20 Years’ Experience

**Relevant Project Experience**
- Labor Compliance Task Leader, La Brea Avenue Pavement Reconstruction – Phase II, City of Inglewood
- Labor Compliance Task Leader, La Brea Avenue Intersection Realignment – Phase III, City of Inglewood
- Labor Compliance Task Leader, Glendora Avenue and Temple Avenue Street Improvements, City of La Puente
- Labor Compliance Task Leader, Ayala Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto
- Labor Compliance Task Leader, MetroLink Railroad Station Parking Lot Expansion, City of Rialto
- Labor Compliance Task Leader, Third Street Improvements, City of Davis

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<tr>
<th><strong>Edward Cox</strong></th>
<th><strong>Project Role</strong></th>
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<tr>
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<td>Utility Coordinator</td>
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</table>

**Summary Profile**
- Apprenticeship Program, United Association Local 250
- 39 Years’ Experience

**Relevant Project Experience**
- Utility Coordination Task Leader, Ayala Drive Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto
- Utility Coordination Task Leader, Chittick Field/Hamilton Bowl Stormwater Retention Basin, City of Long Beach
- Utility Coordination Task Leader, La Brea Avenue Intersection Realignment and Reconstruction, City of Inglewood
- Utility Coordination Task Leader, Glendora Avenue and Temple Avenue Street Improvements, City of La Puente
- Construction Inspector, Caruthers Park Stormwater and Urban Runoff Capture Project, City of Bellflower
- Construction Inspector, Citywide Street Rehabilitation, City of Hawaiian Gardens
- Utility Coordination Task Leader, Cedar Avenue/SCRRA Storm Drain Improvements, City of Rialto
- Utility Coordination Task Leader, Pepper Avenue Extension, City of Rialto
- Utility Coordination Task Leader, MetroLink Railroad Station Parking Lot Expansion, City of Rialto
- Utility Coordination Task Leader, San Bernardino Avenue and Willow Street Reconstruction, City of Rialto
- Utility Coordination Task Leader, Ninth Street Pavement Rehabilitation, City of Highland
Diane Rukavina, PE  

**Project Role**  
- Grant Funding Administrator

**Summary Profile**  
- Civil Engineer, California, No. 36380  
- BS, Civil Engineering, Loyola Marymount University  
- 38 Years' Experience

**Relevant Project Experience**  
- Grant Administrator, Imperial Highway Improvements, City of Inglewood  
- Grant Administrator, Glendora Avenue and Temple Avenue Street Improvements, City of La Puente  
- Grant Administrator, Ayala Widening and Jerry Eaves Park North and South Parking Lots Improvements, City of Rialto  
- Grant Administrator, CP13-32 Bicycle Corridors – Phase 1, City of Palm Springs  
- Grant Administrator, 2018 Arterial Street Resurfacing, City of Paramount

**Subconsultant Team Qualifications**  
Willdan has reviewed our database of DBE-certified subconsultants and has selected Southstar Engineering and Consulting, Inc. to enhance the in-house capabilities of our firm and assist the City of Pico Rivera meet DBE goals for their state- and federally-funded projects. Southstar Engineering and Consulting, Inc. will support Willdan's team with additional inspection services.

Southstar Engineering and Consulting, Inc. (Southstar), a California corporation since 2006, provides construction management and inspection services for projects involving freeway interchanges, railroad overpasses, bridge seismic retrofits, new bridge construction, and freeway widenings and other multi-million-dollar improvement projects. Recent projects include:
- Foothills Boulevard Bridge Widening over San Dimas Wash, City of San Dimas  
- Interstate 15/Cajalco Interchange, City of Corona  
- Interstate 10/Jefferison Street Interchange, Coachella Valley Corridor/City of Indio  
- Interstate 215 South Widening, Riverside County Transportation Commission/City of Murrieta

**Firm Experience and References**  
The clients Willdan has chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City to contact the references provided. We are confident they will confirm Willdan is the ideal candidate to assist the City of Pico Rivera in fulfilling their on-call construction management and inspection needs. More importantly, approximately 98 percent of our proposed team members have worked together at various times on similar projects and successfully completed these projects. Thus, the City's proposed projects benefit by having a strong, cohesive team.

**Relevant Project Experience**  
Willdan has partnered with the City of Pico Rivera since 1981 providing services for building safety; community facilities district administration; labor and DBE compliance; materials testing; planning; and civil, traffic, geotechnical, structural, and drainage engineering. Our Construction Management and Inspection, City Engineering, and Design Engineering Groups are actively providing services for the City's project identified below.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Services</th>
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<tbody>
<tr>
<td>Pico Pico Park Improvements</td>
<td>Labor compliance and monitoring</td>
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<tr>
<td>State-/Federally-Funded Improvements</td>
<td>General civil engineering and grant administration</td>
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<tr>
<td>On-Call Traffic Engineering Services</td>
<td>Traffic engineering, analyses, studies, and development review</td>
</tr>
<tr>
<td>State Route 91/Interstate 604/Interstate 405 Hot Spots Arterial Improvements</td>
<td>Civil, traffic, drainage, and structural engineering; geotechnical engineering; materials testing; utility coordination; and landscape architecture</td>
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<tr>
<td>State Route 91/Interstate 604/Interstate 405 Hot Spots Arterial Improvements</td>
<td>Civil, traffic, drainage, and structural engineering; geotechnical engineering; materials testing; utility coordination; and landscape architecture</td>
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<td>Civil, traffic, drainage, and structural engineering; geotechnical engineering; materials testing; utility coordination; and landscape architecture</td>
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</table>
We have reviewed the capital improvement project types called out in the City’s Request for Proposals and have determined that Willdan's project team's expertise and experience are a well-suited match for the anticipated improvements involving roadway, streetscape/landscape, utility, bridge, safety lighting and traffic signal modifications and installations. Our teams background incorporates a wide range of other CIP improvements as demonstrated in the table below. Our project experience encompasses the full realm of services that could be involved in the City's anticipated project improvements.

Due to page limitations, we have provided select representative project descriptions and references illustrating Willdan's project team capabilities in the necessary project types. In the project descriptions immediately following the matrix, Willdan demonstrates our recent construction management and inspection experience with on-call services and the various categories requested by the City. Willdan is prepared to provide additional project descriptions and references upon request from the City.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Location</th>
<th>Construction Management</th>
<th>Construction Inspection</th>
<th>Electrical/Fiber Optic Inspection</th>
<th>Materials Testing</th>
<th>SWPPP Compliance</th>
<th>Utility Coordination</th>
<th>Labor Compliance</th>
<th>Public Outreach</th>
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<td>Roadway and Streetscape Improvements</td>
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<td>La Brea Avenue Reconstruction and Intersection Realignment – Phases II and III</td>
<td>Inglewood</td>
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<td>Glendora Avenue and Temple Avenue Street Improvements</td>
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<td>Ayala Drive Widening and Jerry Eaves Park Parking Lots Improvements</td>
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<td>Central Avenue/Tamarack Avenue Improvements</td>
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On-Call Construction Management/Inspection Services

On-Call Public Works and Land Development Inspection Services
City of Long Beach
333 West Ocean Boulevard
Long Beach, CA 90280

Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed. Willdan is responsible to check grade; monitor curb, gutter, sidewalk, asphalt overlays, storm drains, traffic signal, and sewer system installations; maintain field files in accordance with Caltrans standards; track quantities; assist with labor compliance; coordinate material testing; and other appurtenant work. Representative projects include:

- Pine Avenue Improvements
- Atlantic Avenue Improvements
- Third Street and Broadway Bike Lane Improvements
- Martin Luther King Boulevard Improvements
- Annual Pavement Maintenance – $4 million average per year
- Bixby/Atlantic and Orange Improvements
- Broadway Corridor Bike Lane and Street Improvements – Alamitos Avenue to Redondo Avenue

Roadway and Streetscape Improvements

La Brea Avenue Pavement Reconstruction– Phase II
City of Inglewood
One West Manchester Boulevard
Inglewood, CA 90301

Willdan provided construction management and inspection services for Phase II of this federally-funded roadway reconstruction project. Willdan also provided resident engineer, Caltrans Local Assistance liaison, and quality assurance testing services to fully reconstruct the AC pavement roadway on La Brea Avenue and Hawthorne Boulevard between 104th Street and Market Street. Our team handled all aspects of the federal-aid assistance process. The general scope involved complete removal and hauling of existing asphalt concrete and full reconstruction of the existing roadway with hot-mix asphalt over compacted aggregate base. The project included catch basins; minor concrete, including curb and gutter; utility frame cover adjustments; sidewalks; driveways; median curbs; removal and replacement of concrete ADA ramps; PCC bus pads; automatic irrigation system; tree planting; and striping and signage.

Utility Improvements

Bolivar Park Storm Water and Runoff Capture
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714

Willdan is currently providing construction management and inspection services for this $9 million project in the park. The project involves channel drop inlet, diversion structure, two new storm water pump stations, and me-chanical and storm drain piping, pavement removal and replacement, underground storage and infiltration area, building expansion, electrical equipment modifications, instrumentation and controls, irrigation and planting, picnic shelters, and tee-ball backstop.
Willdan performed construction management services for the City of Rialto’s SCAG Achievement Award winning $4 million Rails-to-Trails 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 between Rialto and Claremont that is separated from vehicular traffic. Improvements encompassed pedestrian bridges, safety lighting, landscaping, concrete trail, traffic signals, water lines, and other related improvements. Willdan’s construction management scope of work included:

- Constructability reviews
- Review/award of general contractor’s contract
- RFI management
- Submittal management
- Change order management
- Observation of construction activity
- Utility coordination
- Conducting progress review meetings
- Cost monitoring and control
- Federal labor compliance monitoring
- Schedule monitoring and control
- Review and recommendation of general contractor’s monthly payment application
- Project closeout management

Safety Lighting Installations

Ayala Drive Widening and Jerry Eaves Park Parking Lots Improvements

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 safety street lighting along Ayala Drive from Baseline Road to Interstate 210, new safety lighting for Jerry Eaves Park parking lot, 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.

Traffic Signal Installation/Modifications

Associated Road/Sleepy Hollow Lane Traffic Signal Installation

Willdan provided traffic engineering design and construction inspection services for traffic signal modifications at the intersection of Sleepy Hollow Lane and Associated Road. The project involved traffic signal modifications; sidewalk, curb, and gutter improvements; signal connection; and flashing beacon removal. Installations encompassed signal poles, video detection system, electrical service cabinet, LED illuminated street name signs, emergency vehicle pre-emption system, fiber optic cable, and traffic signing and striping.
### Other CIP Improvement Projects

#### Elizabeth Reservoir and Booster Pump Station

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

Contact: Chris Castillo, Water Division Manager  
(323) 563-5779  
castillo@sogate.org

Willdan provided construction management services for the Elizabeth Reservoir and Booster Pump Station at Well No. 28 and new Well No. 29 at the Santa Fe tank site. Willdan’s services included construction management, inspection, materials testing, and deputy inspections. The $10 million project involved 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 linear feet of water distribution main, and pertinent site improvements.

#### 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  
audrey@wlv.org

Willdan provided project management, design, environmental clearance, and construction management and inspection to construct a 20-acre park and YMCA facility. The improvements encompassed mass grading, drainage, on-site utilities, three booster pump stations enclosed within buildings, two concessions/restroom buildings, retaining walls, access roads, skate park, playground and fitness areas, beach volleyball courts, baseball and soccer fields, and 10,000-square-foot YMCA building. Overall earthwork involved remediation and cut and fill quantities of over 1 million cubic yards. The design involved backbone storm drain infrastructure as well as debris and retention basins. The site utility plan included water, sanitary sewer, gas, and electric.

The park was completed after over a decade of effort by Willdan’s team. Through teamwork with City Council and staff, Willdan managed the design consultant and provided on-site design as necessary for aspects of the work that required tweaking, such as ADA-compliant ramp installations, slope landscaping redesign, and fire lane permitting. Willdan procured, coordinated, and managed dozens of contracts and oversaw all aspects of building safety, water pressure, health and safety, and construction. In effect, Willdan acted as the general contractor to support the City Council’s direction to phase the work and use inventive procurement methods to reduce installation costs for grates, lighting poles, and a gazebo. Willdan’s staff identified areas in need of improvement after the project’s completion. This effort identified the need for safety netting and a trail stairway to the skate park.

#### Police Department Remodel

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

Contact: Marcus Fuller, City Engineer  
(760) 322-8380  
marcus.fuller@palmspringsca.gov

Willdan was retained to provide construction management and public works inspection services related to the City’s Police Department remodel. The project involves remodeling the training center, lobby, records area, detective bureau, and men’s and women’s locker rooms. Constructed improvements encompass fire line, sprinkler and alarm systems, domestic water lines, miscellaneous concrete work, carpeting, flooring, tile, doors and windows, drywall and framing, plumbing fixtures, cabinets and countertops, audio/video equipment, and lighting fixtures. Willdan is acting as the owner’s representative and construction manager responsible for coordinating all aspects of construction, including coordination with the City’s Building Inspection staff.
Section G – Contract Exceptions
Willdan has read the City's sample Professional Services Agreement included in the Request for Proposals and – in accordance with the requirements of the Request – is in general agreement with the terms provided therein.

Section H – References
In compliance with the City's Request for Proposals, Willdan has provided references as requested in Section E – Statement of Qualifications. The following references are provided in addition to those previously presented.

**City Engineer Services**
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723  
Contact: Adriana Figueroa, Public Works Director  
(562) 220-2106  
afigueroa@paramountcity.com

**On-Call Construction Management and Inspection**
City of Laguna Niguel  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677  
Contact: Jacki Scott, City Engineer  
(949) 362-4387  
jscott@cityoflagunaniguel.org
Date: September 11, 2019
To: Prospective Consultants

SUBJECT: ADDENDUM NO. 1
REQUEST FOR PROPOSALS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This addendum is issued to modify the original Request for Proposal posted on August 26, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of two pages:

(1) DBE requirements added to Section 10 General Conditions of the Request for Proposal (RFP). Page 14, of the original RFP documents, shall be replaced with the attached page.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

[Signature]
Consultant's Acknowledgement

[Signature]
Monica Heredia, P.E.,
Deputy Director of Public Works/City Engineer

September 10, 2019
Date
DBE REQUIREMENTS. There is no overall DBE goal for this Agreement. A DBE goal may be established for each project, based on the specific work required. Therefore, non-DBE proposers are encouraged to retain DBE subconsultants. It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the State of California Department of Transportation's Race Conscious DBE program developed pursuant to the regulations, as referenced in LAPM Exhibit 10-I.

11. Insurance Requirements
(See Section 16 of the attached Professional Services Agreement)

ATTACHMENTS:

1) Appendix A: Sample Professional Services Agreement
2) Appendix B: Non-Collusion Affidavit
3) Appendix C: Consultant's Acknowledgement of Insurance Compliance
4) Appendix D: Certification of Proposal
APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

[Signature of Authorized Representative]

Chris Baca
Name of Authorized Representative

Director of Construction Management and Inspection
Title of Authorized Representative
Appendix C – Consultants’ Acknowledgement of Compliance with Insurance Requirements

APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: Wilken Engineering

Name (Please Print or Type)

By: [Signature]

Consultant’s Signature

Chris Baca
Director of Construction Management and Inspection

Date: September 18, 2019

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: [Signature]

(Authorized Signature)

Type Name: Chris Baca
Title: Director of Construction Management and Inspection

Date: September 16, 2019
**Section F – Schedule of Hourly Rates**

<table>
<thead>
<tr>
<th>Labor Compliance Specialist</th>
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<tr>
<td>Labor Compliance Manager</td>
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<tr>
<td>Utility Coordinator</td>
<td>159</td>
</tr>
<tr>
<td>Assistant Construction Manager</td>
<td>150</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>176</td>
</tr>
<tr>
<td>Senior Construction Manager</td>
<td>175</td>
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<tr>
<td>Project Manager IV</td>
<td>203</td>
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<tr>
<td>Deputy Director</td>
<td>211</td>
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<tr>
<td>Director</td>
<td>216</td>
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<tr>
<td>Public Works Observer II (prevailing wage)</td>
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<tr>
<td><strong>Engineering</strong></td>
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<tr>
<td>City Engineer I</td>
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<tr>
<td><strong>Geotechnical</strong></td>
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<tr>
<td>Soil Technician (non-prevailing wage)</td>
<td>$80</td>
</tr>
<tr>
<td>Soil Technician (prevailing wage)</td>
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</tr>
<tr>
<td>Senior Soil Technician (non-prevailing wage)</td>
<td>90</td>
</tr>
<tr>
<td>Senior Soil Technician (prevailing wage)</td>
<td>120</td>
</tr>
<tr>
<td>Geologist I</td>
<td>133</td>
</tr>
<tr>
<td>Geologist II</td>
<td>$160</td>
</tr>
</tbody>
</table>

**Geotechnical (continued)**

| Geologist III                               | 175  |
| Supervising Geologist                       | 187  |
| Supervising Geotechnical Engineer           | 187  |
| Principal Geologist                         | 232  |
| Assistant Engineer III                      | 144  |
| Associate Engineer II                       | 161  |
| Senior Engineer III                         | 177  |
| Supervising Engineer                        | 190  |
| Principal Engineer                          | 235  |
| **Special Inspection**                      |      |
| Special Inspector (non-prevailing wage)      | $85  |
| Special Inspector (prevailing wage)         | 125  |
| Supervisor                                  | 143  |
| Construction Material Engineer              | 187  |
| **Administrative**                           |      |
| Administrative Assistant I                  | $79  |
| Administrative Assistant II                 | 95   |
| Administrative Assistant III                 | 111  |
| Project Accountant I                        | 90   |
| Project Accountant II                       | 105  |
| Project Controller I                        | 111  |
| Project Controller II                       | 125  |

Mileage/field vehicle usage will be charged at a rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

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 15 percent.

A subconsultant management fee of 15 percent. will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2019 thru June 30, 2020, 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.
1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and TRC Engineers, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide on-call construction management and inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: March 10, 2020

3.4 “Expiration Date”: March 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it
must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Steven Quezada, Project Manager, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or
any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the
performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:  
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765

If to Consultant:  
Edward Durazo, Vice President  
TRC Engineers, Inc.  
1935 Chicago Ave, Unit A  
Riverside, CA 92507
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. **COURT COSTS AND ATTORNEY FEES**

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”                                       “CONSULTANT”
CITY OF PICO RIVERA                          TRC ENGINEERS, INC.

______________________________  ___________________________________
Gustavo V. Camacho, Mayor                  Edward Durazo, Vice President

Dated: ________________________  Dated: _____________________________

ATTEST:  APPROVED AS TO FORM:

______________________________  _________________________________
Anna M. Jerome, City Clerk                 Arnold M. Alvarez-Glasman, City Attorney
Proposal to Provide On-Call Construction Management and Inspection Services

September 16, 2019
September 16, 2019

Mr. Kenner Guerrero  
Associate Engineer  
City of Pico Rivera - Public Works Department  
6615 Passons Boulevard  
Pico Rivera, California 90660

Re: Meeting the Needs of the City of Pico Rivera's Capital Improvement Program by Providing On-Call Construction Management and Inspection Services

Dear Mr. Guerrero,

The City of Pico Rivera is undertaking a comprehensive Capital Improvement Program over the next several years consisting of infrastructure projects aimed at enhancing the quality of life. The TRC Engineers, Inc. (TRC) team is poised, and ready to assist in providing On-Call Construction Management and Inspection Services in support of your CIP. Over the many years working with the City, we have developed a keen understanding of the City's community culture and the need to be cognizant of potential project impacts as well as their effect on the traveling public. TRC takes great pride in providing on-call services for large and small projects, in which we have participated throughout the state, and we are eager to continue a successful working relationship with the City of Pico Rivera.

Experienced Team. A successful contract is dependent on a variety of factors, not the least of which are the people assigned to provide services to our clients. For this important contract, TRC has assembled a qualified team to assist the City of Pico Rivera over the course of this three-year contract. We have selected highly competent individuals who can work independently, can capably represent you, and can fully coordinate and inspect your construction projects in a flexible and cost-effective manner in all areas of inspection supporting your CIP. TRC is committed to the consistency of our personnel during your projects, and the inspectors assigned will be available until the project’s completion or as otherwise directed by the City.

Our team will be led by Mark Rivera, PE, CCM, QSD/P, who will serve as our Construction Manager and will be responsive to the needs of the City. With more than 24 years of experience providing CM services for infrastructure projects, Mark will serve as an "extension of your staff," and your main point of contact. He will mobilize our team quickly and monitor the team's integration with the City of Pico Rivera's team as well as project stakeholders. Mark brings an in-depth understanding of managing public works projects per Caltrans' Local Assistance Procedures Manual and will provide timely oversight of your Federal and State funded projects.

Steve Quezada, PE, QSP, will serve as our Project Manager, providing quality assurance oversight to Mark, as needed. Steve has provided contract and construction management services for multiple City of Pico Rivera projects, and has gained a solid understanding of the City's standards and procedures. Steve brings more than 25 years of construction industry experience for capital improvement programs that include rehabilitation, roadway improvements, and urban arterial projects.

We also have provided a selection of experienced construction inspectors that bring experience managing a variety of public works capital improvement projects. They are experienced in providing inspection services for federal, state, and local funding projects and have an excellent record of providing meticulous documentation. Providing materials testing services is our subconsultant Geo-Advantec, Inc. (GAI). GAI has provided services as part of our team on several past City of Pico Rivera projects.
**Flexibility, Ability to React Quickly, and Excellent Record of Performance:** TRC takes tremendous pride in our ability to meet our clients’ needs in a cost-efficient, timely and proactive manner. This is exemplified through our successful delivery of projects, our repeat clients and our ability to respond quickly in emergency situations. A true testament to our abilities to respond quickly to client needs is the Oroville Dam Emergency Repair project. After receiving a call at 7:30 PM the day of the emergency from the Department of Water Resources requesting inspection and contract administration support (as part of our on-call contract), TRC’s staff was at the Oroville Dam location the following evening, with all required PPEs, tools, and vehicles.

**Why TRC?** The TRC team offers several differentiators that we believe make us the best qualified firm to represent the City of Pico Rivera on this important contract:

- Highly competent staff with an unparalleled reputation, depth of resources, and proven capability and expertise that will work seamlessly as an extension of City staff.
- Proven track record of providing on-call construction management and inspection services to cities, counties, and state agencies throughout California, often on very short notice.
- Performance and relevant experience as evidenced by our excellent client references.

This contract will be managed from our local Riverside office located at 1935 Chicago Avenue, Unit A, Riverside, California 92507, (951) 788-6028 and Fax: (951) 788-8025, website: www.trccompanies.com. Should you have any questions, please do not hesitate to contact me, Edward Durazo, at (626) 926-1568, or EDurazo@trccompanies.com.

We are in receipt of Addendum 1, issued September 11, 2019 and have incorporated those provisions in our proposal.

TRC offers you the essential management experience and seasoned staff that possess the skills and commitment to provide the high-quality support this contract requires. We remain committed to providing the highest quality services and to partnering with the City of Pico Rivera as you pursue your infrastructure improvement goals. We look forward to negotiating a mutually agreeable contract.

Sincerely,

**TRC Engineers, Inc.**

Edward Durazo, CPM
Vice President/Southern California Regional Manager
Date: September 11, 2019

To: Prospective Consultants

SUBJECT: ADDENDUM NO.1
REQUEST FOR PROPOSALS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This addendum is issued to modify the original Request for Proposal posted on August 26, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of two pages:

(1) DBE requirements added to Section 10 General Conditions of the Request for Proposal (RFP). Page 14, of the original RFP documents, shall be replaced with the attached page.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

Consultant’s Acknowledgement

[Signature]

September 16, 2019

Date

Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

MH:KG:lg
# Table of Contents

A. Assigned Personnel.................................................................................................................. 1

B. Understanding of Scope of Services.......................................................................................... 11

C. Methodology and Work Plan ................................................................................................... 17

D. Project Management ............................................................................................................... 18

E. Statement of Qualifications .................................................................................................... 22
   Representative Projects and References .................................................................................. 22

F. Hourly Rates............................................................................................................................. 27

G. Appendix - Forms .................................................................................................................. 32
   Non-Collusion Affidavit .......................................................................................................... 32
   Acknowledgment of Compliance with Insurance Requirements ......................................... 33
   Certification of Proposal ........................................................................................................ 34
A. Assigned Personnel

The City of Pico Rivera's contract will require a construction inspection team that has worked successfully on similar projects, is technically knowledgeable, can integrate seamlessly with City staff, and has the right personalities and approach to proactively and sensitively address any concerns. Additionally, the team will need to be experienced in coordinating construction activities within the public right of way; working with aggressive construction schedules; and taking a proactive approach to identifying and managing potential issues before they impact the project schedule and cost. All personnel on the TRC team will be available to the extent proposed for the duration of the contract. Also, we acknowledge that some assignments may be of a part-time nature, and we will accommodate that need.

**Mark Rivera, PE, CCM, QSD/P - Construction Manager.** Mark will be the City's single point of contact responsible for the day-to-day construction management, contract administration, fieldwork and all other construction phase tasks specified in our scope of work. During construction, Mark will be responsible for supervision and management of the on-site construction management, contract administration and inspection staff. In addition, Mark will be responsible for providing technical support to our project team with respect to all construction contract issues and will be the primary City contact for our professional services agreement.

**Steve Quezada, PE, QSP - Project Manager.** Steve will serve as an as-needed resource to Mark and the team. He will work with Mark, conduct internal audits ensuring accountability, and make sure our team delivers services to the City's satisfaction. Steve will also provide as-needed quality assurance reviews and assist in maintaining the high-level work for which TRC is known.

Our **Construction Inspectors** will provide day-to-day inspection of the contractor's work, prepare daily reports, provide photo documentation, process submittals, write monthly construction activity progress reports, review monthly pay requests, and prepare contract change orders. In addition, inspectors will be responsible for preparing punch lists, notice of noncompliance, maintaining as-built documents, reviewing the contractor’s as-builts, and overseeing subconsultant Geo-Advantec's testing services.

Our **Labor Compliance** team will make sure that federal and state laws, regulations, procedures and guidelines, which include Labor Compliance Monitoring and Prevailing Wage are adhered to and documented. Our team has successfully managed federally funded projects and have a proven track record of passing audits to verify our clients are reimbursed for their appropriate funds.

**Geo-Advantec, Inc. (GAI) - Materials Testing.** GAI's team brings vast knowledge of regulations governing geotechnical engineering, materials testing, and special inspections for public projects in Southern California including CBC Code, ASTM standards, Caltrans latest Local Assistant Procedures Manual (LAPM), Caltrans Standard Plans and Specification, Greenbook, and Cities’ codes, ordinances and standards. Their laboratory is accredited by Caltrans and AMRL (AASHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program.
**Organization Chart**

Mark and Steve verified our team's availability prior to identifying team members to confirm we are staffing your CIP with the right resources. We acknowledge and understand subconsultants will not be changed without written permission from the City.

**Familiarity and Local Knowledge**

Our staff has the hands-on experience and training to effectively inspect local agency projects and are extremely knowledgeable of Greenbook and Caltrans specifications and procedures. Our staff is cross-trained in a variety of construction disciplines, including storm water pollution prevention plan monitoring. Each of our field staff has extensive experience on municipal projects similar to projects anticipated by the City and have the hands-on experience and training to effectively inspect local agency projects. They are extremely knowledgeable of Greenbook, Caltrans LAPM, and all pertinent local specifications and procedures.

**Documentation**

TRC staff understands the importance of providing timely thorough inspections and accurate documentation of the work through daily diaries. Our extensively trained staff utilizes a document control system to effectively administer and manage projects of all types while conforming to the requirements of virtually every construction standard, which includes meeting compliance with local agencies as well as fulfilling all federal requirements for document control and funding reimbursement. TRC has successfully managed federally funded projects and has a proven track record of passing all audits in order to verify our clients are reimbursed for their appropriate funds.
Personnel Experience

Highlighted in Table 1 are qualifications of our key personnel and their experience as it relates to your CIP.

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<td></td>
</tr>
</tbody>
</table>
| Roger Morris      | ✓ American Concrete Institute, 1991  
                    ✓ Nuclear Gauge Certified, 1992  
                    ✓ ICC Structural Masonry, 1995, renewal pending  
                    ✓ ICC Reinforced Concrete, 1995, renewal pending  
                    ✓ ICC Structural Steel & Welding, 1999, renewal pending  
                    ✓ ICC Post-Tension Concrete, 1999, renewal pending  
                    ✓ ICC Structural Bolting (legacy), 2012, renewal pending | 29 | X X X X X X X |
| Albert Murillo    | ✓ BS, Civil Engineering, University of Southern California  
                    ✓ AA, Architectural Drafting, Los Angeles Trade Technical College  
                    ✓ Local Assistance Training, Caltrans  
                    ✓ Resident Engineer Academy | 19 | X X X X X X X |
| Remi Nunez        | ✓ AS, Public Works, Citrus College  
                    ✓ American Construction Inspectors Association Registered Construction-IV Inspector #5210  
                    ✓ NASSCO, ITCP for the Inspection of CIPP Installations | 30 | X X X X X X X |
| Rosario Ruvalcaba | ✓ Construction Inspection of Traffic Signals and Highway Lighting Systems, UC Berkeley Extension  
                    ✓ Construction Site Storm Management Course, AEI-CASC  
                    ✓ Construction Inspection Workshop, APWA  
                    ✓ Water Distribution Operator Grade III, State of California | 20 | X X X X X X X |
| Warren Williams   | ✓ Courses in Business Management, West Virginia State College  
                    ✓ Coursework, Detroit College of Business, Greenbrier Community College, and Cerritos Community College  
                    ✓ IBEW Local Union 11  
                    ✓ 80-Hour Construction (29 CFR 1926), OSHA | 34 | X X X X X X X |
| Matt Tsugawa, RLA, QSD/P | ✓ Local Assistance Resident Engineer Academy  
                      ✓ BS, Landscape Architecture, California State Polytechnic University, Pomona  
                      ✓ BA, Studio Arts, University of California, Santa Barbara  
                      ✓ Professional Landscape Architect (RLA), CA #2982  
                      ✓ Qualified SWPPP Developer/Practitioner, CASQA #00987  
                      ✓ NASSCO, ITCP for the Inspection of CIPP Installations | 30 | X X X X X X X |
<table>
<thead>
<tr>
<th>NAME/PROJECT ROLE</th>
<th>EDUCATION/REGISTRATIONS</th>
<th>YEARS OF EXPERIENCE</th>
<th>CAPITAL IMPROVEMENT CATEGORIES</th>
</tr>
</thead>
</table>
| Linda Smoot, CESSWI, QSP Labor Compliance | ✓ BA, Family and Consumer Science, California State University, Long Beach  
✓ Qualified SWPPP Practitioner, CASQA, #26940  
✓ Certified Erosion, Sediment, and Storm Water Inspector, #00005423  
✓ ACI, Concrete Field Testing Technician – Grade 1, American Concrete Institute | 27                  | X   X   X   X   X   X   X   |
| Jennifer Saldivar, Labor Compliance       | ✓ Certified Project Manager  
✓ NASSCO, ITCP for the Inspection of CIPP Installations                                                                                                                      | 16                  | X   X   X   X   X   X   X   |
| Venessa Sanchez, Labor Compliance       | ✓ High School Diploma, March Mountain High School                                                                                                                                  | 2                   | X   X   X   X   X   |

**Table 1. Personnel Experience**
Subconsultant Experience
Highlighted in Table 2 are qualifications of materials testing subconsultant, Geo-Advantec, Inc. and their experience as it relates to your CIP.

<table>
<thead>
<tr>
<th>NAME/PROJECT ROLE</th>
<th>EDUCATION/REGISTRATIONS</th>
<th>CAPITAL IMPROVEMENT CATEGORIES</th>
</tr>
</thead>
</table>
| Shawn Ariannia, PhD, PE, GE  
Principal Geotechnical Engineer | ✓ PhD, Geotechnical Engineering, University of California, Los Angeles  
✓ MS, Civil Engineering, University of Tehran  
✓ BS, Civil Engineering, University of Tehran  
✓ Professional Geotechnical Engineer, CA #2824  
✓ Professional Civil Engineer, CA #65642  
✓ Asphalt Mix Design Certification, Asphalt Institute | 35 ✓ ✓ X X X X X |
| Ronald Hanson, PG, CEG  
Principal Engineering Geologist | ✓ BS, Geology, California State University, Los Angeles  
✓ Graduate Coursework, Geology, California State University, Los Angeles  
✓ Professional Geologist, CA #5143  
✓ Certified Engineering Geologist, CA #1841  
✓ Caltrans, Certified Soils Inspector  
✓ ICC, Special Soils Inspector | 35 ✓ ✓ ✓ X X X |
| Matin Noorzya  
Senior Field Engineer | ✓ BS, Civil Engineering, University of Kabul  
✓ ACI, Concrete Technician Level I  
✓ ICC, Special Soils Inspector  
✓ Grading Deputy Inspector, City of Los Angeles | 17 ✓ ✓ ✓ X X X |
| John Cromer  
Senior Field Inspector | ✓ Caltrans: CT105, CT125, CT201, CT202, CT204, CT205, CT217, CT226, CT521  
✓ ACI Concrete Field Testing Technician-Grade I- American Concrete Institute  
✓ ICC Certified Soils Inspector  
✓ Deputy Grading Inspector, City of Los Angeles  
✓ Radiation Safety and use of Nuclear Gauges-CPN International, Inc. | 15 ✓ ✓ ✓ X X X |
Mark Rivera, PE, CCM, QSD/P
Construction Manager

EDUCATION
✓ BS, Construction Engineering Technology, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS
✓ Professional Civil Engineer, CA #66864
✓ Certified Construction Manager, Construction Management Association of America #2309
✓ Qualified SWPPP Developer/Practitioner

REPRESENTATIVE EXPERIENCE
Mark Rivera is a senior management professional with broad experience on distinctive significant projects in multiple construction and engineering industry sectors. He is technically diverse with demonstrated success in providing excellent construction and engineering services to public agencies, government entities, and private concerns. Mark maintains a unique cross disciplinary skill-set that includes; project/program management, construction management, project controls, engineering design and civil engineering land development due diligence. He possesses the ability to identify strategic methods to improve project performance metrics that result in achieving and exceeding sustained operational results while building lasting client and partner relationships.

Various Projects, Southern CA
Senior Construction Manager. Responsible for delivering construction management and project controls services. Representative projects include:
✓ City of Anaheim – Lenain Water Treatment Plant Improvements, Anaheim Hills, CA
✓ Western Municipal Water District – Victoria Water Recharge Facility, Riverside, CA
✓ Water Reliability District – Groundwater Reliability Improvement Project, Pico Rivera, CA
✓ Vista Canyon Water Factory – Decentralized Sewage Treatment Plant for Recycled Water, Santa Clarita, CA

Southwest Justice Center – Juvenile Detention Court, County of Riverside Economic Development Agency, Murrieta, CA
Senior Project Manager. Onsite manager in responsible charge for delivering complete construction management services associated with the construction of the Southwest Justice Center - Juvenile Detention Court for the County of Riverside, Economic Development Agency.

Various Projects, Corona, CA
Senior Professional Engineer. Supervised an engineering staff preparing engineering design drawings and analyses for the manufacture of structural components used in the construction of commercial, office, agricultural and residential projects.

Perris Valley Line Metrolink, Riverside County Transportation Commission, Perris, CA
Project Controls Manager. For the Perris Valley Line (PVL) Metrolink Project; responsible for deliverables associated with all monthly and quarterly reports, analysis/review/approval of contractors’ CPM construction schedule, payment applications and change orders for the Riverside County Transportation Commission.

Various Projects, Southern CA
Principal Project Manager/Senior Civil Engineer. Provided construction management and engineering consulting services for a variety of projects. Secured contracts with construction management companies, public agencies, and other private concerns. Representative projects for this tenure include:
✓ California Department of Water Resources, East Branch Extension – Reservoirs and Pump Stations, Mentone, CA
✓ Los Angeles County Sanitation Department – Waste Water Reclamation Plant Expansions, Lancaster and Palmdale, CA
✓ Los Angeles Police Department – Police Administration Headquarters Building and Motor Transport Division/Main Street Public Parking - Mixed Use Bldg., Los Angeles, CA
✓ Charles Drew University – Life Science Research & Nursing Education Building, Los Angeles, CA
✓ Santa Barbara Community College – Drama and Music Building, Santa Barbara, CA
✓ California State University, Long Beach – Parking Structure #3, Long Beach, CA

Various Projects, Corona, CA

Project Manager/Civil Engineer. Responsible charge of design project management. Supervised an engineering staff for civil engineering infrastructure projects. Representative projects for this tenure include:

✓ Alberhill Ranch – 1000+ Residential Unit Development Project, Lake Elsinore, CA
✓ Ralph’s/Rite-Aid Shopping Center, Corona, CA
✓ Dart Container Corp. – Manufacturing Facility, Corona, CA
✓ Murdock/Pacific Clay Products Development, Corona, CA

Health & Life Science Building and Campus Infrastructure, San Fernando, CA

Project Manager. Responsible charge of delivering complete construction management services associated with the construction of Phase II (Health & Life Science Building and Campus Infrastructure) for a community college campus-wide FEMA building replacement program.

K-12 Modernization Projects, Riverside, CA

Project Manager/Project Engineer. Effectively managed and supervised facility modernizations and building additions for several K-12 school projects and miscellaneous projects incidental to the District-wide modernization program.

Facility Projects, Monterey Park, CA

Project Engineer. Responsible for the ground up design-build delivery of a food processing facility and various other projects. Responsible for providing project supervision, coordination, scheduling of subcontractors and inspections.

✓ NMB Technologies – Tenant Improvements (Power Supply Laboratory Buildout), Chatsworth, CA
✓ Kajima Bldg. – Tenant Improvements (Office Buildout and Sumitomo Bank Remodel), Los Angeles, CA
✓ Burbank Police and Fire Facility, Burbank, CA
✓ House Foods Corporation – Food Processing Facility, Garden Grove, CA
Steve Quezada, PE, QSP
Project Manager

EDUCATION
✓ BS, Civil Engineering, California State University, Long Beach
✓ AA, Liberal Arts, Mt. San Antonio College

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS
✓ Professional Civil Engineer, CA #58614
✓ Qualified SWPPP Practitioner, CASQA #21411

REPRESENTATIVE EXPERIENCE
Steve Quezada, PE, QSP, has more than 25 years of construction industry experience in the transportation field which includes work associated with grade separations, freeway interchanges, major urban arterial improvements, freeway replacement, and capital improvement projects. He also cites extensive experience in Storm Water BMP management. His technical expertise includes working with asphalt concrete, Portland Cement concrete, landscaping, earthwork, signal improvements; traffic control, bridge widening and storm drain installation. He brings proven experience with community outreach, and implementing various forms of communication to the public. Steve has the ability to lead projects as a Resident Engineer and Project Manager and seamlessly integrate into a cooperative consultant-client project staff. He is dedicated and continues to strive for improvements and quality project standards. He demonstrates a high degree of integrity, commitment and professionalism in everything he undertakes.

Hot Spot Intersection Improvements Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard, City of Pico Rivera, Pico Rivera, CA
Project Manager. The scope of work for the project at the intersection of Rosemead Boulevard and Whittier Boulevard includes an additional left-turn lane in the southbound direction, increased left-turn storage along Whittier Boulevard in the west and eastbound directions, reconstruction of existing medians to accommodate additional travel lanes, pavement rehabilitation along Whittier Boulevard from Acacia Avenue to San Gabriel Place, construction of two new bus pads and bus shelters along Whittier Boulevard, construction of curb ramps, driveway approaches and miscellaneous sidewalk, and modifications to the existing traffic signal. Regularly met with the City, making sure the TRC team delivered services to the satisfaction of the City. Steve also provided as-needed quality assurance reviews.

Residential Resurfacing Program (RRP), Phase G and H – Cape Seal Capital Improvement, City of Pico Rivera, Pico Rivera, CA
Project Manager. The project consisted of CAPE seal and slurry seal with 2.5% latex and Asphalt Rubber Aggregate Membrane (ARAM), weed control, surface grinding, crack sealing, cold milling and overlaying of asphalt paving, construction of ADA curb ramps, traffic striping, and other incidental work along residential streets citywide. Regularly met with the City, making sure the TRC team delivered inspection services to the satisfaction of the City. Steve also provided as-needed quality assurance reviews.

Passons Boulevard Grade Separation Project (BNSF), City of Pico Rivera, Pico Rivera, CA
Project/Construction Manager. Provided services for this grade separation improvement project consisting of the construction of a steel girder beam with reinforced concrete deck underpass structure for Passons Blvd; extensive utility relocations; roadway reconstruction and new alignment; and placement of a two-track, shoo-fly railway configuration and railroad coordination. This work also consisted of demolition and removal of structures. Responsible for the day-to-day activities including quality control; construction safety oversight; conducting conferences/meetings; receiving, distributing, and managing submittals; dispute avoidance; change orders; progress payments; as-built drawings, contract administration/compliance; preparing monthly reports; contract close-out; resolving claims; and document control. Additional duties included assisting the City with pre-construction services including the E76 document; a biddability/constructability review; utility coordination for relocations; final plans and specifications coordination with the design team; and also community outreach services.
On-Call Construction Management, Geotechnical, Materials Testing, QA/QC, and Plan Review Services, County of San Bernardino and San Bernardino County Flood Control District, San Bernardino, CA

Project Manager. The team was selected to provide on-call construction management services, including material testing, periodic geotechnical services, field and laboratory testing services, as well as QA/QC, plan review services, including the review of structural plans, etc., for various County projects, including those administered by the Contracts Division, Transportation, and Flood Control District. Transportation projects will include the construction of improvements on streets, highways, sidewalks, curb and gutters, bridges, overpasses, walkways and related transportation construction. Flood Control District projects consist of improvements to channels, basins, dams, storm drains, and other related flood control construction. Responsible for making sure our team adheres to County policies, procedures and time schedules and provide as-needed quality assurance and quality control reviews. He will also provide overall management of the agreement between the County and TRC.

Construction Management Services, Agua Caliente Band of Cahuilla Indians, Palm Springs, CA

Contract Manager. Provided construction management services for federal projects, which include parking structures, bridges, roadway improvements, landscaping and storm water reviews. Work includes verifying that all documentation is being conducted for field work and auditing purposes in accordance with the Tribes FHWA Tribal Transportation Program (TTP). Responsible for attending meetings, reviewing budgets, assisting with bid preparation, awarding bids and general overview of projects pertaining to federal funding.

Truck Impacted Intersection Improvements Project at Firestone Blvd and Rayo Avenue, City of South Gate, South Gate, CA

Senior Project Manager. This project consisted of a street widening and reconstruction of Firestone Blvd. and Rayo Ave. Work included grind and overlay with AC, removal of existing AC and concrete pavement and replacement with Jointed Plain Concrete Pavement, ADA improvements with new curb, gutters and sidewalks, signing, striping, traffic signal modifications, restoration of adjacent improvements along with new signal cabinets for traffic signals. Traffic control and stripping of lanes were also included. Work was completed in four phases in order to complete the entire intersection replacement. Work included public relations coordination with adjacent businesses and the community. Responsible for attending meetings, budgets, assisting with bid preparation, awarding bids and general overview of projects pertaining to federal funding.

Highway Safety Improvements, Various Locations, City of South Gate, South Gate, CA

Senior Project Manager. Provided construction management services for citywide projects in which 6 existing traffic signal intersections modifications were completed with new sidewalk and handicap ramps installed at various locations. The work included new traffic signal equipment, service cabinets, pedestrian heads, video detection systems and street lighting. Extensive coordination with the City staff and contractor for lane closures and traffic signal shutdowns was required. Work was scheduled during the day and night time hours in order to alleviate impacts to the public. Responsible for providing as-needed quality assurance and quality control reviews, and managing the contract.

Firestone Blvd and Atlantic Ave Phase II Railroad Crossing Improvements with UPRR, City of South Gate, South Gate, CA

Senior Project Manager. This citywide project included cold milling, construction of curb, gutter and sidewalk, ramps, driveway approaches, decorative sidewalk, asphalt concrete paving, ARHM paving, traffic signal modifications, installation of SIC, CCTV, LED, signs, UPRR preemption with SWPP management plan, striping and signage, landscaping, irrigation and planting construction. Work also included new traffic signal equipment, service cabinets, pedestrian heads, video detection systems and street lighting. Steve provided extensive coordination with the City staff, contractor, Union Pacific Rail Road, various local agencies for lane closures and traffic signal shutdowns. Night time closures were also used due to the amount of traffic along Firestone Boulevard. Responsible for providing as-needed quality assurance and quality control reviews, and managing the contract.
B. Understanding of Scope of Services

Mark Rivera, PE, CCM, QSD/P, proposed Construction Manager, will be the City’s main point of contact. Mark will manage all aspects of the contract and your CIP project. He has extensive experience working with the LAPM and for all projects will initiate a kickoff meeting with both the City of Pico Rivera and the City’s project designer’s to establish all communication protocol, roles and expectations of the team. Special attention will be placed on proper submittal of documentation as required by the City of Pico Rivera, Caltrans, and the LAPM.

Task 1 - Construction Management

Mark will conduct the necessary pre-construction meetings, bi-weekly progress meetings and any other necessary project meetings including field meetings. Mark will coordinate any work requiring utility companies and third-party stakeholders. Information generated during these meetings will be summarized and the meeting minutes will be submitted to all pertinent parties. Separate meetings with the businesses in the areas of construction will be held so they know what to expect once construction is underway.

Mark will also log and track all submittals, request for information, requests for changes, change orders, field directives, notice of potential claims and non compliance reports, schedules and traffic control plans. All documentation will reside at our Riverside office with any changes documented and maintained on as-built plans, which will be provided to the City at project completion.

Mark will coordinate and review all material submittals and shop drawings with the designer for approval. He and his team will coordinate all work with the City, local agencies, the surrounding community along with the designer, utility agencies, contractor, and subcontractors. A weekly progress report will be generated to keep all parties up to speed on construction or any pertinent issues as a result of the construction.

Mark will monitor the contractors schedule to stay on track and request a recovery schedule if the project lags behind. Having completed numerous projects involving Caltrans Local Agency procedures, Mark is experienced with proper documentation requirements for federally funded projects. Mark will make sure all project documentation is completed properly and maintained within the project files.

Mark will discuss any necessary design changes with the City and designer regarding document findings; develop solutions to issues; and provide direction and changes as required for the successful completion of the project. In order to maintain a clear understanding of the contractor’s work in progress, while also maintaining open communication, Mark will monitor the schedule and budget to complete work within the City’s timeframe.

Task 2 - Construction Inspection

Our inspectors will handle inspection of the day-to-day operations with the contractor and meet to discuss activities for each day’s work. All work will be documented through daily inspection reports including quantities of materials incorporated into the work and the reports submitted to the City on a weekly basis. Our inspectors will monitor and notify the City’s project manager of any noteworthy changes, specifically those which may affect budget and/or impact the schedule. In addition to our typical duties related to inspection of projects, certified QSP’s will verify compliance with all SWPPP requirements and confirm that the contractor is in compliance with the NPDES and BMPs at all times. TRC inspectors will schedule, monitor and coordinate any material testing with our subconsultant Geo-Advantec, Inc. to verify proper testing and documentation is completed.

Mark and his inspectors will attend all project meetings including the bi-weekly meetings and provide punchlists at each phase of construction. Mark will verify that all work is completed in accordance with project plans and specifications including any City Standards, “Greenbook” Specifications and Caltrans specifications. All work will be inspected including any night work and weekend work, following prior approval from the City for any overtime work.

The team will coordinate all work with essential services including City staff, Los Angeles County Sheriff’s Department, Los Angeles County Fire Department, utility agencies, and surrounding cities. They will coordinate and work with City staff for any public outreach necessary to keep the community informed of the work and potential impacts, including temporary no parking and potential lane closures.
Task 3 - Labor Compliance

Our team members bring experience maintaining records to verify the contractor and its subcontractors comply with the wage and apprenticeship sections of the contract. Our team members will provide all relevant information on all daily reports to include employee names, labor classification, number of hours worked and equipment on the project. Our labor compliance team members will also conduct required on the spot interviews, noting these interviews on the appropriate EEO Interview form. In addition, the team will track and maintain logs to verify that the contractor submits certified payrolls and/or owner operator listings for the work and that all subcontractors or equipment rental companies associated with the project comply with the requirements as well.

Cross checking of all interviews, payrolls and wage rates will be done in order to determine compliance, including any force account work to make sure names, classifications and prevailing wage rates match. Posters, notices, and wage determinations will also be verified as posted on the job site. All violations will be dealt with immediately with necessary sanctions employed for any failure to submit payrolls or any noncompliance. Reporting of these violations will be provided to the appropriate agencies. TRC will employ a proactive approach to verifying compliance with these issues through discussion with the contractor during the pre-construction conference and subsequent project meetings.

Our Document QA/QC efforts, led by Linda Smoot, will entail working with our team to perform detailed quality control reviews of project records on a quarterly basis. Linda has passed all audits with Caltrans and FHWA with minimal comments.

Task 4 - Utility and Outside Agency Coordination

Mark and his team will review and confirm that all scheduled activities will not conflict with any outside utility agency work. Any potential conflicts will be addressed immediately to avoid additional costs or delays. Utility meetings will be held once a contractor is on board in order to review the contractors schedule and work windows for relocations during construction. Utility work will continually be tracked and monitored to confirm timely relocations. The contractors schedule will also be reviewed to confirm with the utility agencies that the schedule takes into consideration any potential conflicts with their relocations. TRC will also verify that the utility companies clearly understand level of work involved and timelines they are faced with for completing their scheduled relocations. Utility relocation plans will be reviewed to prevent future conflicts with regards to both permanent and temporary conditions. Mark and his team will work with the City to assist with notifications to those affected utility companies for the upcoming work. Our team will work with and assist the City on utility notifications and coordinating field reviews with the affected agencies for the upcoming work to discuss any potential relocations that may be required.

Task 5 - Material Testing

The TRC team will schedule and coordinate all material testing with our subconsultant Geo-Advantec, Inc. (GAI). GAI will provide construction monitoring and materials testing services for the City’s anticipated Capital Improvement projects. The GAI team has extensive experience in providing construction inspection and testing services for various project types including roadways, parking structures, streetscapes, utility lines, bridges, and traffic signals. The key elements of their success in performing and delivering construction services are:

- Effective communication between the CM and the City's assigned representative(s)
- Technical approach for monitoring, testing, and inspection services
- Scheduling and time control
- Budget control
- Quality control

In addition, GAI owns a laboratory accredited by certifying agencies including:

- AMRL (AASHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740, ASTM D1070 and ASTM E329
- CCRL (Cement and Concrete Reference Laboratory)
- Caltrans
- Army Corps of Engineers
- City of Los Angeles
Task 6 - Project Closeout

TRC inspectors will prepare and monitor the final punchlist of remaining items of work to be completed and corrected by the contractor for final completion of the project. Coordination of final walk through of the project will be done with the City, designer, contractor and all affected stakeholders. Upon satisfactory completion of the project, TRC will submit a formal recommendation for project acceptance to the City. Mark and his team will finalize all construction work, including the punchlist items, make sure the final payment is approved and accepted, and the project paperwork is completed and archived. All as-built information will be sent to the City’s design engineer for final preparation of the as-builts. Mark will then prepare the final construction reports including the project completion report.

All issues, claims and change orders will be addressed. Full documentation required by outside agencies including Caltrans and the LAPM will be completed. All project construction files will be prepared and delivered to the City in an organized and timely manner. Along with the records, a project completion report will be prepared that will include a summary of change orders and potential claims, summary of the materials tested and incorporated into the work, final project schedule and project expenditures, summary of final acceptance, and as-built drawings. The schedule for this part of the process is as sensitive as any and must be attended to efficiently. It is estimated that project closeout services will be completed within a few weeks after project acceptance.

Our team is very familiar with the Caltrans Local Assistance Procedures Manual, including the reports required at project closeout contained in Chapter 17 (Project Completion). This will be beneficial to the City in order to request federal grant money in a timely manner during and after the completion of the project.
<table>
<thead>
<tr>
<th>SERVICE</th>
<th>FUNCTION</th>
<th>BENEFIT</th>
<th>PERSONNEL ASSIGNED</th>
<th>DELIVERABLES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preconstruction Phase Services</strong></td>
<td></td>
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</tr>
<tr>
<td>Pre-Bid Review Process</td>
<td>Conduct constructability review of plans and specifications. Verify cost estimates and schedule. Identify potential change order and claims issues. Provide draft project schedule. Manage pre-bid conference if requested by the City. Coordinate bidder questions with designers.</td>
<td>CM develops early relationship with City and designer. Provide clarification for bidders to help reduce cost.</td>
<td>Mark Rivera &amp; his team</td>
<td>Constructability review comments, Draft construction schedule, Conduct pre-bid conference with agenda and meeting minutes, Bid documents and Q&amp;A to bidder comments</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>Outline project specifics, inform contractor of project administration procedures.</td>
<td>Establish protocol and roles and responsibilities.</td>
<td>Mark Rivera</td>
<td>Agenda meeting minutes</td>
</tr>
<tr>
<td>Management Information System (MIS) Document Control</td>
<td>Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, materials test results, O&amp;M manuals, progress payments, and change orders, etc.</td>
<td>Better record keeping, improved claim resolution capabilities, Federal reimbursement of funds.</td>
<td>Mark Rivera</td>
<td>Paper files, Digital files, Correspondence logs</td>
</tr>
<tr>
<td><strong>Construction Phase Services</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Construction Management</td>
<td>Manage the project and enforce in accordance with the contract plans, special provisions, Caltrans Standards, Construction Manual, and Local Assistance Procedures Manual.</td>
<td>Administer and construct project properly. Minimize City exposure and cost. Verify that City is reimbursed for Federal Funds.</td>
<td>Mark Rivera</td>
<td>Successful project, Federal reimbursement, Project files</td>
</tr>
<tr>
<td>Weekly Meetings</td>
<td>Conduct weekly meetings to discuss schedule, current, and past issues.</td>
<td>Maintains dialogue between team members/stakeholders.</td>
<td>Mark Rivera</td>
<td>Agenda meeting minutes</td>
</tr>
<tr>
<td>Environmental Coordination Meetings</td>
<td>Maintain communication and compliance with permits, SWPPP reviews.</td>
<td>Verify compliance and prevent violations and fines.</td>
<td>Mark Rivera &amp; his team</td>
<td>Successful project without violations and fines</td>
</tr>
<tr>
<td>Materials Testing</td>
<td>Schedule and manage sub-consultant materials lab. Coordinate timely testing and reporting.</td>
<td>Provides timely testing and day to day coordination with contractor’s progress to prevent delays.</td>
<td>Mark Rivera &amp; his team along with Geo-Advantec, Inc.</td>
<td>Testing reports, Materials are provided and placed in accordance to Caltrans Specs.</td>
</tr>
</tbody>
</table>
### Table 3. Scope of Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Function</th>
<th>Benefit</th>
<th>Personnel Assigned</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issues Management</td>
<td>Analyze issues, seek appropriate advice, and give recommendations.</td>
<td>Provide solutions to actual field conditions. Minimize delays.</td>
<td>Mark Rivera</td>
<td>Design clarifications</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Contract change orders</td>
</tr>
<tr>
<td>Schedule</td>
<td>Monitor contractor’s schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.</td>
<td>Better project coordination. Fewer delays. Fewer time related disputes.</td>
<td>Mark Rivera</td>
<td>Weekly reports</td>
</tr>
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<td></td>
<td></td>
<td>Schedule reports</td>
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<td>“As-built” schedule and construction photos/videos</td>
</tr>
<tr>
<td>Cost Control</td>
<td>Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.</td>
<td>Effective use of funds. Early warning of potential funding problems.</td>
<td>Mark Rivera</td>
<td>Budget reports</td>
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<td></td>
<td>Cost estimate reviews</td>
</tr>
<tr>
<td>Change Orders</td>
<td>Review potential change orders (CO) for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare CO’s for execution. Keep City appraised of impact of cumulative CO’s.</td>
<td>Change orders reflect fair price for added or deleted work.</td>
<td>Mark Rivera</td>
<td>Independent cost estimates</td>
</tr>
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<td></td>
<td></td>
<td>Change orders ready for execution</td>
</tr>
<tr>
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<td></td>
<td>Change order summary reports</td>
</tr>
<tr>
<td>Potential Claims/Dispute Resolution</td>
<td>Identify potential claims issues. Review claims for merit, document, make recommendations, and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.</td>
<td>Disputes are avoided or resolved quickly reducing cost.</td>
<td>Mark Rivera</td>
<td>Dispute avoidance procedures</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Recommendations</td>
</tr>
<tr>
<td>Quality Control/Inspection</td>
<td>Observe and monitor all aspects of project. Notify contractor of non-conforming work. Prepare daily inspection reports. Provide photo documentation of construction.</td>
<td>Completed project meets expectations for quality and functionality.</td>
<td>Mark Rivera &amp; his team</td>
<td>Photography and video tapes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Project files</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Daily inspection reports</td>
</tr>
<tr>
<td>Traffic Management</td>
<td>Coordinate, process, and obtain approval for closure of per plans.</td>
<td>Verify no conflicts with other projects. Keep public informed.</td>
<td>Mark Rivera &amp; his team</td>
<td>Safe closure approvals</td>
</tr>
<tr>
<td>Public Relations</td>
<td>Communicate with local residents and businesses regarding temporary construction impacts, such as closures, traffic changes, limited access and construction schedule.</td>
<td>Minimizes public complaints. RE will be point of contact.</td>
<td>Mark Rivera</td>
<td>Verbal and written notices delivered to local residents and businesses</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Attend community meetings</td>
</tr>
<tr>
<td>Service</td>
<td>Function</td>
<td>Benefit</td>
<td>Personnel Assigned</td>
<td>Deliverables</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
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<td>------------------------------------------</td>
</tr>
<tr>
<td>Permit / Environmental Compliance</td>
<td>Review and enforce requirements stipulated in permits issued by regulatory/environmental agencies.</td>
<td>Minimize or eliminate violations of permit requirements.</td>
<td>Mark Rivera</td>
<td>Daily inspection reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Correspondence</td>
</tr>
<tr>
<td>Progress Payments</td>
<td>Review contractor’s payment requests. Verify contractor pay items. Prepare payment documentation for execution.</td>
<td>Verifies accuracy of quantities and payment. Controls project cost.</td>
<td>Mark Rivera</td>
<td>Progress payment vouchers</td>
</tr>
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<td></td>
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<td></td>
<td>Daily inspection reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Quantity calculations</td>
</tr>
<tr>
<td>Site Safety</td>
<td>Review and monitor contractor’s safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed.</td>
<td>Jobsite is safer. Avoids litigation.</td>
<td>Mark Rivera &amp; his team</td>
<td>Accident reports</td>
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<tr>
<td>Closeout Phase Services</td>
<td></td>
<td></td>
<td></td>
<td>Monthly reports</td>
</tr>
<tr>
<td>“As-Built” Drawings</td>
<td>Collect, review, and transmit contractor’s data to engineer.</td>
<td>Changes are incorporated into record drawings.</td>
<td>Mark Rivera &amp; his team</td>
<td>Data for record drawings</td>
</tr>
<tr>
<td>Final Walkthrough</td>
<td>Make final inspections. Prepare punchlist. Verify that required certificates of compliance, as-built drawings have been delivered.</td>
<td>Project is completed according to contract. Paperwork required of contractor is delivered.</td>
<td>Mark Rivera &amp; his team</td>
<td>Punch list</td>
</tr>
<tr>
<td>Project Completion Report/Final Payment</td>
<td>Process final payment to contractor. File notice of completion. Prepare final report. Deliver project records to City. Prepare reports in accordance to LAPM.</td>
<td>Paperwork is completed. Audit trail is completed. Verifies Federal reimbursement.</td>
<td>Mark Rivera</td>
<td>Final progress payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Notice of completion</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Final report</td>
</tr>
</tbody>
</table>

City of Pico Rivera | On-Call Construction Management and Inspection Services
C. Methodology and Work Plan

Critical Success Factors to Staff, Support, and Completing the Work

The TRC team has extensive success in delivering projects within their construction schedules and budgets. TRC will similarly achieve on-time delivery for the various projects of this contract by implementing the Scope of Services described in the previous section while eliminating any “stumbling blocks” ahead of time through focusing on biddability and constructability reviews; diligent inspection of contract work; and a proactive, collaborative approach to mitigating and resolving potential claims issues.

Staffing is key to successful project management and an integral part of managing the City’s Capital Improvement Program. Our fundamental approach is to assemble the best-qualified team to match your project requirements. We will review the scope of the project and staffing levels and budgets from similar projects to estimate labor requirements to complete a project.

Safety Approach

Regardless of the size of a project, we see our field team members as the day-to-day face of the City of Pico Rivera for each project. We will work diligently to verify that all construction projects employ strategies that recognize the importance of a safe work environment for workers and the public.

To this end, TRC approaches safety as the number one priority starting day one of employment. All staff are provided a TRC Safety Manual, go through a safety orientation, and are required to review and acknowledge the Code of Safe Practices and IIPPs for their specific project(s). TRC has on-going safety training which includes 40-hour OSHA training, Confined Space, and driver safety, to name a few. All personnel are equipped with vehicles, flashing beacons, cell phones, and required Personal Protective Equipment (PPE).

Ability to Respond Quickly

TRC takes tremendous pride in our ability to meet our clients’ needs in a cost-efficient, timely and proactive manner. This is exemplified through our successful delivery of projects, to our clients and our ability to respond quickly in emergency situations.

As part of our On-Call contract with the California Department of Water Resources, TRC provided inspection and contract administration staff on the Oroville Dam Emergency Repair project within 15 hours of receiving a client call. TRC’s staff was at the Oroville Dam location the following evening, with all required PPEs, tools, and vehicles. TRC’s focus on construction management and on-call contracts has resulted in a management and field team who are flexible and can respond quickly.

TRC staff understands the importance of providing timely inspections, accurate and thorough documentation of the work through daily diaries. Our staff has the hands-on experience and training to effectively inspect local agency projects and are knowledgeable of CSI type specifications and Greenbook specifications and procedures. Our staff can quickly recognize issues and recommend solutions to correct field problems and are quite familiar with the various policies and procedures of local agencies.

In addition, TRC maintains a pool of qualified inspectors, who work on an as-needed basis plus a pool of qualified candidates who provide the additional “bench strength” when needed. We routinely receive and review updated staffing availability and maintain a team-wide availability report, thereby being able to provide staffing candidates with little notice. With this report we can easily match an individual’s skills and experience with our client’s needs. Our record in this regard is excellent. TRC has never failed to supply qualified personnel on our on-call contracts.
D. Project Management

**Communication**

Communication with project stakeholders is essential in order to collectively deliver a successful project. TRC's approach to all projects is one of fairness and consistency. Each team member makes the commitment and takes on the responsibility of following these guidelines throughout the life of the project. TRC believes in accountability — our team will be accountable for delivering a successful project. Just as the City of Pico Rivera has an obligation to deliver projects to City residents, as an extension of your team, TRC shares the commitment to deliver a successful project within the established time frame and budget.

**Coordination**

Mark and his team will establish a chain of command communication protocol in order to timely manage changes, shop drawings, submittals, RFIs, evaluation of tests, potential claims and various submittals as defined in the project specifications.

Mark will provide weekly and monthly reports as required by the City to keep all partners informed of construction progress, completed and upcoming activities, schedule completion, status of submitted documents, issues with the contractor, claims, budget status and an estimate of costs to complete the project. Mark and his team will address all criteria identified in the plans and specifications and will tailor any document to fit the needs of the City and all stakeholders.

**Meetings**

**Preconstruction Meetings.** Mark will manage the preconstruction meeting with City staff, our inspectors, contractor, and other critical project participants. The agenda and minutes will be prepared and distributed. The agenda will include discussion of roles and responsibilities for each project participant, project highlights, key issues, submittal and RFI processing, progress payments, schedule, change order procedures, emergency contacts, safety responsibilities, and other procedural and documentation requirements.

**Construction Progress Meetings.** Mark will conduct weekly meetings with the contractor, design team and City staff. Topics of discussion will include construction progress, the look-ahead schedule, outstanding submittals and RFIs, and other items that may affect the schedule. The meeting minutes will be completed and distributed to all attendees within two business days.

**Work Assignments**

Assigning a single point of contact has minimized confusion and ensured timely support to our clients. All requests for personnel and services will go through Construction Manager, Mark. Many of these requests will be discussed prior to the actual issuing of the task order. Once the City issues a task order, Mark will verify that he has enough project details, including the location, duration, type, size and complexity of the project, and will work with the City to identify the most appropriate person available for each assignment. The task order procedure Mark utilizes is summarized and illustrated herein (see Figure 1).

**Document Management**

**Manage Project Correspondence and Data.** TRC utilizes Procore, a web-based document control system (see Figure 2). At the preconstruction conference, we will establish all correspondence routes through TRC, whether it’s a submittal or RFI from the contractor or an inquiry from personnel.
Our team is familiar with the Procore construction management program to manage all incoming and departing correspondence including letters, shop drawings, RFIs, and progress payment requests. Managing information, however, is more than just tracking it. We use the management information software to generate status logs, especially on items such as shop drawing submittals and information requests.

Projects have been delayed when shop drawing reviews are late and requests for information are not answered in a timely fashion. At our weekly progress meetings, we will discuss the shop drawing log and determine if the engineer is reviewing shop drawings in a timely manner. We will also talk with the contractor regarding the status of re-submittals, and if there is potential for delay. TRC uses the status logs to keep the job moving and remind all team members of their immediate responsibilities.

**Work Execution**

TRC will use the following approaches to monitor the progress of construction and maintain schedule control:

- Hold regular and productive project meetings to review and discuss all project issues related to schedule and cost.
- Develop and maintain a construction progress chart that is a plot of contract time verses percent complete. The chart will be updated monthly and will be based on the monthly progress pay estimate and working days to date to determine percentage completion.
- Provide weekly Statement of Working Days. This report is used universally within the industry to report the status of contract time to the contractor on a weekly basis. The information presented is extremely important, as it is official notification to the contractor on the status of working days on a weekly basis. It also gives the contractor the opportunity to protest any issues within 15 days of receipt of the statement, which allows us the opportunity to resolve conflicts at the time they occur.
- Maintain an independent as-built schedule of the work during construction. The schedule is continuously updated to reflect actual progress of the work and delays and is an effective tool in the evaluation of potential claims.

**Cost Control**

The successful completion of any project requires a true understanding of the controlled spending of money. The cornerstone of effective cost control is fourfold:

1. A well prepared and thoroughly reviewed set of contract documents to minimize changes later
2. Sound estimating and budgeting
3. Tight financial controls
4. An effective management information system for project monitoring

Our staff understand the importance of keeping thorough, accurate records of project costs. As construction evolves, cost elements typically include revised estimates, contingency tracking, and incurred costs corresponding to authorized payments. We have established a complete system for contract administration which includes organized methods and procedures for tracking and monitoring the actual construction costs on a project. It includes spreadsheets to track progress pay estimates, item overruns and underruns, contract change orders, and potential claim logs. In addition, we place controls on field change requests, routinely check contractor-submitted estimates for change orders, negotiate changes as necessary, and facilitate equitable settlements. Our system also tracks the overall project contingency balance and provides tools for estimating final project costs (forecast at completion).
The system also allows us to develop, in this case under Mark's facilitation, a monthly project status report which is a summary of the overall project costs, contract time status, and contract change order and potential claim status. It also includes a section for notes on work completed this period, work contemplated for next period, and issues (pending or resolved).

**Budget Control**

TRC’s approach for completing CM services within budget includes a monthly cost tracking report that Mark will submit to the City of Pico Rivera for review. This document will identify expenditures to date along with a projection of costs extended to the projected date of completion. Additionally, our invoices will contain all relevant information regarding budget for each task or purchase order issued for our services. This will include the budget total, invoice amount, amount expended to date, and amount remaining.

On a field level, Mark will meet with the City PM to determine the proper staffing for a project and will mobilize staff accordingly. During construction, Mark and the City’s PM will adjust staff hours based on the required level of inspection needed to properly cover the contractor’s work. Staff time will reflect the needs of the project and will be discussed with the City PM on a regular basis. All tracking activities are part of TRC’s overall project management plan and designed for flexibility and adaptability.

**Schedule Control**

During construction there are many ways that a schedule may be affected. Sometimes, it may be due to an item that is not within our control such as encountering unexpected hazardous material. Other times we may have more ability to influence the situation. For instance, construction staging can be modified to keep the contractor working while the delay issue is resolved. As construction managers, it is our role to closely monitor the schedule during construction and to help mitigate and resolve issues as they occur. Our goal is to minimize delays to the overall completion of the contract. This process starts by having a good understanding of the project and how the work will be accomplished.

**Review of the Contractor’s Progress Schedule**

TRC will review the contractor’s initial baseline progress schedule. The progress schedule will indicate how the contractor intends to accomplish the work. In our review of the schedule, we will confirm that the schedule meets the contract specifications. We will confirm that major activities including controlling items of work and verify reasonable durations are shown. We will request revised schedules from the contractor to reflect any significant changes in time or construction operations. The schedule will be used as a tool to track construction progress and monitor construction delays. The contractor’s schedule will be reviewed on a weekly basis and any delays noted. We will also require the contractor to submit a two-week look-ahead schedules at the weekly meetings so the team will know what to expect and can plan accordingly.

**Quality Assurance/Control**

To assure that the quality of our field operations are at or above levels that are required per the standards of our company and our clients, as well as the contract provisions, TRC has implemented an internal quality control (QC) program. At TRC, our reputation in quality has always relied on our people, process and tools. All personnel are handpicked to provide you with experience, quality and reliability. Our operations process provides for recruiting, retention and training that will maintain our available “pool” strength, while Procore provides our team with a proven and adaptable tool to maintain project documentation in an easily auditable format.

Quality control truly begins with the careful selection of staff. The staff proposed is the first important criteria in delivering a high-quality project. Mark will periodically review project files, evaluate project safety and storm water protection, confirm compliance to contract plans and specifications, and conduct staff interviews to document and evaluate the quality of our services and operations.

To support this process, TRC has another proven tool in place. Our Quality Procedure Manual (QPM) is used to provide TRC contract managers, construction managers, inspectors and support staff with a source of reference to standardize inspection and quality control procedures on all TRC projects. This manual covers construction management aspects that can be applied to any construction project. It is used as the basis to
customize an organized and complete set of records and procedures for each TRC project. Each of the individual project’s documentation will determine the format and content of the records and procedures required to customize the QPM contents on a contract/project-specific basis. Quality control procedures set forth in this manual are provided to assure our clients that uniform quality is provided on each project yet tailored easily to fit the unique needs of each project as well.

In summary, the QPM provides for uniformity on both the construction contract and client contract sides of this contract. Note that this manual is a living document with continual refinement and modification.

**Construction Contract QPM:**
- Organization
- Constructability Reviews
- Materials Quality Assurance
- Project Start-Up
- Documentation Control
- Estimates and Budgets
- Inspection
- Submittals, Shop Drawings and Samples
- Project Schedules
- Safety
- Project Close-Out
- Quality Control Monitoring

**Client Contract QPM:**
- Organization
- Recruiting
- Training
- Personnel Requests and Task Orders
- Budgeting
- Invoices
- Periodic Reports
- Project Close-Out
- Quality Control Monitoring

All sections include checklists to be used for most situations. For Mark and the field staff, quality control is performed as an on-going event throughout the life of a project. Mark will perform in-depth QC audits that include records, procedures, and personal interviews on a minimum quarterly basis. Diaries and photo documentation will be reviewed on a weekly basis. These QC reviews will be documented and discussed with the City. Corrective actions, if needed, will be instituted. In addition, Mark will meet with City staff to discuss TRC’s performance on each specific assignment. If any changes are needed, they will be implemented at that time.

TRC has prepared and maintained quality control/assurance manuals for various agencies such as the City of Lancaster for their public works inspection department. TRC maintains our own very thorough quality assurance manual, which lists the inspection requirements and procedures for various types of public work construction projects including underground utilities. This manual is developed based on the Caltrans Quality Assurance Manual, the Caltrans Construction Manual, Caltrans Standard Specification and Standard Plans, the Greenbook Specifications, the Public Works Inspectors Manual published by BNi Building News, and APWA and AWWA Manuals.

For any of our projects Mark will develop the quality assurance plan which will include the procedures for submittal review; materials inspection; documentation of certificates of compliance; non-conformance reports (NCR’s) for material inspection; inspectors diaries pertaining to quality assurance inspections such as source inspection; concrete and AC, soil and materials testing; compaction testing records; visual inspection of traffic signals and traffic loops; and roadway striping and Portland cement concrete and asphalt concrete placements records to name a few.
E. Statement of Qualifications

Representative Projects and References
TRC has played a major role in the building of critical infrastructure, providing turnkey services for transportation, power, water/wastewater, flood control, storm drainage, and facilities projects with a total construction value in the billions. Our reputation for superior on-call services has been built on a legacy of excellence, quality, and client satisfaction. We focus on flexibility and appropriate response to changing circumstances over the life of a multi-year contract. We have provided exemplary as-needed and staff augmentation services to public works agencies through hundreds of on-call contracts. Among TRC’s core specialties are providing construction management and inspection services on numerous capital improvement roadway and water and wastewater infrastructure projects both large and small. These projects have included the following:

- Roadway/street improvements
- Bridges
- Grading/earthwork
- SWPPP
- Parks
- Sewer and water pipeline rehabilitation and replacement (using conventional and trenchless methods)

Various Projects, City of Pico Rivera

Hot Spot Intersection Improvements Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard
The scope of work for the project at the intersection of Rosemead Boulevard and Whittier Boulevard includes an additional left-turn lane in the southbound direction, increased left-turn storage along Whittier Boulevard in the west- and east-bound directions, reconstruction of existing medians to accommodate additional travel lanes, pavement rehabilitation along Whittier Boulevard from Acacia Avenue to San Gabriel Place, construction of two new bus pads and bus shelters along Whittier Boulevard, construction of curb ramps, driveway approaches and miscellaneous sidewalk, and modifications to the existing traffic signal. TRC is providing contract administration, construction management and inspection, utility coordination, labor compliance, material testing services, and project close-out services.

Residential Resurfacing Program (RRP), Phase G and H – Cape Seal Capital Improvement
The project consisted of CAPE seal and slurry seal with 2.5% latex and Asphalt Rubber Aggregate Membrane (ARAM), weed control, surface grinding, crack sealing, cold milling and overlaying of asphalt paving, construction of ADA curb ramps, traffic striping, and other incidental work along residential streets citywide. TRC provided construction inspection services.

Traffic Signal Safety Improvements Citywide
The project consisted of modifying seven antiquated traffic signals located citywide. Project improvements included upgrading the traffic signals to provide left-turn phasing, installing battery backup systems and pedestrian count-down heads, upgrading the traffic signal heads to Light Emitting Diodes, installation of video detection, modifying the service cabinets and upgrading access ramps to comply with the latest ADA requirements. TRC provided contract administration, construction observation, utility coordination, labor compliance, material testing services, and project close-out services.
City of Pico Rivera | On-Call Construction Management and Inspection Services

<table>
<thead>
<tr>
<th>PROJECT DATES</th>
<th>7/2014 - Ongoing (anticipated 11/2019)</th>
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</thead>
<tbody>
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<td>TECHNICAL EXPERTISE</td>
<td>Contract administration, construction observation, utility coordination, labor compliance, material testing services, and project close-out services.</td>
</tr>
<tr>
<td>STAFF ASSIGNED</td>
<td>Steve Quezada, Remi Nunez, Geo-Advantec, Inc.</td>
</tr>
<tr>
<td>CLIENT REFERENCE</td>
<td>Kenner Guerrero, Associate Engineer, 562.801.4351, <a href="mailto:kguerrero@pico-rivera.org">kguerrero@pico-rivera.org</a></td>
</tr>
</tbody>
</table>

**Firestone Boulevard Improvements, City of South Gate**

**South Gate Highway Safety Improvements**

The work included new traffic signal equipment, service cabinets, pedestrian heads, video detection systems and street lighting. The work involved extensive coordination with the City staff and contractor for lane closures and traffic signal shutdowns. Work was scheduled during the day and night time hours in order to alleviate impacts to the public. TRC provided construction management services for 6 existing traffic signal intersection modifications, and new sidewalk and ADA ramps at various locations.

**Truck Impacted Intersection Improvements at Firestone Boulevard and Rayo Avenue**

The project included roadway improvements by replacing the existing asphalt concrete pavement with Jointed Plain Concrete Pavement over Hot Mix Asphalt. Work also included removing the existing raised median on Firestone Boulevard west of Rayo and construction of a new raised median. Project construction included construction of sidewalks, ADA improvements, signing, striping, traffic signal modification, cold milling of pavement and restoration of adjacent improvements. Associated street improvements on Firestone Boulevard and Rayo Avenue included curb and gutter and driveway construction. Sidewalk work along the west side of Rayo Avenue to the south encroached upon the Union Pacific Rail Road. TRC provided construction management services.

**Phase II Atlantic Avenue/Firestone Boulevard Traffic Improvements**

Pavement improvements included cold milling; hot mix asphalt paving; ARHM paving; new curb, gutters, ramps, and driveway approaches; signing and striping; and decorative sidewalk. Other work included adjusting manholes and valves, traffic signal modifications, installation of SIC, CCTV, and overhead signage, and rail road pre-emption with queue management plan. Landscape construction included irrigation and planting primarily along Firestone Boulevard at/near its intersections with Atlantic Avenue and Mason Street/Firestone Place, as well as along Atlantic Avenue at/near its intersections with Azalea West and Salt Lake Avenue/Patata Street. As a subconsultant, TRC provided construction management and inspection services.

<table>
<thead>
<tr>
<th>PROJECT DATES</th>
<th>1/2015 - 4/2017</th>
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<tr>
<td>TECHNICAL EXPERTISE</td>
<td>Construction Management, construction inspection, labor compliance, material testing services, and project close-out services.</td>
</tr>
<tr>
<td>STAFF ASSIGNED</td>
<td>Steve Quezada, Albert Murillo, Thomas Michael, Robert Estrada</td>
</tr>
<tr>
<td>CLIENT REFERENCE</td>
<td>Clint Hererra, Assistant City Engineer, 323.357.9657, <a href="mailto:cherrera@sogate.org">cherrera@sogate.org</a></td>
</tr>
</tbody>
</table>

**Truck Impacted Intersection.**

**Phase II Atlantic Avenue.**
General Construction Management Services, Various Projects, Agua Caliente Band of Cahuilla Indians

Calle Encilia Parking Structure
This four-story parking structure was constructed in approximately 12 months, providing 800-spaces, including some spaces with state-of-the-art electric vehicle charging stations and included construction of two water features. The structure is adjacent to the existing Casino and is connected with a bridge from the second floor of the parking structure. The exterior of the structure incorporates “Trespa” panels which hang along the sides of the structure. The thoughtful design of the structure’s exterior emulates basket weaving - one of the Tribe’s oldest traditions and the landscape and water features represent Andreas Canyon, the Tribe’s ancestral home. TRC provided contract administration services.

Heritage Plaza Parking Lot Improvements
The project included construction of an existing commercial development parking lot that included concrete pavement, curb and gutters, ribbon gutters, sidewalks, handicap ramps, storm drain systems, site and parking lot lighting, carport canopies and solar panels, trash enclosures, existing wall replacement and renovation, landscape and irrigation systems. The project was phased and coordinated to accommodate existing tenants and site users. Project coordination and scheduling for prefabrication of carport canopies and procurement and installation of solar panels.

TRC provided program and construction management support for design consultants and solar panel vendor, prepared project specifications, and estimate packages, project schedules, bid packages and close-out documentation in accordance with the FHWA Tribal Transportation Program.

Indian Canyon Agua Caliente Hot Mineral Springs Bridge
The project included site demolition, grading and Best Management Practices. Removal of existing spring tank and associated facilities. Construction of new spring tank, foundations and grade beams, and concrete tank lid. Street improvements on Indian Canyon Road including curb and gutter, sidewalk, ADA access ramps, traffic signal and striping modifications, and pavement joining. Fluctuating water table levels of a naturally occurring spring required redesign of concrete foundations and tank size and additional geotechnical investigations to analyze the structural stability of subgrade foundation substrates.

TRC provided program and construction management support services, review of progress payments, schedules and updates, prepared change orders, coordinated design consultants, and prepared close-out documentation.

South Palm Canyon Slurry Seal and Striping
The project included slurry seal of South Palm Canyon, site preparation, traffic striping and delineation. Project startup and completion during scheduled closure of public access to the Palm Canyon Trails.

TRC provided program and construction management support services for coordination of design consultants, prepared project specifications and estimate packages, bid administration and contractor solicitation, periodic site inspections, and prepared close-out.
Indian Canyon Storm Water and Roadway Improvements
The project consists of existing street improvements, roadway excavation and rehabilitation, bridge reconstruction, waterline work, modifications to restroom facilities, and parking lot. TRC provided preconstruction services, design coordination, and biddability/constructability services.

We are pleased with the professionalism, expertise, and effective communication TRC brings to our various projects.
Marc Payán - Grants Administrator Manager

<table>
<thead>
<tr>
<th>PROJECT DATES</th>
<th>7/2015 - Current</th>
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<td>Construction management support, construction inspection, and contract administration.</td>
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<tr>
<td>STAFF ASSIGNED</td>
<td>Steve Quezada, Albert Murillo, Roger Morris, Linda Smoot, Matt Tsugawa</td>
</tr>
<tr>
<td>CLIENT REFERENCE</td>
<td>Marc Payán, Grants Administrator Manager, 760.699.6843, <a href="mailto:mpayan@aguacaliente-nsn.gov">mpayan@aguacaliente-nsn.gov</a></td>
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</tbody>
</table>

On-Call Construction Management and Inspection Services, Moulton Niguel Water District
TRC is providing as-needed staff augmentation, construction management and special inspection of electrical work, startup and commissioning, linings and coatings, structural work, welding, and other general overflow inspections. The following task orders have been completed to date:

- **Forbes Road Phase II** – New sewer and water improvements, removing and upsizing existing sewer and water improvements to accommodate future development in the area.
- **San Juan Creek ETM Pipeline Removal** – Removal of existing concrete encased piping in the San Juan Creek. County encroachment permit compliance, coordinated preconstruction meetings and final inspection/permit sign off with County.
- **Lower Boundary Oak Lift Station** – Onsite inspection of wet well preparation for coating. Inspection of coating application and testing as required.
- **Paseo de Valencia Lift Station** – Monitored dewatering and cleaning of existing wet well. Inspect condition of wet well and lining for potential rehabilitation. Visual inspection, holiday testing, adhesion testing of coating during rehabilitation and report.
- **El Dorado Reservoir** – Structural and coating inspection of reservoir improvement in conjunction with Harper & Associates Engineering.
- **Aliso Hills Reservoir** – Structural and coating inspection of reservoir improvement in conjunction with Harper & Associates Engineering.
Shell Nozzle Installation Seville No. 1 & 2, Mathis and Bear Brand – Structural and coating inspection of reservoir improvement in conjunction with Harper & Associates Engineering.

Warranty Inspection Mathis and Bear Brand – Provide structural and coating inspections prior to end of warranty period in conjunction with Harper & Associates Engineering.

Oso-Trabuco Sewer Structural Reinforcement – Provide CM and inspection services for project. Includes specialty inspection of CIPP liner and manhole rehabilitation with coating.

<table>
<thead>
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<th>PROJECT DATES</th>
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</tr>
<tr>
<td>STAFF ASSIGNED</td>
<td>Thomas Michael, Remi Nunez</td>
</tr>
<tr>
<td>CLIENT REFERENCE</td>
<td>Todd Dmytryshyn, District Project Manager, 949.831.2500, <a href="mailto:TDmytryshyn@mnwd.com">TDmytryshyn@mnwd.com</a></td>
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</table>

Torrance Transit Park and Ride Regional Terminal, City of Torrance - Geo-Advantec, Inc.

GAI was selected for Phase I grading observation and soils testing for different components of the project, including proposed one-story and two-story buildings, bus platform, canopies, and pavement of the designated areas. The purpose of testing and inspection of the grading operations was to verify that the completed work complied with the project plans, specifications, special provisions, and geotechnical recommendations. Also, in 2018, GAI was selected to continue working on the project and provide testing and inspection services for Phase II which included fine grading, masonry, concrete, rebar, and asphalt testing.

<table>
<thead>
<tr>
<th>PROJECT DATES</th>
<th>July 2015 - In Progress</th>
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<tbody>
<tr>
<td>TECHNICAL EXPERTISE</td>
<td>Geotechnical Engineering, Materials Testing, and Inspection Services</td>
</tr>
<tr>
<td>STAFF ASSIGNED</td>
<td>Shawn Ariannia, Ron Hanson, John Cromer</td>
</tr>
<tr>
<td>CLIENT REFERENCE</td>
<td>Craig Bilezerian, Public Works Director, 310.618.3054, <a href="mailto:cbilezerian@torranceca.gov">cbilezerian@torranceca.gov</a></td>
</tr>
</tbody>
</table>

Pavement Rehabilitation of Washington Boulevard, City of Commerce - Geo-Advantec, Inc.

Washington Boulevard is a major east-west corridor that passes through the City of Commerce within the Gateway Cities region. It serves as a significant connector between I-710 and I-5 Freeways, carrying approximately 35,000 vehicles per day and 25% truck traffic. GAI performed as the Caltrans Certified Laboratory and provided field inspection and testing on grading operations, and provided laboratory testing for the project. The job was federally funded and constructed in compliance with Caltrans Local Assistance Procedures Manual. The project scope included the rehabilitation, widening, and reconstruction of a 2.7-mile-segment of Washington Boulevard between Indiana Street to the Santa Ana (I-5) Freeway, and widening of the boulevard from two lanes to three lanes in each direction.

<table>
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<th>April 2015 - December 2017</th>
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<tr>
<td>TECHNICAL EXPERTISE</td>
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</tr>
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<td>CLIENT REFERENCE</td>
<td>Maryam Babaki, Former City of Commerce Director of Public Works, Current Building Commissioner of Rancho Santa Fe Associates, 858.756.1174, <a href="mailto:maryam@rsfassociation.org">maryam@rsfassociation.org</a></td>
</tr>
</tbody>
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### F. Hourly Rates

#### LOADED BILL RATE (Pay Rate x (1 + OH) x (1 + Fee))

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<td>$248.20</td>
<td>$328.11</td>
<td>$173.22</td>
<td>$248.20</td>
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</tbody>
</table>

#### LOADED BILL RATE (Pay Rate x (1 + OH) x (1 + Fee))

@ Gross OH w/full multipliers on OT Premiums

#### LOADED RATE (ST Pay Rate x (1 + OH) x (1 + Fee)) + ((OT Pay Rate - ST Pay Rate) x (1 + Fee))

@ FAR OH (Field) & FAR OT Calcs (Fee only on OT Premiums)
### ENGINEERING SERVICES

#### ENGINEERING AND PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Geotechnical Engineer/Principal Engineering Geologist</td>
<td>$200.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer</td>
<td>$175.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Registered Civil Engineer</td>
<td>$175.00</td>
<td>Per Hour</td>
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<tr>
<td>Project Manager</td>
<td>$125.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Staff Engineer/Staff Geologist/Field Engineer</td>
<td>$120.00</td>
<td>Per Hour</td>
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</table>

### INSPECTION SERVICES

#### GEOTECHNICAL MONITORING

**DURING CONSTRUCTION TESTING AND INSPECTION SERVICES**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>Soil Technician / Field Engineer (Prevailing Wage)</td>
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<tr>
<td>Soil Technician (Regular Wage)</td>
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<tr>
<td>Technician / Field Engineer – Pile and Tieback Monitoring &amp; Inspection</td>
<td>$105.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Deputy Grading Inspector (City of LA)</td>
<td>$125.00</td>
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<tr>
<td>Nuclear Gauge Equipment</td>
<td>$50.00</td>
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#### MATERIALS SPECIAL INSPECTION

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<tbody>
<tr>
<td>Inspector/Concrete, Batch Plant Inspection</td>
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<tr>
<td>Inspector/Masonry</td>
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<tr>
<td>Inspector/Welding/Steel/Tagging &amp; Sampling</td>
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<td>Per Hour</td>
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<tr>
<td>Inspector/Post-Tension</td>
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<tr>
<td>Inspector/Fireproofing</td>
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<td>Inspector/UT</td>
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<td>Inspector/Pull Test</td>
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### REPORTS

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<tr>
<th>Description</th>
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<tr>
<td>Soils (Geotechnical/Geohazard Evaluation) Report</td>
<td>Varies - Lump Sum</td>
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<td>DSA-293 Report</td>
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<td>DSA-291 Report</td>
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<td>Final Grading / Compaction Report (Comprehensive-Minimum)</td>
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<td>Pad Certificate Report</td>
<td>$1500.00</td>
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<td>Utility Trench Compaction Report – (Length &lt;5000 L.F.)</td>
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<td>Wall Backfill Report</td>
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<tr>
<td>Monthly Interim In-Grading Report</td>
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<td>Pile/Shoring Monitoring Report</td>
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<td>Plan Review (Grading/ Foundation) (Per Quote, Minimum $1,500)</td>
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<td>Materials Testing Final Verification Report</td>
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### LABORATORY TESTING

#### SOIL AND AGGREGATE CLASSIFICATION & PHYSICAL CHARACTERISTICS

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<td>T109</td>
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<td>Atterberg Limits LL, PL, &amp; PI of Soils</td>
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### SOIL AND AGGREGATE
#### CLASSIFICATION & PHYSICAL CHARACTERISTICS

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<td>T111</td>
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<td>Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)</td>
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<td>Each Set</td>
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<td>C127</td>
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<td>Absorption Only, Coarse Aggregate</td>
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<td>T120</td>
<td>D1557-A, B</td>
<td>CT217</td>
<td>Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve</td>
<td>$165.00</td>
<td>Each</td>
</tr>
<tr>
<td>T121</td>
<td>D2166</td>
<td></td>
<td>Unconfined Compressive Strength of Cohesive Soil</td>
<td>$150.00</td>
<td>Each</td>
</tr>
<tr>
<td>T122</td>
<td>D1557-C</td>
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<td>Maximum Density 6 in. Mold Passing or 3/4 in. Sieve</td>
<td>$160.00</td>
<td>Each</td>
</tr>
<tr>
<td>T123</td>
<td>D294</td>
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<td>R-Value (3 Points)</td>
<td>$300.00</td>
<td>Each</td>
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<tr>
<td>T124</td>
<td>D294</td>
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<td>R-Value, Untreated Material</td>
<td>$280.00</td>
<td>Each</td>
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<tr>
<td>T125</td>
<td>D294</td>
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<td>R-Value, Treated Material</td>
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<td>Each</td>
</tr>
<tr>
<td>T126</td>
<td>D4791</td>
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<td>Flat and Elongated Particles</td>
<td>$180.00</td>
<td>Each</td>
</tr>
<tr>
<td>T127</td>
<td>CT 229</td>
<td></td>
<td>Durability Index (fine and coarse) in Aggregate</td>
<td>$250.00</td>
<td>Each</td>
</tr>
<tr>
<td>T128</td>
<td>CT 229</td>
<td></td>
<td>Durability Index (fine or coarse) in Aggregate</td>
<td>$160.00</td>
<td>Each</td>
</tr>
<tr>
<td>T129</td>
<td>C142</td>
<td></td>
<td>Clay Lumps and Friable Particles in Aggregate</td>
<td>$150.00</td>
<td>Each</td>
</tr>
<tr>
<td>T130</td>
<td>C40</td>
<td></td>
<td>Organic Impurities in Fine Aggregates for Concrete</td>
<td>$140.00</td>
<td>Each</td>
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<tr>
<td>T131</td>
<td>CT205</td>
<td></td>
<td>Percentage of Crushed Particles</td>
<td>$180.00</td>
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<tr>
<td>T132</td>
<td>C131</td>
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<td>Los Angeles Rattler Test, (Abrasion Testing Machine), Small-Size</td>
<td>$275.00</td>
<td>Each</td>
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<tr>
<td>T133</td>
<td>C535</td>
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<td>Los Angeles Rattler Test, (Abrasion Testing Machine), Large-Size</td>
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<td>Each</td>
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<tr>
<td>T134</td>
<td>C88</td>
<td>CT214</td>
<td>Sodium/Magnesium Sulfate Soundness of Aggregate, Per Sieve</td>
<td>$90.00</td>
<td>Each</td>
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<tr>
<td>T135</td>
<td>CT216</td>
<td></td>
<td>Tests for Relative Compaction of Soils &amp; Aggregates</td>
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<td>Each</td>
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<tr>
<td>T136</td>
<td>C227</td>
<td>CT227</td>
<td>Cleanness Value of Coarse Aggregate</td>
<td>$190.00</td>
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#### CHEMICAL PROPERTIES OF SOILS

<table>
<thead>
<tr>
<th>ID</th>
<th>CTM</th>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>T190</td>
<td>643</td>
<td>Resistivity</td>
<td>$75.00</td>
<td>Each</td>
</tr>
<tr>
<td>T191</td>
<td>643</td>
<td>pH</td>
<td>$50.00</td>
<td>Each</td>
</tr>
<tr>
<td>T192</td>
<td>417</td>
<td>Sulphate</td>
<td>$60.00</td>
<td>Each</td>
</tr>
<tr>
<td>T193</td>
<td>422</td>
<td>Chloride</td>
<td>$60.00</td>
<td>Each</td>
</tr>
<tr>
<td>T194</td>
<td>643, 417, 422</td>
<td>Corrosivity Series</td>
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<td>Each</td>
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#### CONCRETE

<table>
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<tbody>
<tr>
<td>T201</td>
<td>C39</td>
<td>CT521</td>
<td>Compression Tests, 6x12 and/or 4x8 Cylinders</td>
<td>$32.00</td>
<td>Each</td>
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<tr>
<td>T202</td>
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<td>Compression, Lightweight Insulating Concrete</td>
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<tr>
<td>T203</td>
<td>C42</td>
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<td>Concrete Cores Compression Test (excludes sampling)</td>
<td>$45.00</td>
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<tr>
<td>T204</td>
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<td>Drilling Cores from Shotcrete Panel (Lab)</td>
<td>$90.00</td>
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<td>T205</td>
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<td>Compression, Hydraulic Cement, Mortar 2” Cube Specimen</td>
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<tr>
<td>T206</td>
<td>C496</td>
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<td>Splitting Tensile Strength 6”x12” Cylinder</td>
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<td>Each</td>
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<tr>
<td>T207</td>
<td>C293/C78</td>
<td>CT523</td>
<td>Flexural Strength Test (6”x6”x21” Beam)</td>
<td>$110.00</td>
<td>Each</td>
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<tr>
<td>T208</td>
<td>C157</td>
<td></td>
<td>Drying Shrinkage (Set of 3)</td>
<td>$420.00</td>
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<tr>
<td>ID</td>
<td>ASTM</td>
<td>CTM</td>
<td>Description</td>
<td>Unit Cost ($)</td>
<td>Each</td>
</tr>
<tr>
<td>-----</td>
<td>-------</td>
<td>----------------</td>
<td>--------------------------------------------------</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td>T209</td>
<td>C138</td>
<td></td>
<td>Unit Weight of Concrete Cylinders</td>
<td>45.00</td>
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<tr>
<td>T210</td>
<td>C192</td>
<td></td>
<td>Review Existing Mix Design</td>
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**MATERIALS TESTING**

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<thead>
<tr>
<th>ID</th>
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<th>Description</th>
<th>Unit Cost ($)</th>
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<tbody>
<tr>
<td>T301</td>
<td></td>
<td>7-6</td>
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<td>Fireproofing Density Test</td>
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<tr>
<td>T302</td>
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<td></td>
<td></td>
<td>High Strength Bolt, Nut, &amp; Washer Conformance, set</td>
<td>65.00</td>
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<tr>
<td>T303</td>
<td></td>
<td></td>
<td></td>
<td>Mechanically Spliced Reinforcing Tensile Test</td>
<td>80.00</td>
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<tr>
<td>T304</td>
<td>A416</td>
<td></td>
<td></td>
<td>Pre-Stress Still Strand (7 wire)</td>
<td>300.00</td>
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<tr>
<td>T305</td>
<td>A615, A706</td>
<td></td>
<td></td>
<td>Reinforcing Tensile or Bend Up to No.8</td>
<td>65.00</td>
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<tr>
<td>T306</td>
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<td></td>
<td></td>
<td>Reinforcing Tensile or Bend No.9 to 11</td>
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<tr>
<td>T307</td>
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<td></td>
<td></td>
<td>Reinforcing Tensile or Bend No.9 to 11</td>
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**HOT MIX ASPHALT TESTING**

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<th>ASTM</th>
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<th>Each</th>
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<tbody>
<tr>
<td>T401</td>
<td>D1561</td>
<td>CT304, 375</td>
<td>Laboratory Test Maximum Density (LTMD)</td>
<td>350.00</td>
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<tr>
<td>T402</td>
<td>D1650</td>
<td>CT304, CT366</td>
<td>Stabilometer Value</td>
<td>250.00</td>
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<tr>
<td>T403</td>
<td>D4546</td>
<td></td>
<td>Swell</td>
<td>110.00</td>
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<tr>
<td>T404</td>
<td>D2726</td>
<td>CT308</td>
<td>Specific Gravity &amp; Density of Core</td>
<td>80.00</td>
<td></td>
</tr>
<tr>
<td>T405</td>
<td>D2041</td>
<td>CT309</td>
<td>Theoretical Maximum Specific Gravity &amp; Density (Rice)</td>
<td>200.00</td>
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<tr>
<td>T406</td>
<td></td>
<td>CT370</td>
<td>Moisture Content by Microwave Oven</td>
<td>60.00</td>
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<tr>
<td>T407</td>
<td>D5444</td>
<td>CT202</td>
<td>Sieve Analysis of Extracted Sample</td>
<td>150.00</td>
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<tr>
<td>T408</td>
<td>C136</td>
<td>CT202</td>
<td>Sieve Analysis of Bin Aggregate Sample, each</td>
<td>60.00</td>
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<tr>
<td>T409</td>
<td>C136</td>
<td>CT202</td>
<td>Sieve Analysis of Combined Aggregate Sample</td>
<td>200.00</td>
<td></td>
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<tr>
<td>T410</td>
<td>D6307</td>
<td>CT382</td>
<td>Asphalt Content by Ignition Oven (Bitumen Content)</td>
<td>170.00</td>
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<tr>
<td>T411</td>
<td>D6307</td>
<td>CT382</td>
<td>Asphalt Content by Ignition Oven (Correction Factor)</td>
<td>240.00</td>
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<tr>
<td>T412</td>
<td>D1188</td>
<td></td>
<td>Unit Weight – Molded Specimen or Cores</td>
<td>45.00</td>
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<tr>
<td>T413</td>
<td>D2726, D6926</td>
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<td>Compacted Maximum Density – MARSHALL</td>
<td>220.00</td>
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<tr>
<td>T414</td>
<td>D2172</td>
<td>CT310</td>
<td>Extraction, % Asphalt, including Gradation</td>
<td>175.00</td>
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<tr>
<td>T415</td>
<td>D1560</td>
<td>CT366</td>
<td>Hveem Stability and Unit Weight CTM or ASTM</td>
<td>125.00</td>
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**MASONRY TESTING**

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<tr>
<th>ID</th>
<th>ASTM</th>
<th>CTM</th>
<th>UBC</th>
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<th>Each</th>
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</thead>
<tbody>
<tr>
<td>T501</td>
<td>C140</td>
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<td></td>
<td>Compression Test of CMU Block (gross)</td>
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<td>T502</td>
<td>C140</td>
<td></td>
<td></td>
<td>Absorption &amp; Moisture Content</td>
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<tr>
<td>T503</td>
<td>C426</td>
<td></td>
<td></td>
<td>Linear Shrinkage</td>
<td>175.00</td>
<td></td>
</tr>
<tr>
<td>T504</td>
<td>C140</td>
<td></td>
<td></td>
<td>Unit Weight</td>
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<td>T505</td>
<td>C140</td>
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<td></td>
<td>Dimensional Measurements</td>
<td>40.00</td>
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<tr>
<td>T506</td>
<td>C1006</td>
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<td>Splitting Tensile Strength</td>
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<tr>
<td>T507</td>
<td>C140</td>
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<td>Compression Test of Masonry Core</td>
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<tr>
<td>T508</td>
<td>21-16</td>
<td></td>
<td></td>
<td>Compression Test of 2&quot; x 4&quot; Mortar Cylinder</td>
<td>32.00</td>
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<td>T509</td>
<td>21-17</td>
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<td>Compression Test of Composite Prism</td>
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<tr>
<td>T510</td>
<td>21-18</td>
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<td>Compression Test of 3&quot; x 3&quot; x 6&quot; Grout</td>
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<tr>
<td>T511</td>
<td>CBC 2105A.4</td>
<td></td>
<td></td>
<td>Shear on Masonry Cores, 2 Faces, 6&quot; or 8&quot; Cores</td>
<td>125.00</td>
<td></td>
</tr>
</tbody>
</table>
WORKING HOURS
- GAI regular workweek is Monday through Friday.
- Monday through Friday overtime hours (1.5 times regular rate) apply after eight (8) hours per day. Premium time hours (2 times regular rate) apply after twelve (12) hours per day. Saturday overtime hours are 1.5 times the contracted hourly rate. Sundays and Holidays hours are 2.0 times the contracted hourly rate. Holidays observed by GAI are New Year’s, Memorial, Independence, Labor, Veterans, Thanksgiving and Christmas.
- Regular and overtime hour charges shall be in one-hour increments.

MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS
- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be real time for soils technicians and a minimum of eight (8) hours for materials inspectors. If an inspector or technician is scheduled to perform a service and no work is performed, two (2) hours for soils technicians and four (4) hour charge for material inspectors will apply and referred to as a show-up charge.

TRAVEL & MILEAGE
- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR - Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI’s closest office and for round trip drive time (Portal to Portal).
- The travel time and mileage fee may be subject to change per the negotiation with the client and written approval.

SCHEDULING & CANCELLATIONS
- A 24-hour notice is required when scheduling an inspection or technician. For same day scheduling and for after 3:00 pm the preceding day, the inspector/technician will be deployed to the site if a technician is available,

PREVAILING WAGE
- The Prevailing Wage rates for construction monitoring and inspection services for 2018-2019 are provided in Page one (1). Our rates will increase proportionally every July 1 in accordance with the wage listed by the Department of Industrial Relations which is tied to Operating Engineers Local 12 documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become agreed upon basis for charges by GAI to Client.

LABORATORY TESTING
- A sample pick-up charge of 2-hour minimum with an hourly rate of $50 will be billed in addition to the prices quoted for testing for soils.
- Material samples will be discarded after testing, unless notification by Client has been made to GAI’s laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI’s laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

TERMS OF PAYMENT
- Invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice and will be subject to an additional charge of 1.5% of the unpaid balance for each month of delay. GAI reserves the right to terminate its services to Client without notice if all invoices are not paid currently. In case of service termination, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against GAI, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph.
G. Appendix - Forms

Non-Collusion Affidavit

APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Edward Durazo, CPM
Vice President/
Southern California Regional Manager
Name of Authorized Representative
Title of Authorized Representative
Acknowledgement of Compliance with Insurance Requirements

APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: ____________________________
TRC Engineers, Inc.

Name (Please Print or Type)

By: ________________________________ Consultant’s Signature

Date: ________________________________ September 16, 2019

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: ____________________________

(Authorized Signature)

Type Name: Edward Durazo, CPM
Title: Vice President/Southern California Regional Manager
Date: September 16, 2019
### F. Hourly Rates

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Role</th>
<th>Group</th>
<th>LOADED BILL RATE (Pay Rate x (1 + OH) x (1 + Fee)) (Gross OH w/full multipliers on OT Premiums)</th>
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<tr>
<td>Quezada, Steven (PE)</td>
<td>Construction Manager</td>
<td>$224.85</td>
<td>$224.85</td>
<td>$224.85</td>
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<td>Rivera, Mark (PE)</td>
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<td>$291.43</td>
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<td>Smoot, Linda (QSP)</td>
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### LOADED RATE (ST Pay Rate x (1 + OH) x (1 + Fee)) (ST Pay Rate x (1 + OT Pay Rate - ST Pay Rate) x (1 + Fee)) @ FAR OH (Field) & FAR OT Calcs (Fee only on OT Premiums)

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1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and PPM Group, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide on-call construction management and inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: March 10, 2020

3.4 “Expiration Date”: March 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it
must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Michael Tahan, Project Manager, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or
any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.
15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the
performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
Professional Services Agreement
PPM GROUP, INC.
Page 8 of 13

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:  
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765

If to Consultant:  
Rima Tahan, President/CEO  
PPM Group, Inc.  
7950 Cherry Ave, Suite 103  
Fontana, CA, 92336
21. **SURVIVING COVENANTS**

   The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

   22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

   22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

   Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

   24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action
to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
PPM GROUP, INC.

______________________________ ___________________________________
Gustavo V. Camacho, Mayor         Rima Tahan, President/CEO

Dated: ________________________    Dated: _____________________________

**ATTEST:**

**APPROVED AS TO FORM:**

______________________________ ___________________________________
Anna M. Jerome, City Clerk         Arnold M. Alvarez-Glasman, City Attorney
Proposal

On-Call Construction Management & Inspection Services

DUE: September 16, 2019

Submitted by PPM Group Inc.
September 16, 2019

Mr. Kenner Guerrero  
Project Manager  
City of Pico Rivera  
Public Works Department  
6615 Passons Boulevard  
Pico Rivera, California 90660

Subject: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Dear Mr. Guerrero,

PPM Group, Inc. is pleased to submit our Proposal to the City of Pico Rivera for On-Call Construction Management and Inspection Services. PPM Group is a leading provider of core services specializing in project management, construction management, construction and specialty inspection, project controls / CPM Scheduling, document control and labor compliance services.

PPM Group’s team members offer more than 37 years of experience with engineering and inspection services for Capital Improvement Projects for public works, transportation, infrastructure, buildings and utilities projects. Our experience includes, but is not limited to roadways, freeways, highways, bridges and interchange improvements; pipelines, storm drainage structures and water/wastewater projects, parks and community centers, municipal, industrial and commercial buildings; facilities; and utilities infrastructure projects.

Michael Tahan, CCM, our Project Manager, offers the City of Pico Rivera more than 22 years of diverse and unique program, project and construction management experience, including contract administration, project / document controls, land development, design management, CPM scheduling, inspection, commissioning, labor compliance, governmental public relations and coordination Michael is a Certified Construction Manager (CCM). He has a Mediation and Dispute Resolution Certificate from UC Berkley. In addition, Michael has been involved in more than $4 Billion of construction projects.

PPM Group’s public works, similar project experience includes, but is not limited to:

- City of Whittier  
- City of Desert Hot Springs  
- Ontario International Airport Authority  
- Nelles Development at the Grove, Whittier  
- Fontana Park and Jessie Turner Community  
- Caltrans Districts 7, 8, 11, 12 and 59  
- Route 66 Pit Center Retail Center, Fontana  
- Cities of Fontana, Carson, Santa Monica, Glendale, and Riverside  
- Counties of San Bernardino, Riverside, and Los Angeles  
- RV Dealership at SR-210 / Alder Ave, Rialto  
- Mixed Use Development at Holt Avenue, Ontario  
- Fire Station No. 79, Fontana

PPM Group acknowledges receipt of Addendum 1 dated September 11, 2019.

As President / CEO of PPM Group, I have contractual responsibility and I am authorized to bind PPM Group to the terms and conditions of the City of Rancho Cucamonga’s RFP No. 18/19-018 contract. We look forward to presenting our project team and discussing our experience in more detail. If you have any questions or need additional information, please contact Michael Tahan at 7950 Cherry Avenue, Suite 103, Fontana, California 92336; mtahan@ppmgroup-inc.com, (909) 262-4770, or fax at (818) 401.0772.

Sincerely,

Rima Tahan  
President / CEO
# TABLE OF CONTENTS

## Cover Letter

A. Assigned Personnel

- Introduction ................................................................................................................................................................................. 1
- Key Personnel .................................................................................................................................................................................. 2

B. Understanding Scope of Services

- Scope of Work .................................................................................................................................................................................. 4
- Scope of Work Flow Chart ............................................................................................................................................................... 6

C. Methodology and Work Plan

D. Project Management

- Communication .................................................................................................................................................................................... 15
- Coordination ...................................................................................................................................................................................... 15
- Meetings ............................................................................................................................................................................................ 16
- Work Assignments ............................................................................................................................................................................ 17
- Document Management .................................................................................................................................................................... 17
- Work Execution .................................................................................................................................................................................. 17
- Quality Assurance / Quality Control ................................................................................................................................................ 17

## Statement of Qualifications

- Sub-Consultant ................................................................................................................................................................................... 19
- Organizational Chart ........................................................................................................................................................................... 20
- Staff Experience, Academic & Credentials Matrix ...................................................................................................................... 21
- Key Resumes ...................................................................................................................................................................................... 23
- Recent Similar Projects ..................................................................................................................................................................... 27
- Subconsultant Recent Similar Projects ........................................................................................................................................ 29
- Consultant Acknowledgement & Understanding of Substituting Staff ....................................................................................... 29

## Contract Exceptions

## References

## Proposal Validity (90 days)

## Appendix

- Addendum Acknowledgement
- Non-Collusion Affidavit (Appendix B)
- Consultant’s Acknowledgement of Insurance Compliance (Appendix C)
- Certificate of Proposal (Appendix D)

## Cost Proposal

(Separate Sealed Envelope)
A. ASSIGNED PERSONNEL

Introduction

PPM Group, Inc. (PPM Group) is a leading provider of core services specializing in project management, construction management, construction inspection, specialty inspection, project controls, document control, claims mitigation, labor compliance, construction administration and coordination services. PPM Group offers more than 32 years of experience in public works and construction projects, including, but not limited to, transportation / infrastructure, interchanges, roadway construction; street rehabilitations, bridge widenings, grade separations, rail, facilities, utilities, safety lighting, traffic signal, utilities coordination, parks and community centers, landscaping, streetscape, land development. In addition, we provide our services for utility infrastructure, drainage structures; pump stations; municipal and commercial buildings; and electrical receiving and distributing stations for both public and private sector projects.

PPM Group’s complete array of services provide our partners and clients with cost effective and efficient services and solutions to their project covering all aspects and phases from pre-construction, construction to post-construction.

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>PROJECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>— Construction Management</td>
<td>— Roads and Streets Improvements</td>
</tr>
<tr>
<td>— Program Management</td>
<td>— Freeways and Highways</td>
</tr>
<tr>
<td>— Project Management</td>
<td>— Rail and Transit Facilities</td>
</tr>
<tr>
<td>— Construction Inspection</td>
<td>— Structures and Bridges</td>
</tr>
<tr>
<td>— Staff Augmentation</td>
<td>— Grade Separations</td>
</tr>
<tr>
<td>— Project Controls</td>
<td>— Storm Drainage Structures</td>
</tr>
<tr>
<td>— CPM Scheduling</td>
<td>— Commercial / Retail Buildings</td>
</tr>
<tr>
<td>— Claims Analysis</td>
<td>— Utilities and Infrastructure</td>
</tr>
<tr>
<td>— Design-Build Support</td>
<td>— Storm Drains</td>
</tr>
<tr>
<td>— Development Assistance</td>
<td>— Parks and Community Centers</td>
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<tr>
<td>— Staff Augmentation</td>
<td>— Lighting, Stripping &amp; Signage</td>
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<td>— Labor Compliance</td>
<td>— Commerical &amp; Industrial Land Development</td>
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<td>— Utility Coordination</td>
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PPM Group is your trusted partner of choice for all your project inspection and construction management needs. We aim to reduce your risk and develop your business through high quality services meeting defined standards and regulations.
Key Assigned Personnel

PPM Group’s key personnel, Fred Alipanah, PE (Project Manager), Cyrus Ravaei, PE, QSD/P (Construction Manager), and Jose Burbano, EIT / QSP (Lead Construction Inspector) have over 80 years of combined experience working with City Engineers and City Project Managers, including but not limited to the Cities of Whittier, Glendale, Santa Fe Springs, Carson, La Mirada, Rialto, Desert Hot Springs, Riverside, San Bernardino, Indio, Loma Linda, Fontana, and Anaheim. Each one of these three seasoned engineers have individually led successfully high-profile projects within contracted allotted time and budget. They have all worked within nearby regions and know utility company’s key role staff to assist with moving projects along. Jose Burbano will meet daily with the Contractor Superintendent, both in the field and in weekly office meetings, to follow-up on the day-to-day operations and assure all field operations and material submittals have been approved prior to construction.

Fred Alipanah, PE, Project Manager has more than 30 years of experience in project and construction management, structural and civil engineering and construction inspection. He is a highly regarded team leader, bringing together members of various levels of government agencies, contractors, consultants and constituents to develop cordial relationships to bring projects to an on-time, at budget conclusion. He is skilled working in diverse environments and ensures a project is efficiently executed on time and within the project budget. He is an excellent communicator and highly respected for his technical competence and effective project execution. Fred is responsible for project coordination between owners, designers, contractors, subcontractors, suppliers and local agencies. His responsibilities have included developing workplans, project schedule, contract administration, construction observation, project resourcing and updating schedules. He also has vast experience in traffic control, RHMA, HMA, safety lighting, concrete, drainage, water, sewers, and utility coordination and inspection. His projects included street improvement, roadways, highways, bridges, ramp realignment, HMA and concrete paving, curb and gutter and sidewalk construction, utility relocation and electrical installations. Fred’s project experience includes:

- On-Call Project / Construction Management and Related Services, Ontario, CA, Ontario International Airport
- Route 215 / Barton Road Bridge Replacement Project, Grand Terrace, Caltrans District 8
- Route 10 Slab Replacement Project, Various Cities in San Bernardino County, CA, Caltrans District 8
- Route 15 Rehabilitation Project, San Bernardino County, CA, Caltrans District 8
- Route 10 Rehabilitation, Coachella, CA, Caltrans District 8
- Route 111 Rehabilitation Project, Riverside County, CA, Caltrans District 8
- Atlantic City Airport Runway Design, Pomona, NJ, South Jersey Transportation Authority

Mr. Cyrus Ravaei, PE, our Construction Manager has 36 years of experience in design, construction management, contract administration and construction inspection for a wide variety of public works projects, including transportation, land development and land surveying throughout California. His experience is founded on managing the construction of large-scale highway / bridge projects from deep in-water foundations to large interchanges and from ground-breaking to closeouts. Mr. Ravaei has managed all type of field activities, including street improvements, roadway widening, bridges, resurfacing, asphalt and concrete pavement, drainage and sewer installation, streetscape, landscape, utilities, safety lighting, traffic signals, pavement inspection, construction observation, utility coordination, HMA and concrete testing, pile driving, superstructure steel erection, cofferdam installation and documentation of the contractor’s day-to-day construction activities. Cyrus’ similar project experience includes, but is not limited to the following:

- SR-138 / Pearblossom Roadway Widening / Pavement Rehabilitation, Caltrans District 7
- Del Mar Avenue Replacement Project, County of Los Angeles
- Wilmington Avenue / 223rd Street Bridge & Interchange Over the Dominguez Channel, Carson, CA, City of Carson
- Stewart Street Widening / Underpass & Pedestrian Bridge, Loma Linda, CA, City of Loma Linda
- Gene Autry Way West / I-5 HOV Improvement Project, Anaheim, CA, City of Anaheim
- Various Street Projects, Santa Monica, CA, City of Santa Monica
Construction Inspector, Jose Burbano, EIT has more than 21 years of construction management and engineering experience as a project manager, resident engineer, utility coordinator, assistant resident engineer and lead inspector for public works projects, including new and rehabilitation construction of street and roadway improvements, freeways, highways, bridges, intersections, and pedestrian access areas. Jose has been responsible for construction management, contract administration, submittal review, RFIs, constructability reviews, coordination and scheduling with local agencies, public awareness, contractor scheduling, and documentation. His experience includes reconstruction of roadways, turning lanes and medians to accommodate additional travel lanes, traffic signal modifications, pavement rehabilitation, curb ramps, Jointed Plane Concrete Pavement, Lean Concrete Base, and sidewalk improvements. Jose interprets plans, specifications, special provisions, and other contract documents as well as identifies potential problems and proposes effective solutions, utility coordination, labor compliance, and project closeout. Jose’s project experience includes, but not limited to:

- Gene Autry Way West / I-5 Improvements, Anaheim, CA, City of Anaheim
- Stewart Street Underpass, Loma Linda, CA, City of Loma Linda
- Bradford Ave PUC, Placentia, CA, City of Placentia
- SR22 Widening Design Build, Orange CA, OCTA
- Alondra Ave POC, Santa Fe Springs, CA Caltrans District 7
- LA County Public Works (Flood Control), Santa Fe Springs, CA
- Orange County Public Works (Flood Control), Buena Park, CA
- Mountain View Avenue Grade Separation Widening, Loma Linda, Loma Linda
- Route 18, Lucerne Valley, CA, Caltrans District 8
- Route 30, Highland, CA, Caltrans District 8
- Route 395 and Joshua Street Intersection, Joshua, CA, Caltrans District 8
- Route 395 and Phelan Road Intersection, Phelan, CA, Caltrans District 8
- Route 2, Wrightwood, CA, Caltrans District 8
- Route 38, Mentone, CA, Caltrans District 8
- Route 38 and 18, Big Bear, CA, Caltrans District 8

Nicole Salem, Document Control / Labor Compliance Analyst has more than 14 years of experience as a Labor Compliance Officer. She analyzes certified payrolls and fringe benefit statements, conducted contractor audits, conducted employee interviews to verify prevailing wages, and prepares project payment estimates. Nicole adherences to applicable provisions of state labor laws; meet with employers, employees and their representatives to explain labor code sections; and verified required wage adjustments were made. Nicole provides labor compliance services in compliance with Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual (LAPM), and projects funded by the California Department of Housing and Community Development (HCD), Community Development Block Grant (CDBG) Program, US. Department of Commerce-Economic Development Administration (EDA), and State Water Resources Control Board-Clean Water State Revolving Fund (CWSRF) projects throughout California. She understands how to streamline the collection, review, monitor and report certified payrolls to verify compliance with all Davis-Bacon, ARRA, state prevailing wage and labor law provisions. With an emphasis on practical, experienced and cost-effective solutions, Nicole’s capabilities range from local agency public works improvements, to major transportation infrastructures, facilities, utility infrastructure, and building projects. Nicole’s similar project experience includes, but not limited to:

- Various Projects, Riverside, CA, City of Riverside Department of Public Work
- On-Call Project / Construction Management & Labor Compliance Services, Ontario International Airport Authority
- Clay Street Grade Separation, Jurupa Hills, CA, Riverside County Transportation Department
- Barton Road Project Support, Grand Terrace, CA, Caltrans District 8
- I-5 / Rosecrans Bridge Replacement Project Support, Los Angeles, CA, Caltrans District 7
- East Side Rail Bike Interface, Los Angeles, CA, Los Angeles County
- State College Grade Separation, Fullerton, CA, City of Fullerton
- Orange Parking Structure, Orange, CA, Orange County Transportation Authority (OCTA)
B. UNDERSTANDING SCOPE OF SERVICES

PPM Group understands that The City of Pico Rivera is requesting proposals to provide on-call construction management and inspection services for Capital Improvement Projects citywide. Projects may include, but are not limited to roadway, streetscape, landscaping, utilities, bridges, safety lighting, traffic signal and other Public Works construction projects. We also understand that the City of Pico Rivera is requesting construction management, document control, claims mitigation, contract administration, construction observation, utility coordination, labor compliance, material testing services, construction inspection, and project close-out services. PPM Group understands that the City is seeking consultants with extensive public works and civil engineering construction skills with the depth of resources to cover various projects and who are sensitive to local and regulatory issues.

PPM Group understands that projects may be funded through various Federal, State and local funds and that the City requires firms with extensive experience with City, County, State, Federal Standards. We also recognize that firms must be knowledgeable with Caltrans design procedures, Caltrans Local Assistance Procedure Manual (LAPM), Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Standard Plans and Specifications, and State regulatory requirements. It is understood that services are to begin in October 2019 and that the contract term is for three (3) years. PPM Group is aware and knowledgeable with the scope of services, of which it includes the following:

**Task 1 – Construction Management** – 15 years of experience in street, bridge, water, sewer, storm drain, safety lighting and traffic signal projects is required. Deliver projects in accordance with Caltrans LAPM on time and within budget.

**Task 2 – Construction Inspector** – 15 years of Public Works Capital Improvement Projects in street, bridge, water, sewer, storm drain, safety lighting and traffic signal projects.

**Task 3 – Labor Compliance** – **Experienced** performing labor compliance in accordance with State and Federal Standard requirements, specifically LAPM and Community Development Block Grant (CDBG) program requirements.

**Task 4 – Utility and Outside Agency Coordination** – Experience sending notification of the pre-construction meeting to all affected utility companies, the Sheriff’s Department, the Los Angeles County Fire Department, Montebello Transit, and Metro Transit prior to construction.

**Task 5 – Material Testing** – Must conform to Caltrans requirements and specified in the project plans and specifications. All testing shall be completed by personnel with the appropriate accreditation.

**Task 6 – Project Closeout**

**Scope of Services**

**Pre-Construction Phase Activities**

- Provide Constructability Review.
- Technical Evaluation of Construction Bid Documents.
- Coordinate and Conduct Pre-Construction Conferences.
- Conduct a pre-construction meeting.
- Conduct bi-weekly construction meetings with the Contractor, City and all involved parties.
- Project Kickoff.
- Communicate & Coordinate with City and Contractor.
- Perform Pre-Construction Survey (Videos, Photos).
- Setup Utility Meetings.
- Formulate Project Management Plan (PMP).
- Implement Project and Document Controls Systems.
- Review Long Lead Material Orders.
- Review, Monitor and Analyze Construction Baseline Schedule.

**Construction Phase Activities**

- Review Environmental Documents and Permits.
- Develop a Comprehensive Schedule all Mitigation / Permit Requirements.
- Develop a Claims Avoidance / Mitigation Plan.
- Review and Analyze Traffic Handling and Traffic Control Plans Submitted by the Contractor.
- Coordinate & Assist the Contractor in Obtaining Traffic Control and Encroachment Permits and All Other Required Permits.
- Review Project SWPPP Compliance with Permit Requirements.
- Initiate Public Awareness and Outreach Services.
- Review / Approval of Contract Required Submittal Before Construction Starts.
- Provide a constructability review of 100% Plans, Specifications and Estimates.

**On-Call Construction Management & Inspection Services**

Ontario International Airport Authority
• Verify that Contractor distributes public notices, prepares special concerns to be presented at the preconstruction conference.
• Prepare project addenda, as necessary, review and analyze bid results and prepare bid summary, verify contractor’s references, bonding, insurance, and contractor’s license.
• Monitor and enforce traffic control for compliance. | Monitor and enforce noise, dust and stormwater for compliance.
• Coordinate with City staff, multiple contractors, agencies, and project stakeholders.
• Review Contractor’s safety program in consultation with City staff, monitor activities related to the project, such that the project is constructed pursuant to contract documents and in a timely fashion.
• Ensure that the Master Project Schedule is included in each set of bidding Documents.
• Log, track, and process submittals, RFI’s, RFCs, CCOs, field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
• Monitor activities of engineering support, testing, and work by utilities or other agencies.
• Perform quantity, time & cost analysis required for negotiation of contract changes and review for approval Contractor’s progress payment requests.
• Ensure that all contracts for construction are competitively bid and advertised as required by law.
• Monitor and enforce environmental mitigation measures full conformance.
• Prepare Weekly Statement of Working Days and submit to the Contractor and the City.
• Establish and conduct weekly construction progress meetings at the City’s offices.
• Assure all questions, conflicts & issues are immediately brought to City’s attention & addressed with appropriate directives to Contractor.
• Coordinate review of questions by City officials and project design engineer and/or architect.
• Monitor and perform immediate and thorough analysis of validity of all potential claims. Provide dispute resolution.
• Monitor and comply with American Disabilities Act (ADA). Verify that State and Federal posters are posted at the jobsite.
• Schedule and monitor landscape is compliance with plans, specifications, and contract.
• Maintain, finalize and deliver all construction photos, files and supplies to the City for archives.
• Monitor compliance with Cal OSHA requirements, coordinate activities of engineering support, surveying, and testing, and coordinate contractor’s fieldwork with utility companies and other agencies.
• Attend weekly jobsite meetings and other meetings as needed, inspect construction safety and public safety and convenience, evaluate Contractor’s operation and production with respect to quality and Progress, and maintain copies of all permits needed to construct the project and enforce special requirements of each.
• Maintain detailed daily diary on construction progress and review federal labor compliance components of project specifications to ensure they are in accordance with current labor regulations and requirements.
• Prepare various monitoring and reporting documents as required. | Monitor SBA / DBE Requirements.
• Receive / review labor compliance documentation from public works inspectors & compare contractor-submitted documents.
• Monitor and process Equal Employment Opportunity (EEO) compliance and verify wage rates.
• Ensure City received as-built set of drawings at completion.
• Provide memorandum of clearance to issue Notice of Completion. | Provide Public Information and Community Outreach.
• Receive, pursue, and document labor complaints, maintain content and format of federal labor compliance file, and coordinate project file reviews by authorized county, state, and federal agencies.
• Prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance responsibility by the City and turn over all contract records and documents, including final Record Drawings (As-Builts) to the City.
• Schedule / Participate in Partnering Meetings. Complete & process contract evaluation performance forms.
• Obtain from the Contractors documents required by the Contract Documents for the contract Closeout.

Post Construction Phase Activities

• Negotiate and finalize all Change Orders, and resolve all construction issues and claims.
• Materials tested, final project schedule and summary of final acceptance will be submitted to the City in an organized and timely manner.
• Verify contractor’s punch list work is completed; and the contractor prepares and submit the As-Built Drawings.
• Manage the turnover of the assigned Project to the appropriate City operating unit.
• Prepare preliminary & final punch lists, deficiency report listing all items of incomplete work require correction or replacement.
• Obtain from the Contractors lien waivers, bonds, guarantees, warranties and other documents required by the Contract Documents for final contract Closeout.
• A final submittal package of records including as-built plans. | Ensure City received as-built set of drawings at completion.
Sample construction engineering management outline workflow.
C. METHODOLOGY AND WORK PLAN

Task 1 – Construction Management

Upon award of contract, and preceding the constructability review, the PPM Group team will kick-off construction with the following activities:

1. Meet with the City to establish expectations and discuss the best approach to constructing and managing the project.
2. Initiate communications with all third-party agencies, utilities and the design team to confirm scope and timing of work required to support the construction contract.
3. Meet with Caltrans Construction and Design Oversight to establish written procedures to manage this project.
4. Review and expand the detailed construction schedule currently developed by PPM Group in response to the various stages of work to assess constructability and identify potential time savings.
5. Review the Engineer’s Estimate, validate quantities, and provide recommendations for any required quantity adjustments including potential supplemental funds for flagging, SWPPP maintenance, price index adjustments, and State Furnished Materials.

Pre-Construction Services

Schedule and Budget: PPM Group will prepare a detailed preliminary construction schedule based on currently available information and our review of the plans. We will refine the schedule during constructability review and use it to develop the most efficient staging and sequencing methods for the project. The PPM Group team will review the project cost estimate and validate the quantities.

Constructability Review: The PPM Group team will perform a preliminary review of the available plans and will identified potential key issues and proposed solutions. Our Constructability Review team will work closely with the design team and the City to review and improve the bid documents with special emphasis on developing additional language for the Special Provisions.

Bid Process

In conjunction with the City and as directed by the Project Manager, we will lead a thorough technical review of each bid. Using a compliance checklist, bids determined to be responsive will be evaluated according to the criteria set forth in the RFP and provided by the City for review and scoring. This may include bids that require clarification, a process PPM Group will manage in accordance with the bid documents. In addition, our team will focus on

- Evaluating total costs of bids to determine they are all within 10%. If not, identify outliers and examine unit costs to see where each firm differs.
- Potential front loading, and out of balance bid items.

Pre-Construction Meetings: The Construction Manager will coordinate pre-construction meetings to be attended by the City, Caltrans, the successful contractor, subcontractors, the various local cities, as need, utility providers, CHP and other stakeholders to discuss safety, utility relocation requirements, construction schedule, access to businesses, regulatory issues, communications, and other matters. This initial meeting is very important as it sets the stage for partnering, communication protocols and understanding of the stakeholders impacted by the construction project.

Ensure that Project meets all provisions of the SWPPP: PPM Group reviews the contractors’ submitted SWPPPs in conjunction with other agencies. The approved SWPPPs is monitored by Cyrus Ravaei and other inspection staff during the project. The inspection staff perform pre and post-storm event inspections, issue reports, and notify the contractor whether BMPs are out of compliance with the approved SWPPP. Non-Compliance Letters are issued and corrective action by the contractor mandated if the BMPs are not in conformance with the approved SWPPP. In addition, PPM Group will meet with the resource agency having jurisdiction over the project to better understand the Agency issues and concerns as it pertains to the area.
Traffic Control Coordination: It is our understanding that local agencies will retain jurisdictional control within local streets. PPM Group will assist the City and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project, and review Traffic Control Plans against the construction schedule and forward to the City for Caltrans acceptance. PPM Group will require the Contractor to submit weekly traffic control schedule for requesting specific lane closures whether on the freeway, ramp closures or local street closures. We will establish a communication protocol to keep all stakeholders aware of the planned work and will be working closely with the City Public Information Officer to keep him informed with the upcoming work activities impacting local business.

Task 2 – Construction Inspection

Field Inspection: The assigned Construction Manager, Cyrus, will lead the inspectors in implementing inspection guidelines for monitoring the quality of the contractor’s work. Our field inspectors are familiar with construction plans and specifications, construction phasing, Traffic Signal modifications, applicable provisions of environmental protection plans and procedures, project SWPPP documents and amendments, and the project schedule.

Field inspector duties will include, but not be limited to:

- Review plans for accuracy with Staging plans
- Discuss field activities with the contractor prior to starting work
- Maintain daily diaries with photos for permanent records
- Inspect the project construction activities at all stages
- Coordinate with survey crew for staking
- Provide Public Relations and Community Outreach for property owners & business
- Coordinate with City staff, including the Sheriff’s Department, Los Angeles County Fire
- Department, Montebello Transit, utility companies, and other project stakeholders.
- Coordinate Phases with Traffic Signal modifications.
- Notifications to property owners and businesses.
- Complete daily measurements of quantities of work with the contractor and daily inspector reports.
- Check asphalt and concrete mix designs for compliance with contract requirements
- Daily quantity calculations & agree with contractor
- Verify material certifications upon delivery to project site
- Verify dimensions and quality of framework
- Conduct Employee field interviews Labor Compliance Administration

PPM Group’s team will review are familiar with the recent changes made to the Caltrans Standard Plans and Specifications, including the changes made to the first nine chapters of the Standard Specifications. All project documentation is maintained in accordance with Caltrans Construction Manual.

The Construction Manager will prepare and deliver the monthly Contractor progress payment process with input from the inspection, surveying and labor compliance staff, which will:

- Attend and provide labor compliance information to Contractor at pre-bid and pre-construction meetings
- Review Certified Payroll to substantiate the payment of prevailing wages and the requirements of apprenticeship programs, and report any violations
- Recommend remedies and penalty assessments
- Reconcile records with inspector reports, employee interviews, and various documents to substantiate proper payment to all employees performing work on the project
- Verify quantities for accepted work completed for payment
- Check the near-completed facilities to identify discrepancies and deficiencies
- Assist with and coordinate final inspection with Caltrans Oversight for completed portions prior to opening to traffic
- Prepare the necessary punch lists
- Assist in the preparation and submittal of proposed final estimate and completion reports

On-Call CM & Inspection Services
County of Los Angeles Public Works
Communication

PPM Group will develop a Project Manual that will clearly define guidelines, roles and responsibilities for PPM Group’s project personnel. The PPM Group Project Manual will be relied upon heavily, in so far as its implementation by our project staff for PPM Group internal Quality Control Audits. All project forms, including, but not limited to, the diaries, CCO forms, standard letters and reports will be outlined in The PPM Group Project Manual and provided to the project manager on a Compact Disk. PPM Group staff will be equipped with vehicles, laptops, mobile telephones, digital cameras and any additional project specific equipment. This ensures full communication between the Team members and the City of Pico Rivera at all times. PPM Group’s reports, field photos and all project information will be transferred to the City of Pico Rivera and our Project / Construction on a daily and/or regular basis.

Schedule and Budget

Schedule: Schedule control is a proactive and ongoing activity that begins with the baseline schedule. PPM Group utilizes several different scheduling techniques to not only monitor the contractor’s progress, but to also mitigate claims and determine the merit of time extensions. Discussed below are several risk-minimizing tools we will utilize for schedule control.

Review of Contractor’s 3-Week Look Ahead Schedule: The 3-week look ahead schedule provided by the contractor is the source of the Actual Start and Actual Finish dates in the monthly update per the specifications. This schedule is used to verify—via job walk—that progress being shown on the weekly schedule is actually occurring. Our Office Engineer will review the contractor’s 3-week look ahead to determine whether the contractor is working his plan, is out of sequence, hasn’t started, or isn’t finishing activities on time. We will prepare a written report complete with an analysis of the construction progress, deviations or potential deviations that may affect the critical path, as well as the less obvious issues like project adjacencies. The observations will be discussed at each Weekly Progress Meeting and the scope of work. The Contractor’s baseline construction schedule is reviewed for compliance to contract requirements. We review the monthly updates for compliance with the contract. Based upon the Contractor’s weekly schedule, submittals, observations of our project team, as well as other sources of project information, we verify actual activity dates and the remaining durations in the updates. We also review and analyze the forecasts of work force, equipment, and material resources, and cash flow projections. We identify modifications and variations from the last approved schedule (logic, activities, durations, etc.), and prepare written comments and recommendations based on the schedule update analysis.

Task 3 – Labor Compliance

PPM Group’s Team members provided Labor Compliance services in accordance with Local, State, and Federal Ordinances, Laws, and Regulations; Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006); projects funded by Proposition 1 (The Water Quality, Supply, and Infrastructure Improvement Act of 2014); and Department of Industrial Relations (DIR) on all SB-854 effected projects. We understand how to streamline the collection, review, monitoring and reporting of certified payrolls to verify compliance with the Prop 84, SB 854, Davis Bacon, HUD, CDBG, state prevailing wage and labor law provisions.

<table>
<thead>
<tr>
<th>Labor Compliance / Auditing Services Include</th>
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<tr>
<td>• Stimulus Funds Tracking</td>
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<td>• Prevailing Wage Compliance</td>
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<td>• Davis-Bacon Compliance</td>
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<td>• Automate Verification Process</td>
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<td>• Civil Rights Compliance</td>
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<td>• Certified Payroll Management</td>
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<td>• Outreach/On-the-Job Training</td>
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<td>• Unified Certification Process</td>
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<td>• Local Impact Analysis</td>
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<td>• DBE, 1391 &amp; 1392, MBE, SBE goals</td>
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<td>• Source Document Review (Audit)</td>
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<td>• Payment Tracking</td>
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<td>• Contract Compliance</td>
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<td>• Employee Field Interviews</td>
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• Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current, valid contractor’s bond and workers’ compensation coverage; LAPM submittal requirements; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists.

PPM Group Inc

Trusted Construction Experts
- Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
- Verify and document jobsite posting of wage rate information and required labor compliance posters. Conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by governmental authorities.
- Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents and information obtained from site visits.
- Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
- Review and verify the contractor’s skilled and trained workforce certification and monthly skilled and trained workforce reports.
- Follow up with contractor by telephone, email or certified mail regarding document submittals and payroll discrepancies.
- Provide detailed description of alleged deficiencies; outline corrective action and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints and/or violations; prepare violation reports to oversight entities as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.
- Monitor construction project documentation and practices to ensure compliance with State and Federal Davis-Bacon Act prevailing wage laws; and facilitates wage corrections caused by misclassifications, underreporting of man-hours, and other labor compliance errors.
- PPM Group’s team members conduct labor compliance audits; submit annual reports to all appropriate Federal, State and local agencies; and monitor prevailing wage compliance.
- PPM Group collects, stores, reviews, investigates, analyzes, verifies, and audits Certified Payroll Records, Fringe Benefit Statements, Trustee Reports, prevailing wage claims, employer training contributions, and apprenticeship paperwork to determine compliance with applicable rules and regulations; issues requests for missing and revised documentation, and corresponds with the applicable contractor’s staff to ensure compliance; completes audits, calculates underpayments, fines and penalties; and we evaluate contractors’ information to ensure proper licensing and provision of worker’s compensation insurance coverage for employees in case of injury.
- Our team of labor compliance professionals provide Labor Compliance services including compliance for Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual (LAPM) projects; and implements, monitors, and enforce Davis-Bacon and Related Acts, California Labor Code, and California Code of Regulations (CCR).
- PPM Group conducts payroll records audits checking for payroll irregularities and employee compliance. We collect labor compliance affidavits prior to project close-out for release of final payments to contractors; conduct monthly jobsite interviews; collect and review supporting documents, including but not limited to inspector logs, job logs, timesheets, and sign-in sheets reconcile craft work data.

**Approach to PPM Group’s Labor Compliance Services**

PPM Group Team’s approach to projects is to have a work plan that verifies the key categories found in public works contracts, as well as addressing prevailing wage requirements. Our Team has successfully monitored and enforced labor compliance in many cities, counties and agencies using the formal process map displayed. PPM Group Team members are experienced in successfully performing work on multiple projects concurrently. Based on this experience, the provided scope of work and our expertise in providing labor compliance services for various clients, we will follow the steps in the following Flow Chart.
Our team members have prevailing wage compliance experience working with the following:

<table>
<thead>
<tr>
<th>Prevailing Wage Compliance</th>
<th>CDBG Funding</th>
<th>State and Local Compliance</th>
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<tr>
<td>Proposition 84</td>
<td>HUD Enforcement</td>
<td>Apprenticeship Tracking</td>
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<tr>
<td>Prevailing Wage</td>
<td>Certified Payroll Analysis</td>
<td>Discrepancies, Restitution Cases</td>
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<tr>
<td>Davis-Bacon Requirements</td>
<td>SB854 Enforcement Certified</td>
<td>Local Agency Compliance</td>
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<tr>
<td>ARRA Funding</td>
<td>Payroll Analysis</td>
<td>Wage Reporting</td>
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<tr>
<td>Compliance Monitoring Unit (CMM)</td>
<td>Employee Interviews</td>
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<tr>
<td>Labor Compliance Meetings</td>
<td>Source Document Review (Audits)</td>
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**Task 4 – Utility and Outside Agency Coordination**

- Send notification of the pre-construction meeting to all affected utility companies, the Sheriff’s Department, the Los Angeles County Fire Department, Montebello Transit, and Metro Transit prior to construction.
- Review project scope of work with each utility company at the construction conference and review possible conflicts, and work with each utility to ensure that specific needs of the project are understood.

**Task 5 – Materials Testing**

Our requested soils and materials testing and inspection services may include the following:

- Project coordination and client liaison, including scheduling of personnel to provide observation and materials testing services and meeting attendance.
- Review of readily available background materials pertaining to the site, including geotechnical reports, project plans, and specifications.
- Attendance at pre-construction and field meeting as requested by the client.
- On-site soil and materials testing and inspection during construction on an as-requested basis. Our inspection services will be performed in accordance with the applicable building codes and in accordance with the frequency of testing set forth in the Caltrans Standard Specifications, Construction Manual, Greenbook Specifications, and the project’s Special Provisions and/or specifications. Specifically, our soils and materials testing and inspection services will include the following:
  - Field observation and inspection during foundation construction, including observation of footing excavations, pier drilling, pile driving, as appropriate.
  - Field observation, documentation and testing during the earthwork operations. Our services will include observation and field density testing of compacted fill, including embankment fill, structure and wall backfill, utility trench backfill, subgrade, aggregate subbase, aggregate base, materials.
  - Field sampling and in-place density testing will be performed during asphalt pavement construction. Asphalt production plant inspection and sampling will be performed to evaluate conformance with project specifications. Laboratory testing of raw aggregate and completed mix samples will include sieve analysis, sand equivalent, percent asphalt, film stripping, CKE, swell, and maximum density per the Construction Manual and project specifications.
  - Field sampling and testing of concrete structures and paving during construction. Our field testing services will include sampling of concrete, and evaluating the temperature, penetration, air content, and unit weight. Concrete cylinders will be cast during concrete placement for structures and will be transported to our laboratory for compressive strength testing. Concrete beams will be cast during concrete paving and transported to our laboratory for flexural strength testing. Concrete batch plant inspection and sampling will be performed to obtain raw aggregate samples for acceptance testing and to
evaluate the batch plant operation for conformance with project specifications. Laboratory testing of aggregate samples will include sieve analysis, sand equivalent, and cleanness value per the Construction Manual, Standard Specifications, and project Special Provisions. Further, specialized tests, such as L.A. rattler, durability index, specific gravity, etc., will be performed upon request by the Resident Engineer.

- Field inspection of the construction materials, both during fabrication/erection/construction and after construction completion (finish project inspections) performed by inspectors certified by ICC, AWS-CWI and other agencies. Inspections may include:
  - Reinforced Concrete, including foundations, cast-in-place concrete structures, and miscellaneous concrete construction.
  - Structural Masonry, including retaining walls, sound walls, building and site walls.
  - Field and Fabrication Shop Welding of structural steel
  - High strength bolting
  - Non-Destructive Testing (ultrasonic)
  - Roofing
  - Laboratory testing on collected construction material samples in accordance with the appropriate California Test, AASHTO, and ASTM test methods and utilizing calibrated and certified laboratory equipment. Laboratory testing may include maximum dry density and optimum moisture content of the soils to be placed as fill or backfill; compressive strength testing of the concrete, and conformance testing (including sieve analyses, sand equivalent, R-value, cleanness value and durability tests) on the proposed aggregate subbase, aggregate base, asphalt concrete, and concrete pavement. Testing will be performed at frequencies required by the Caltrans Construction Manual and/or the project specifications.
  - Preparation of daily reports and other memoranda to summarize the field operations and test results. Our reports will include the information required by the review agencies.
  - Preparation of a final report summarizing the results of our field and laboratory test results, including final report of grading and certification of compliance, as required.

**Task 6 – Project Closeout**

To close out a project successfully and in a timely manner requires planning from the very beginning of the project. Our team implements a close-out checklist all close-out related documents and reports. We set deadlines in advance by which all contractual issues must be resolved (such as change orders and claims) and set a fixed schedule for negotiation and settlement.

- Review and approve As-Built Plans and submit to the City.
- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the project and recommend acceptance.
- Assist City in analysis and settlement of any issues.
- Establish, monitor and close punchlist Items.
- Establish and recommend substantial completion.
- Complete contract close-out, including adjustments, final estimates and relief of maintenance.
- Transmit Contractor’s approved Record Drawings (As-Builts) to the City.
- Construction Claims Analysis and Litigation Support.
- Compile Record Drawing Information.
- Prepare Final Reports and make recommendations for Final Completion.
- Package contract documents for submittal to the City.
- Submit close-out documents to the City.
- Provide electronic version of all drawings.
- Provide paper and electronic files of all construction documents in the City’s approved format.
- Address any unresolved issues including, but not limited to, change orders, claims, etc.
- Complete documentation required by LAPM.
D. PROJECT MANAGEMENT

It is our understanding that tasks issued under this contract may potentially include both full CM services requiring the mobilization of an entire team or providing select and specialized resources to support a joint project team. For large scale projects, we propose that the project manager, in association with the construction manager develop a comprehensive project-specific management plan that clearly defines the roles and responsibilities of all team members, establishes meeting schedules and communication guidelines, defines contract administration procedures, and establishes quality assurance procedures. This document is prepared after consultation with the City and will integrate the City’s standard forms, practices and procedures. PPM Group also recognizes that of the City may wish to staff upcoming projects with an integrated team. In forming an integrated team, PPM Group proposes to work with the City to perform a realistic assessment of staff capabilities, experience, and interests for assuring that the most appropriately qualified and trained personnel are assigned to specific tasks and those risks are managed. PPM Group has successfully integrated client staff on more than 38 construction management projects.

Our team will review the plans and specification for constructability and completeness; and visit the project site to determine constraints and limitations of the project to ensure the final drawings and specification are complete and address specific job conditions, in order to avoid field issues and construction claims. In addition, our team will assist the City with evaluation of construction bids. After awarding the contract our project manager will assign the best qualified inspector(s) who has extensive experience and knowledge for the project based on the required work discipline for each specific project. Prior to start of the project our team will review the contractor’s CPM schedule and will analyze the impact of design and construction changes to the project’s critical path. The following is a brief description of our construction management and inspection staff’s duties and responsibilities prior, during and after completion of the construction work:

Day-to-Day Interactions with the City’s Project Manager

PPM Group’s Construction Manager, Cyrus Ravaei and Jose Burbano, Construction Inspectors will review and evaluate all deliverables required to ensure their compliance with the City’s contract provisions. When variances or non-compliances are identified, they will take action, as necessary, in coordination with the City, to facilitate solutions that keep the project moving forward as expeditiously as possible.

In their roles as representatives of the City, Cyrus and Jose will coordinate communications among the Contractor, applicable Stakeholders, and the City to facilitate the review and processing of approvals, procedures, and work progress and scheduling. This will include the transmittal and processing of documents, scheduling and chairing meetings, and the daily coordination of activities, so that the City is always fully informed of the key issues affecting the various projects. Key issues will be highlighted, and recommended solutions will be proposed to the City to pursue direction. Typically, key issues will take the form of:

- Key Issue Description
- Analyses and Alternatives
- Recommended Actions

The key to Cyrus’ and Jose’s approach is to provide actionable recommendations, so that decisions can be made quickly. This will be of vital importance on the project, because of the aggressive nature of the program schedule.
Communication

PPM Group will develop a Project Manual that will clearly define guidelines, roles and responsibilities for PPM Group’s project personnel. The PPM Group Project Manual will be relied upon heavily, in so far as its implementation by our project staff for PPM Group internal Quality Control Audits. All project forms, including, but not limited to, the diaries, CCO forms, standard letters and reports will be outlined in The PPM Group Project Manual and provided to the project manager on a Compact Disk. PPM Group staff will be equipped with vehicles, laptops, mobile telephones, digital cameras and any additional project specific equipment. This ensures full communication between the Team members and the City of Cerritos at all times. PPM Group’s reports, field photos and all project information will be transferred to the City of Cerritos and our Project / Construction on a daily and / or regular basis.

Coordination

We will establish a coordination protocol to keep all stakeholders aware of the planned work by working closely with City of Pico Rivera Information Officer to keep him informed with the upcoming work activities impacting local business.

Mitigate and Minimize Noise Impact – From experience, we have learned that advanced notification to stakeholders and the public of road closures and construction noise is critical to minimizing impact to the local community. During our weekly construction coordination meetings, we will invite representatives from the City to share advanced and real-time information regarding closures and major construction activities for dissemination to the public.

We know that the success of this project hinges on successfully coordinating and managing traffic control detouring to minimize impact to the local communities and businesses. We will ensure the following:

• Construction impacts are minimized, including noise and dust
• Safe and accessible routes for pedestrian and cyclist traffic
• Trucking will be allowed only on City designated permit routes
• Limited traffic lane closures

Construction Coordination – Our proposed Construction Manager, Cyrus, and supporting team members will coordinate all construction activities and administer the construction contract in accordance with the contract documents, state / federal / local rules and regulations, and Caltrans and the City’s policy and procedures. Key construction coordination activities include the following:

Utility Coordination – Coordination with third- party utilities holds a high risk of potential schedule delay. As a first order of business, Cyrus and Jose will work closely with several entities such as Southern California Edison (SCE), Water, and various communications and cable companies for facilities that are relocated, remain protected in place, or abandoned/removed during the project duration. Utility requirements and durations will be incorporated into the Special Provisions. During construction, PPM Group will work with the Contractor and the agencies to develop work schedules based on the utility relocation requirement. Our team will closely coordinate utility owners with the Contractor to avoid unnecessary project delays by:

• Maximizing utility relocations prior to construction or before the critical stage of work
• Incorporating utility lead-times for scheduling and executing work in the Contractor’s CPM Schedule
• Proactively working with each utility owner to help ensure timelines are met and that delays are communicated early to avoid successive impacts
• Pre-construction design coordination to eliminate conflicts with planned features
• Strict adherence of contractor potholing and protecting existing utilities – eliminating delays in avoidable utility strikes

In order to keep up with all utility timeliness and hold times, we will strictly enforce that the contractor submit a separate schedule, verified by a utility representative, and update it weekly for open lines of communication among all parties. We will also hold monthly meetings with the contractor and all planners of each utility to go over this schedule and sequencing of work to avoid scheduling conflicts with the various utilities.
We will document when and where the contractor performs potholing before ground disturbing activities and make sure all USA markings are in place prior to digging. Our inspectors confirm that the contractor installs the proper signage to notify crews of overhead power lines when work is in proximity. Our goal as a utility coordinator is to know the specific details for all buried and overhead utilities and to be the extra set of eyes to improve safety and reduce impacts due to unnecessary utility strikes. There is no secret to utility coordination – understanding the sequence of work and communication of an accurate schedule with all parties is the key. Our team has the discipline, experience and leadership to lead this project to zero injuries and delays due to third-party utilities.

**Submittal Review and Tracking** – Cyrus, supported by Jose Burbano, will develop a Submittal Register to identify all required submittals and shop drawings. This effort is important to track the Contractor's progress of the work and identify potential delays as early submittals are critical to maintaining the schedule. PPM Group will prepare a log for each of the submittals, RFIs, CCO, etc.

**SWPPP Coordination** – Our SWPPP Coordinator will have the primary responsibility to review and approve contractor's SWPPP, participate in monitoring agency inspections and field reviews, and assure Contractor compliance with all SWPPP permit requirements and other Federal, State and local regulations.

**Traffic Control Coordination** – Our team members are experts when it comes to minimizing impacts due to construction activities to the traffic flow. We have familiarized ourselves with the Transportation Management Plan (TMP) and will follow the developed staging and traffic control plans approved in the plans and specifications. We will follow the designated detours as shown in the project plans. In the rare instance that the closure or detour needed is not addressed in the plans and specifications, we will work diligently with the jurisdictional entity, City of Pico Rivera to get the traffic control plan reviewed and approved prior to implementing any traffic control measures or detours. Our team will require the Contractor to submit weekly traffic control schedule for requesting specific lane closures whether on the freeway or local street closures.

All of the proposed traffic closures and detours will be an item of discussion on our regular weekly construction and traffic closures coordination meetings. We will communicate early and often the traffic related and major construction activities with the City of Pico Rivera’s Public Information Office for public and community dissemination. We also will need to coordinate and cooperate with the slab replacement / rehab project that is anticipated to be ongoing at the same time as this project.

**Meetings**

Cyrus and Jose will coordinate preconstruction meetings to be attended by the City, Caltrans, Designer, the successful contractor, PPM Group’s subcontractors, utility providers, and other stakeholders to discuss safety, utility relocation requirements, construction schedule, access to businesses, regulatory issues, communications, and other pertinent matters. This initial meeting will set the stage for partnering, communication protocols and understanding of the stakeholders impacted by the construction project.

Cyrus will meet with the City Project Manager and set up a communications protocol with that team to avoid conflicts and work together to avoid delays and impacts to both projects. One strategy is to invite a City project representative to our weekly coordination meetings to share our upcoming activities and learn about their upcoming operations and closures.

In order to keep up with all utility timeliness and hold times, we will strictly enforce that the contractor submit a separate schedule, verified by a utility representative, and update it weekly for open lines of communication among all parties. We will also hold monthly meetings with the contractor and all planners of each utility to go over this schedule and sequencing of work to avoid scheduling conflicts with the various utilities.

All of the proposed traffic closures and detours will be an item of discussion on our regular weekly construction and traffic closures coordination meetings. We will communicate early and often the traffic related and major construction activities with the City’s Public Information Office for public and community dissemination.
In addition, our Construction Manager Cyrus will hold weekly meetings with all inspectors to ensure team understanding of all RFIs, Submittals, and Change Orders. This understanding will result in informed inspectors, better daily reports, and more accurate Tentative Agreements (if and when necessary). PPM Group’s new approach of weekly meetings is to discuss the latest change orders with each of the inspectors so that our inspectors will approach these Extra Work Authorizations as informed as possible. Our Document Control / Labor Compliance Analyst, Nicole Salem will attend and provide labor compliance information to the Contractor at pre-bid and pre-construction meetings.

**Work Assignments**

PPM Group’s approach to successfully operating the Project over the Term is to apply the appropriate resources necessary to provide system safety, availability, and compliance with the Agreement. We understand that consistent adherence to the plan is directly related to the optimization of the asset lifecycle and rehabilitation costs. As a result, our goals and the City’s requirements are fully aligned. The resources PPM Group will provide for this project include direct staff and professional subconsultants; and a well-defined quality program. Our staff and subcontractor will be adequately trained for their work activities and will be observant of Project conditions. Our professional consultants will perform required inspections, conduct rehabilitation activities, and provide support for the development of solutions for potential challenges or emergencies on the project.

**Document Management**

The proposed document control, storage and retrieval methods will include both hard copies and electronic records. The electronic document management system will be used to control and archive project correspondence and documents and will be accessible to all team members. All appropriate letters, reports, permits, specifications, calculations, drawings, meeting minutes, contracts, change orders, invoices, presentations and all other appropriate written or graphical communications will be stored in the archive. Documents available only in hardcopy will be scanned and included in the project electronic files. A hardcopy archive of all appropriate project documents will also be maintained.

**Work Execution**

PPM Group’s management provides overarching coordination and control of the Project delivery through a seamless organizational structure that unifies the Project’s phases and activities to ensure successful Project delivery. We have strategically formed our team by selecting highly qualified subconsultant firms and key personnel to manage the Project. PPM Group’s organization emphasizes the fundamental importance of maintaining continuity with the Project delivery management teams. As many of our key personnel will be involved in the Project throughout all of the phases, we will be able to realize efficiencies, including effective knowledge transfer, an intimate familiarity with the contractual obligations, and a keen understanding of the City’s goals. PPM Group’s Project Director Michael Tahan, CCM will be responsible for ensuring that all contractual obligations are being met throughout the Term of Contract. Michael will also include finance, legal, and third-party compliance advisors engaged periodically throughout the project to ensure the quality of construction, and performance of the infrastructure.

Project Manager, Fred Alipanah and Construction Manager, Cyrus Ravaei are highly experienced in this region on similar projects. They bring a world of knowledge and know how; and are strong supporters and active participants in the partnering process for various agencies. Refer to the construction organizational chart for more information on our team of professionals. As the construction is completed, PPM Group will continue to involve third parties and stakeholders in the Project. Communication lines will remain open, meetings will continue to be scheduled, and stakeholder lists will be continually updated. Throughout the term of the project, scheduled rehabilitation will be clearly and proactively communicated to ensure that the traveling public is aware of upcoming construction activities. Likewise, continuous communication with the City will allow PPM Group to be aware of planned improvements for coordination of potential impacts to the roadway system.

**The five-step plan consists of:**

1. Identifying potential risk events, whether negative or positive
2. Analyzing potential risk events to determine probability and severity
3. Developing a risk mitigation strategy for each potential risk
4. Identifying the risk mitigation measure.
5. Implementing the measure
Quality Assurance / Quality Control Procedures

Our internal QA/QC process is simple and does not require additional time demands from the City. Routinely, our Project Manager, Fred Alipanah, PE will conduct independent reviews of the project records for their adherence to the City and Caltrans policies and procedures.

Risk Management: Risk management plays a crucial role in our approach philosophy. Addressing risk early in the process allows for quick responses that result in "no surprises." Effective risk management guides the team in decision-making that will contribute to our common goal of expediting production. To accomplish this goal, our risk managers will report directly to the Resident Engineer, allowing him to involve the stakeholder if necessary and resolve the technical issues. Our team has managed high-profile projects and has successfully delivered projects to completion. The lessons learned from these experts will allow for seamless integration with the City. Fred will lead our risk management team and use a five-step qualitative and quantitative process that identifies and assesses risks and develops mitigation measures. We emphasize that risk management is not to be a one-time task, but a continuous process of identifying, evaluating and managing risks through all phases.

Cost Management: Fred and his staff will work closely with our office engineer to provide cost estimates for each change order during construction. He will provide the City’s Project Manager with a monthly progress report not only to demonstrate progress, but also indicate any trends and deviations with the cost of the project, associated risks, and schedule impacts for the project at that time. He will provide the City’s Project Manager with timely updates regularly, as necessary.

Quantity Calculations & Progress Estimates: The PPM Group team knows the importance of accurate and complete quantity calculations. Not only must the quantity calculations be complete and precise, but they must be submitted on a monthly interval per the City’s pay cycle requirement for processing the Contractor’s progress payment with a cutoff-date. The Contractor should be paid within 30 days from submission date.

Safety: Safety is a top priority for PPM Group and is evidenced by our commitment to provide each member of our construction management team with OSHA-approved safety training. A health and safety plan is developed for each project under the direction of our corporate health and safety director. This plan is audited and quarterly reviews provided to the designated project safety coordinator. Although the contractor has the primary responsibility for site safety, staff will verify that the contractor has an established safety program and will bring observed safety concerns to the immediate attention of the contractor’s superintendent.

Federal, State, Caltrans & Local Funding Procedures

Many of our projects involved inspection and observation of all groups of work as defined by the Caltrans Standard Specifications for Highway Construction. Our staff have a vast knowledge and experience with all facets of State and Federal construction, including Caltrans construction standards and procedures and Local Assistance Programs. We also provide all documentation required for federal reimbursement. Over the past 30 years, we have completed over 100 successful construction projects for municipalities, transportation and Federal and State government agencies. These projects were all completed successfully. In each of our projects, we complied with all requirements with the City references, including material certification processes, timely payment to the Contractor, contract change orders and final close out of the project, to name a few. The firm’s in-house Construction Manual is based upon the Caltrans Construction Manual and Caltrans Quality Assurance Program Manual.

Caltrans Manuals

- Caltrans Local Assistant Procedures Manual, Program Guidelines
- Caltrans Construction Manual
- Falsework Manual
- Bridge Deck Construction Manual
- Safety Manual, Cal-OSHA Safety Orders
- Caltrans Independent Assurance Program (IAP)
- Caltrans Public Contract Code
- Traffic Manual
- Survey Staking Manual
Caltrans Construction Manual – Caltrans intends this manual as a resource for all personnel engaged in contract administration. The manual establishes policies and procedures for the construction phase of Caltrans similar specified projects. The manual covers topics in two general areas:

a. Policies and procedures related to the duties of Caltrans-similar construction personnel. This topic includes internal policies and procedures for the following areas:
   - Safety
   - Training
   - Acquiring and using resources
   - Public relations
   - Coordinating with other Caltrans units and outside agencies and organizations

b. Construction contract administration. This topic includes the following areas:
   - Making timely and accurate contract payments
   - Ensuring and documenting the contractor's compliance with contract requirements

City’s Standards & Procedures and Green Book Standards

- Progress Estimate preparation, review, and processing.
- Contract Change Order preparation, review, processing, and approval.
- Claim documentation, review, mitigation, negotiation, and resolution.
- Handling Public Complaints, mitigation, and resolution.
- Working with Local businesses, residents, local utility companies.
- Working with various permitting agencies and adjacent jurisdictions.
- Utility agencies and other permitting agencies.

The PPM Group’s Project Manager has worked with various cities, the counties, and various other agencies and managed projects with Federal Funding within Caltrans Right-of-Way and within County’s Right-of-Way in compliance with Local Assistance Procedures Manual.

STATEMENT OF QUALIFICATIONS

PPM Group offers more than 32 years of experience in public works and construction projects, including, but not limited to, transportation / infrastructure, interchanges, roadway construction; street rehabilitations, bridge widenings; facilities, parks and community centers, and land development. Below is our organizational chart for the City of Pico Rivera’s On-Call Construction Management and Inspection Services contract.

Subconsultant – Materials Testing Services

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. The firm was incorporated in 1986 to provide high-quality consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment.

MTGL, Inc. established in 1993 is a California Corporation. MTGL has over 25 years of extensive experience in providing geotechnical engineering, environmental engineering, materials testing, special inspection and laboratory services to numerous municipalities, agencies, school districts and contractors throughout Southern California. MTGL is a certified Small Business Enterprise (LA Metro 1199/DGS 1758925), Disadvantaged Business Enterprise (DBE No. 33843), and Minority and Women Owned Business Enterprise (M/WBE) by the Los Angeles County Metropolitan Transportation Authority. In addition, MTGL is a Community Business Enterprise (CBE) by the County of Los Angeles. MTGL is a fully certified by numerous agencies to provide Materials Testing, Inspection, and Geotechnical Engineering services. Our testing laboratories are fully certified and can provide virtually any tests required.
Organizational Chart

PPM Group acknowledges and understands that PPM Group will not be allowed to change the sub-consultant without written permission from the City.
### Staff Experience, Academics and Credentials Matrix

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<td>Todd Smith (PPM)</td>
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<td>Christopher Baldino (PPM)</td>
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<td>Garreth Saiki, PE, GE (NM)</td>
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MICHAEL TAHAN, CCM
Project Manager

EDUCATION
MBA, Business Administration Management California State University Fullerton, CA, 1997
BA, Business Administration Beirut University, Beirut Lebanon, 1993

REGISTRATION
CA, Certified Construction Manager, No. 4375

CERTIFICATION
CA, Mediation and Conflict Resolution, UC Berkeley
Real Estate Broker, No. 01205838

Michael Tahan has more than 22 years of program and project management, financial reviews, operations, administration, public relations and coordination experience. As a program and project manager, he has been responsible for project and quality control, contract administration, design management, consultant management, staffing, CPM scheduling, claims management, governmental relations, franchise fee review, waste hauler’s review, verification, traffic analysis, source identification and coordination. He has provided claims resolution services, involving claims report preparation, restoration and negotiation meetings. He brings experience with various solid waste, landfills, public works, transportation, facilities and infrastructure projects including highways, freeways, interchanges, bridges, roadways, utilities, community centers, parks, grade separations and airport projects. Michael has been involved in a number of high-profile projects and participated in public hearings for community information and outreach programs.

Michael has an outstanding ability to train and utilizes his project management expertise. He has developed effective working relationships with cities, public agencies, consultants and such clients as Caltrans.

He also has extensive knowledge of federal, state and local policies and procedures as they relate to transportation projects in addition to being familiar with Caltrans Standard Specifications and Plans, policies and procedures. Michael has provided services to various agencies in California including Los Angeles County, Caltrans, California Department of Water, OCTA, Riverside County Transportation Department, and cities of Anaheim, Carson, Whittier, Glendale, Fullerton, Desert Hot Springs, Rialto, Camarillo, Indio, Murrieta, Santa Monica, and Fontana. His Labor Compliance contracts experience managing and performing contract work include but is not limited to: analyzing certified payrolls and fringe benefit statements; conducting audits on contractors and interviewing employees to verify prevailing wages; evaluating adherence to applicable provisions of state and federal labor laws; meeting with employers, employees and their representatives to explain labor code sections; and verifying required wage adjustments were made.

RELEVANT EXPERIENCE

On-Call Project / Construction Management Services, Ontario International Airport Authority, Ontario, CA
Project Director. Michael is responsible for overall contract quality control and performance for various specialty disciples including electrical, landscape, safety, and SWPPP inspection for various projects. Project Cost: Various.

On-Call Construction Inspection Services, Los Angeles County Department of Public Works, Los Angeles, CA
Project Manager responsible for overall contract quality control and performance for various specialty disciples including electrical, landscape, safety, and SWPPP inspection for various projects. Project Cost: Various.

Nelles at the Grove at Whittier, City of Whittier, Whittier, CA
Project Manager. Michael is responsible for overall contract quality control and performance for various specialty disciples including electrical, landscape, safety, and SWPPP inspection for various projects. Project Cost: Various.

On-Call Construction Management & Inspection Services, City of Rialto, Rialto, CA
Project Manager. Michael is responsible for overall contract quality control and performance for various specialty disciples including electrical, landscape, safety, and SWPPP inspection for various projects. Project Cost: Various.

On-Call Construction Management & Inspection Services, City of Glendale, Glendale, CA
Project Manager. Michael is responsible for overall contract quality control and performance for various specialty disciples including electrical, landscape, safety, and SWPPP inspection for various projects. Project Cost: Various.
**FRED ALIPANAH, PE**  
**Construction Manager / Resident Engineer**

**EDUCATION**  
BS, Civil Engineering, University of Maryland  
Port & Harbor Engineering, Post Graduate Study, Tokyo, Japan

**REGISTRATION**  
CA, Professional Civil Engineer, No. C64521

**CERTIFICATION**  
Caltrans District 8, Resident Engineer Certificate  
Caltrans Headquarters, Resident Engineer Certificate

**YEARS OF EXPERIENCE**  
30 Years

Mr. Alipanah has more than 30 years of experience in project and construction management, structural and civil engineering and construction inspection. Fred worked for Caltrans District 7 and 8 for over 20 years. He has extensive experience with construction management and inspection services for roadway modifications and improvements, streetscape, landscaping, utilities, bridges, safety lighting, traffic signal and other Public Works construction projects. As a construction manager, Fred manages document control, claims mitigation, contract administration, construction observation, utility coordination, labor compliance, material testing services, construction inspection, and project close-out services. He is a highly regarded team leader, bringing together members of various levels of government, agencies, contractors, consultants and constituents to develop cordial relationships to bring projects to an on-time, at budget conclusion. He has the ability to work with diverse communities to ensure a project is efficiently executed from well-developed plans. He is knowledge of Caltrans design procedures, Caltrans Local Assistance Procedure Manual (LAPM), Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Standard Plans and Specifications, Greenbook Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, Cal/OSHA Construction Safety Orders, and State regulatory requirements. Fred is an excellent communicator and highly respected for his technical competence and effective project execution. Fred is assigned to high-profile projects on which he administered the contract, supervised contractors and construction teams, responded to requests for information (RFIs), processed contract change orders, and performed cost estimating. He has been responsible for project coordination between owners, designers, contractors, subcontractors, suppliers and local agencies.

**RELEVANT EXPERIENCE**

**On-Call Construction Management and Related Services, Ontario International Airport, Ontario, CA**  
*Project Manager.* Project Cost: Various.

**Route 215 / Barton Road Bridge Replacement Project, Caltrans District 8, Grand Terrace, CA**  
*Resident Engineer.* Project Cost: $47.4 Million.

**Route 10 Slab Replacement Project, Caltrans District 8, Various Cities in San Bernardino County, CA**  
*Resident Engineer.* Project Cost: $38 Million.

**Route 15 Rehabilitation Project, Caltrans District 8, San Bernardino County, CA**  
*Resident Engineer.* Project Cost: $84 Million.

**Route 10 Rehabilitation, Caltrans District 8, Coachella, CA**  
*Resident Engineer.* Project Cost: $3.9 Million.

**Route 111 Rehabilitation Project, Caltrans District 8, Riverside County, CA**  
*Resident Engineer.* Project Cost: $1.1 Million.

**Caltrans District 8, San Bernardino County, CA**  
*Caltrans Inspector* on various improvement, rehabilitation and emergency projects throughout Riverside and San Bernardino Counties on I-10, I-15, State Routes 38, 330, 18, and 60. Project Cost: Various.
JOSE BURBANO, EIT
Construction Manager / Resident Engineer

EDUCATION
BS, Civil Engineering
California State Polytechnic University, Pomona

CERTIFICATIONS
CA, Engineer-in-Training, No. 136976
Caltrans Test Methods 125, 533, 539, 540
10-Hour SWPPP; 10-Hour Cal OSHA
CA, State Survey Exam
8 HR NCEES National Exam

YEARS OF EXPERIENCE
21 Years

Mr. Burbano has more than 21 years of construction management and engineering experience as a project designer, project engineer, deputy project manager, resident engineer and inspector for federally-funded and public works projects, including new and rehabilitation construction of freeways, highways, bridges, intersections, and pedestrian access areas. He has been responsible for construction management, contract administration, submittal review, RFI and constructability reviews, coordination and scheduling with local agencies, public awareness, contractor scheduling, project close-out, and documentation. He also has experience interpreting plans, specifications, special provisions, and other contract documents as well as identifying potential problems and proposing effective solutions.

Jose’s experience includes construction and inspection of concrete paving, asphalt paving, slope paving, drainage, retaining walls, sound walls, landscaping, and traffic signals, installation of concrete shoring, mass grading, roadway excavation, piping, electrical systems and utility relocations, traffic signals, safety lighting, CPM analysis, stormwater pollution prevention plans (SWPPP), water pollution control programs (WPCP), and lead-arsenic-asbestos compliance plan reviews.


RELEVANT EXPERIENCE
I-5 / Valley View Avenue Interchange Improvements, Caltrans District 7, La Mirada, CA
Assistant Resident Engineer. Project Cost: $651 Million.

I-5 / Carmenita Interchange Rehabilitation, Caltrans District 7, Santa Fe Springs, CA
Assistant Resident Engineer. Project Cost: $150 Million.

I-5 Repair and Rehabilitation, Orange County Transportation Authority (OCTA), Buena Park, La Mirada, Cerritos and Santa Fe Springs, CA
Assistant Resident Engineer. Project Cost: $50 Million.

Alondra Bridge OC Over Coyote Creek Channel / I-5, Caltrans District 7, Santa Fe Springs & La Mirada, CA
Assistant Project Manager. Project Cost: $60 Million.

Gene Autry Way West and I-5 HOV Improvement Project, City of Anaheim, Anaheim, CA
Assistant Structure Representative/Assistant Resident Engineer. Project Cost: $19 Million.

Stewart Street Underpass, City of Loma Linda, Loma Linda, CA
Assistant Project Manager. Project Cost: $6 Million.

Mountain View Ave Grade Separation Widening, City of Loma Linda, CA
Project Manager / Lead Structures. CMAA “Best Improved Infrastructure Project of the Year”. Project Cost: $25 Million.

SR-60 Slab Replacement & Rehabilitation, Caltrans District 8, Riverside, CA
Assistant Resident Engineer. Project Cost: $4 Million.
LAURENCE TAYLOR  
Construction Inspector / Utility Coordinator

EDUCATION
General

CERTIFICATIONS
Caltrans Certified Test Methods: 125, 533, 539, 54 & 557

YEARS OF EXPERIENCE
17 Years

Mr. Taylor has 17 years of roadway construction inspection and electrical inspection, CADD operation and civil engineering experience. Lawrence is experienced in state highways, and local street improvement construction works, including AC Paving, Cold Plane & Pave, Concrete Paving storm drain systems, water and sewer lines installation, dry and wet utilities, excavation, grade checking, earthwork, electrical installations, and underground utilities. His past experience include inspection of RHMA / HMA / JCPC / JPCP-RSC / cold foam in place recycled paving, grade checking, asphalt and concrete pavement, sidewalk, curb & gutter, curb ramp, V-gutter, drainage and sewer systems, grouted rock strip, landscaping, retaining wall, striping, signalization, SWPPP, traffic control, and safety.

RELEVANT EXPERIENCE

Nelles at the Grove in Whittier (WUA18-027), City of Whittier, Whittier, CA
Field Inspector. Project Cost: $42 Million.

On-Call Construction Management, Ontario International Airport Authority (OIAA), Ontario, CA

Clay Street Grade Separation, Riverside County Transportation District, Jurupa Hills, CA

GEORGE HEROLD  
Public Works / Construction Inspector

CERTIFICATIONS
ACIA - Public Works Training
CPN - Radiation Safety and use of Soil Gauges
CBMP - Construction Best Management Practices
SCCI
CESSWI

Mr. Herold has more than 32 years of experience in the construction industry. His construction management experience includes experience on Capital Improvement projects for City and County projects. Additionally, his experience includes field engineering on a variety of construction projects including roadway construction, emergency repair, highway rehabilitation and capital improvement projects. Mr. Herold's areas of expertise include ARAM/JCPC/ HMA/ RSC/cold foam in place recycled paving, curb, sidewalk, dikes, pile driving, SWPPP/WPC, and CIDH foundation. He has worked on transportation infrastructure projects for Caltrans, various Counties and Cities, and local agencies. Mr. Herold coordinated with local and federal agencies to conduct field inspections nighttime operations, and supervised capital improvements projects.

Wide Street Overlay Project No. 16/17, San Diego County Department of Public Works, San Diego, CA
Assistant Engineer. Project Cost: Various.

Various Street Improvements in Old Town Temecula, City of Temecula Public Works Department, Temecula, CA


## PPM Group’s Similar Project Experience

Below is a list of similar project experience managing land development project and CIP for municipalities and similar public agencies:

<table>
<thead>
<tr>
<th>Project / Location</th>
<th>Reference</th>
<th>Services</th>
<th>Staff</th>
<th>Photo</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I-5 / Valley View Avenue Interchange</strong>&lt;br&gt;Santa Fe Springs, CA&lt;br&gt;Year Completed: 2017 – Ongoing&lt;br&gt;Construction Cost: $139Million</td>
<td>George Saker&lt;br&gt;Senior Resident Engineer&lt;br&gt;Caltrans District 7&lt;br&gt;13230 Firestone Blvd. Suite A-2&lt;br&gt;Santa Fe Springs, CA 90670&lt;br&gt;714.261.7490&lt;br&gt;<a href="mailto:George.saker@dot.ca.gov">George.saker@dot.ca.gov</a></td>
<td>PPM Group, is providing Assistant Resident Engineering, Lead Utility Coordinator, construction inspection, JPCP / LCB inspection, sewer &amp; drainage, traffic control, CIDH foundation, Traffic Signal modification street lighting improvements, landscape, utilities, Labor compliance, materials testing, report writing and documentation control.</td>
<td>Jose Burbano&lt;br&gt;Nicole Salem</td>
<td><img src="image1.jpg" alt="Image" /></td>
</tr>
</tbody>
</table>
| **As-Needed Construction Inspection Services**<br>Los Angeles, CA<br>Year Completed: 2009 – 2018<br>Cost: Various | Imad Abboud, PE<br>Civil Engineer<br>County of Los Angeles<br>900 S Fremont Ave. 8th Fl. Alhambra, CA 92803<br>626.458.4963<br>iabboud@dpw.lacounty.gov | PPM Group provided construction inspectors, resident engineers, structure representatives, plan checking of grading plans, roadways, storm drain plans, street improvements plans, traffic signal plans, and water and sewer plans, etc.  
- Willowbrook Street Reconstruct  
- Del Mar Avenue Bridge  
- New York Drive Reconstruction  
- Eastside Light Rail Bike Interface  
- Rowan Avenue at various locations | Cyrus Ravaei<br>Daniel Slayyeh<br>Felipe Cruz | ![Image](image2.jpg) |
| **SR-138 / Pearblossom Pavement Rehabilitation West of 121 Street to Longview Road**<br>Pearblossom, CA<br>Year Completed: 2018 – Ongoing<br>Construction Cost: $12 M | Fred Tieu, PE, TE<br>Transportation Engineer<br>Caltrans District 7<br>45120 North 13th Street West<br>Lancaster, CA 93534<br>213.792.4663<br>Fred_tieu@dot.ca.gov | PPM Group is providing RE and inspection services. Roadway work includes coordination for utilities: gas, water, cable, power lines communication, sewer & storm drain lines and manholes, as well as drainage inlets. Included are curb and gutter placement, AC and concrete paving, storm drain, signing and striping, sidewalk work, landscaping, and streetlights and traffic signals installation. | Cyrus Ravaei | ![Image](image3.jpg) |
### Similar Project Experience & References (Continued)

<table>
<thead>
<tr>
<th>Project / Location</th>
<th>Reference</th>
<th>Services</th>
<th>Staff</th>
<th>Photo</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>On-Call Construction Mgmt., Inspection</strong>&lt;br&gt;Ontario, CA&lt;br&gt;<strong>Year Completed:</strong>&lt;br&gt;2018 - Ongoing&lt;br&gt;<strong>Construction Cost:</strong> Various</td>
<td>Keith G. Owens, PE&lt;br&gt;Director of Program Mgmt.&lt;br&gt;<strong>Ontario International Airport Authority</strong>&lt;br&gt;1923 East Avion Drive&lt;br&gt;Ontario, CA 91761&lt;br&gt;909.544.5383&lt;br&gt;<a href="mailto:kowens@flyontario.com">kowens@flyontario.com</a></td>
<td>PPM Group is providing construction management, contract administration, construction inspection, document control, labor compliance, CPM Scheduling, SWPPP and environmental Compliance including demolition and site preparation for various upcoming tenants at the Airport, particularly FEDEX.</td>
<td>Michael Tahan, Fred Alipanah Lawrence Taylor Nicole Salem</td>
<td><img src="image1.jpg" alt="Photo" /></td>
</tr>
<tr>
<td><strong>Nelles at the Grove at Whittier, City of Whittier</strong>&lt;br&gt;Whittier, CA&lt;br&gt;<strong>Year Completed:</strong> 2018 - Ongoing&lt;br&gt;<strong>Construction Cost:</strong> Various</td>
<td>Bobby Ghaemi&lt;br&gt;Civil Engineering Assistant&lt;br&gt;<strong>City of Whittier</strong>&lt;br&gt;13230 Penn Street&lt;br&gt;Whittier, CA 90602&lt;br&gt;714.882.9927&lt;br&gt;<a href="mailto:bghaemi@cityofwhittier.org">bghaemi@cityofwhittier.org</a></td>
<td>PPM Group is providing field inspection of electrical, dry utilities, concrete structure, structural pavement, landscaping, irrigation, asphalt concrete, grading, traffic signals, street lights, water drainage and sewer systems, traffic control, and Materials Testing.</td>
<td>Michael Tahan Amando Salazar Lawrence Taylor Cesar Cerda</td>
<td><img src="image2.jpg" alt="Photo" /></td>
</tr>
<tr>
<td><strong>On-Call Construction Management &amp; Inspection Services</strong>&lt;br&gt;Desert Hot Springs, CA&lt;br&gt;<strong>Year Completed:</strong> 2017 – 2018&lt;br&gt;<strong>Construction Cost:</strong> Various</td>
<td>Daniel Porras&lt;br&gt;Community Development Director&lt;br&gt;<strong>Desert Hot Springs</strong>&lt;br&gt;65950 Pierson Blvd.&lt;br&gt;Desert Hot Springs, CA 92240&lt;br&gt;760.329.6411 ext. 219&lt;br&gt;<a href="mailto:dporras@cityofdhs.org">dporras@cityofdhs.org</a></td>
<td>PPM Group staff members provided project management, construction inspection, electrical, SWPPP, landscape and safety inspection.</td>
<td>Michael Tahan Kamal McHantaf Raymond Torres</td>
<td><img src="image3.jpg" alt="Photo" /></td>
</tr>
<tr>
<td><strong>On-Call Construction Management &amp; Inspection</strong>&lt;br&gt;Rialto, CA&lt;br&gt;<strong>Year Completed:</strong> 2019 – Ongoing&lt;br&gt;<strong>Construction Cost:</strong> Various</td>
<td>Hector Gonzalez&lt;br&gt;Principle Civil Engineer&lt;br&gt;<strong>City of Rialto</strong>&lt;br&gt;335 West Rialto Avenue&lt;br&gt;Rialto, California 92376&lt;br&gt;909.421.4986&lt;br&gt;<a href="mailto:hgonzalez@rialtoca.gov">hgonzalez@rialtoca.gov</a></td>
<td>PPM Group is providing construction inspectors, on various private development and capital improvement program projects, including but not limited to:</td>
<td>Michael Tahan Fred Alipanah Cesar Cerda Lorraine Rodriguez</td>
<td><img src="image4.jpg" alt="Photo" /></td>
</tr>
</tbody>
</table>

PPM Group acknowledges and understands that we will not change any subconsultant without written permission from the City.
## Subconsultants' Similar Project Experience

<table>
<thead>
<tr>
<th>Project / Location</th>
<th>Reference</th>
<th>Services</th>
<th>Staff</th>
<th>Photo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mission Road Rehab</td>
<td>Alhambra, CA</td>
<td>Year Completed: 10/2017 – 04/2018</td>
<td>Construction Cost: Unknown</td>
<td>Ninyo &amp; Moore was retained for geotechnical and materials testing services during construction of the Mission Road Rehabilitation project. The project included rehabilitation of Mission Road between Garfield Avenue and the west City limits. The various improvements included reconstruction of roadway pavement, sidewalks, ramps and driveways, and installation of medians, landscaping and irrigation. Ninyo &amp; Moore provided inspection and testing of soils, aggregate base (AB), asphalt concrete (AC), and Portland cement concrete (PCC).</td>
</tr>
<tr>
<td>17th Street Rehab</td>
<td>Torrance, CA</td>
<td>Year Completed: 03/2018 – 11/2018</td>
<td>Construction Cost: Unknown</td>
<td>Ninyo &amp; Moore was retained for geotechnical and materials testing services during construction of the 17th Street Rehabilitation project. In Torrance, Ninyo &amp; Moore provided quality control testing, on-site field sampling and testing, batch plant in-spection and laboratory testing. The project included concrete overlays, deep lift repairs, concrete cross gutters, access ramps, sidewalks, driveways, and sewer connections.</td>
</tr>
<tr>
<td>Mid-Coast Corridor</td>
<td>San Diego, CA</td>
<td>Year Completed: 2016 – 2021</td>
<td>Construction Cost: $2 Billion</td>
<td>MTGL is providing soils, materials testing and inspection services on the Willowbrook Rosa Parks Station Improvement project includes construction of a pedestrian crossing, Blue Line platform improvements, a new pedestrian entry pathway, and station mezzanine. The project will extend the Blue Line platform south of I-105, providing a safe connection across Metro and Union Pacific. Improved pedestrian connection will provide safe and more direct walking paths to destinations surrounding the station.</td>
</tr>
<tr>
<td>MTA Southwestern Yard</td>
<td>Los Angeles, CA</td>
<td>Year Completed: 05/2016 – 2019</td>
<td>Construction Cost: $73 Million</td>
<td>MTGL is providing Material Inspections and Laboratory Testing Services on this project. This includes soils testing during construction including soils compaction and durability testing of ballast, as well as concrete and structural steel testing and inspection. MTGL is also providing full Quality Control and Source Inspections. The Southwest Yard, located near Los Angeles International Airport, will be a 115,650-square foot facility constructed by Hensel Phelps/Herzog JV. The facility is a consolidated maintenance facility that will serve both the Crenshaw/LAX Line and the Metro Green Line.</td>
</tr>
</tbody>
</table>
CONTRACT EXCEPTIONS

PPM Group has read and understood all statements in this Request for Proposal for On-Call Construction Management and Inspection Service. PPM Group has also reviewed and agrees with the City’s Sample Professional Services Agreement in Appendix A. PPM Group does not have any exceptions, additions, and/or deletions to the City’s Request for Proposal or the City’s Sample Professional Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein.

REFERENCES

PPM Group and our professional personnel have earned an outstanding reputation in the construction management industry for providing exceptional services to our transportation and public agency clients. We are proud of our client references for our firm, our Project Manager, Michael Tahan encourage you to contact them directly.

<table>
<thead>
<tr>
<th>Client / Project</th>
<th>Reference Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency</strong>: Ontario International Airport Authority</td>
<td><strong>Project</strong>: Construction Management &amp; Inspection Serv.</td>
</tr>
<tr>
<td><strong>Agency</strong>: City of Whittier</td>
<td><strong>Project</strong>: Nelles at the Grove at Whittier</td>
</tr>
<tr>
<td><strong>Agency</strong>: Caltrans District 8</td>
<td><strong>Project</strong>: On-Call Construction Management &amp; Roadway Inspection Services</td>
</tr>
<tr>
<td><strong>Agency</strong>: Caltrans District 8</td>
<td><strong>Project</strong>: On-Call Construction Management &amp; Inspection Services</td>
</tr>
</tbody>
</table>

PROPOSAL VALIDITY

PPM Group’s proposal is valid for 90 days from the due date of this proposal.
Date: September 11, 2019

To: Prospective Consultants

SUBJECT: ADDENDUM NO.1
REQUEST FOR PROPOSALS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This addendum is issued to modify the original Request for Proposal posted on August 26, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of two pages:

(1) DBE requirements added to Section 10 General Conditions of the Request for Proposal (RFP). Page 14, of the original RFP documents, shall be replaced with the attached page.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

[Signature]
Consultant’s Acknowledgement

[Signature]
Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

09/16/2019
Date
APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

______________________________
Signature of Authorized Representative

Rima Tahan ______________________ President / CEO
Name of Authorized Representative   Title of Authorized Representative
APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: __PPM Group, Inc.______________________________
               Name (Please Print or Type)

By: ____________________________ Consultant’s Signature
    Rima Tahan, President / CEO

Date: ____________________________

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: __________________________

(Authorized Signature)

Type Name: Rima Tahan
Title: President / CEO

Date: September 16, 2019
Trusted Construction Experts

PPM Group Inc.
7950 Cherry Avenue
Suite 103
Fontana, California 92336
O: 909.730.4913
City of Pico Rivera  
As-Needed Construction Management and Inspection Services

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1 – Construction Management</strong></td>
<td>$190</td>
</tr>
<tr>
<td>PM / Construction Manager</td>
<td>$155 – $180</td>
</tr>
<tr>
<td>Project Controls / CPM Scheduling</td>
<td>$140 – $165</td>
</tr>
<tr>
<td><strong>Task 2 – Construction Inspector</strong></td>
<td></td>
</tr>
<tr>
<td>Public Works / Construction</td>
<td>$120 – $135</td>
</tr>
<tr>
<td>Specially Inspector (Electrical / Landscape / etc.)</td>
<td>$120 – $135</td>
</tr>
<tr>
<td><strong>Task 3 – Labor Compliance</strong></td>
<td></td>
</tr>
<tr>
<td>Labor Compliance / Document Control</td>
<td>$115 – $130</td>
</tr>
<tr>
<td><strong>Task 4 – Utility and Outside Agency Coordination</strong></td>
<td></td>
</tr>
<tr>
<td>Public Works / Construction Inspector</td>
<td>$120 – $135</td>
</tr>
<tr>
<td><strong>Task 5 – Materials Testing</strong></td>
<td></td>
</tr>
<tr>
<td>See Attached Subconsultants Rate Sheets</td>
<td>Various</td>
</tr>
<tr>
<td><strong>Task 6 – Project Closeout</strong></td>
<td></td>
</tr>
<tr>
<td>PM / Construction Manager</td>
<td>$155 – $180</td>
</tr>
<tr>
<td>Labor Compliance / Document Control</td>
<td>$115 – $130</td>
</tr>
<tr>
<td>Project Controls / CPM Scheduling</td>
<td>$140 – $165</td>
</tr>
</tbody>
</table>

**Notes:**

1. Overtime, if applicable, will be charge at 1.30 above the rates for applicable classifications, and as agreed by the client.
2. Project related miscellaneous expenses including vehicle, mileage, supplies, printing, shipping, travel... etc. are INCLUDED in the above Rates.
3. All of PPM Group’s staff will be fully equipped with all vehicles, tools and equipment to perform their assignments.
4. Field Inspector and Specialty Inspector billing rates are based on a 4-hour minimum per day.
5. Prevailing wage rates shall apply to all State and Federal Projects.
6. Project Managers will allocate 4 to 8 hours per month for administrative and technical support as approved by the Client.
## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff
- Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist: $188
- Senior Engineer/Geologist/Environmental Scientist: $178
- Senior Project Engineer/Geologist/Environmental Scientist: $173
- Project Engineer/Geologist/Environmental Scientist: $165
- Senior Staff Engineer/Geologist/Environmental Scientist: $150
- Staff Engineer/Geologist/Environmental Scientist: $134
- GIS Analyst: $123
- Technical Illustrator/CAD Operator: $98

- Certified Asbestos/Lead Technician: $173
- Field Operations Manager: $119
- Nondestructive Examination Technician (UT, MT, LP): $114
- Supervisory Technician: $104
- Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing): $104
- Senior Technician: $103
- Technician: $98

#### Administrative Staff
- Information Specialist: $83
- Geotechnical/Environmental/Laboratory Assistant: $81
- Data Processor: $71

#### Other Charges
- Concrete Coring Equipment (includes technician): $190/hr
- Anchor Load Test Equipment (includes technician): $190/hr
- GPR Equipment: $180/hr
- Inclinometer: $100/hr
- Hand Auger Equipment: $80/hr
- Recar Locator (Pachometer): $25/hr
- Vapor Emission Kit: $65/kit
- Nuclear Density Gauge: $12/hr
- X-Ray Fluorescence: $70/hr
- PID/FID: $25/hr
- Air Sampling Pump: $10/hr
- Field Vehicle: $15/hr
- Expert Witness Testimony: $450/hr
- Direct Expenses: Cost plus 15%

Special equipment charges will be provided upon request.

### Notes
For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.
### Schedule of Fees for Laboratory Testing

<table>
<thead>
<tr>
<th>SOILS</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atterberg Limits, D 4315, CT 204</td>
<td>$ 170</td>
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<tr>
<td>California Bearing Ratio (CBR), D 1883</td>
<td>$ 550</td>
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<tr>
<td>Chlorides and Sulfate Content, CT 477 &amp; CT 422</td>
<td>$ 175</td>
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<tr>
<td>Consolidation, D 2483, CT 219</td>
<td>$ 300</td>
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<tr>
<td>Consolidation - Hydro-Collapse only, D 2435</td>
<td>$ 150</td>
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<tr>
<td>Consolidation - Time Rate, D 2435, CT 219</td>
<td>$ 200</td>
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<tr>
<td>Direct shear - Remolded, D 3080</td>
<td>$ 350</td>
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<tr>
<td>Direct shear - Undisturbed, D 3080</td>
<td>$ 350</td>
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<tr>
<td>Durability Index, C 226</td>
<td>$ 175</td>
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<tr>
<td>Expansion Index, D 4929, IC 18-3</td>
<td>$ 180</td>
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<tr>
<td>Expansion Potential (Method A), D 4556</td>
<td>$ 170</td>
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<tr>
<td>Geotechnical Tensile and Elongation Test, D 6323</td>
<td>$ 200</td>
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<tr>
<td>Hydraulic Conductivity, D 5858</td>
<td>$ 350</td>
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<tr>
<td>Hydrometer Analysis, D 422, CT 203</td>
<td>$ 220</td>
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<tr>
<td>Moisture, Ash, &amp; Organic Matter of Peat/Organic Soils</td>
<td>$ 120</td>
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<tr>
<td>Moisture Only, D 2215, CT 225</td>
<td>$ 35</td>
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<td>Moisture and Density, D 2997</td>
<td>$ 45</td>
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<tr>
<td>Permeability, C 2643, CT 226</td>
<td>$ 300</td>
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<tr>
<td>pH and Resistivity, C 943</td>
<td>$ 175</td>
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<tr>
<td>Proctor Density D 6988, CT 218, AASHTO T-180</td>
<td>$ 200</td>
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<tr>
<td>Proctor Density with Rock Content D 1557</td>
<td>$ 340</td>
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<tr>
<td>Rivaite, D 2844, CT 301</td>
<td>$ 375</td>
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<tr>
<td>Sand Equivalent, D 2419, CT 217</td>
<td>$ 125</td>
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<tr>
<td>Sieve Analysis, D 422, CT 202</td>
<td>$ 145</td>
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<tr>
<td>Sieve Analysis, 200 Mesh, D 1140, CT 202</td>
<td>$ 100</td>
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<tr>
<td>Specific Gravity, D 854</td>
<td>$ 125</td>
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<tr>
<td>Thermal Resistivity (ASTM 5334, EIEE 442)</td>
<td>$ 525</td>
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<tr>
<td>Triaxial Shear, C 1197, T 297</td>
<td>$ 550</td>
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<tr>
<td>Triaxial Shear, C.U. with pore pressure, D 4767, T 2297 per ptl</td>
<td>$ 450</td>
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<tr>
<td>Triaxial Shear, C.U. with pore pressure, D 4767, T 2297 per pt</td>
<td>$ 365</td>
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<tr>
<td>Triaxial Shear, U.U. D 2360</td>
<td>$ 250</td>
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<tr>
<td>Unconfined Compression, D 2465, T 208</td>
<td>$ 180</td>
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<tr>
<th>REINFORCING AND STRUCTURAL STEEL</th>
<th>FEES</th>
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<tbody>
<tr>
<td>Chemical Analysis, A 356, A 615</td>
<td>$ 125</td>
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<tr>
<td>Fireproofing Density Test, UBC 7-8</td>
<td>$ 50</td>
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<tr>
<td>Hardness Test, Rockwell A, 370</td>
<td>$ 80</td>
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<tr>
<td>High Strength Bolt, Nut &amp; Washer Conformance, per assembly</td>
<td>$ 150</td>
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<tr>
<td>Mechanically Spliced Reinforcing Tensile Test, ACI</td>
<td>$ 175</td>
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<tr>
<td>Pipe Steel Strand (7 Wire), A 416</td>
<td>$ 120</td>
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<tr>
<td>Reinforcing Tensile or Rend up to No. 11, A 615 &amp; A 705</td>
<td>$ 75</td>
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<tr>
<td>Structural Steel Tensile Test, Up to 200,000 lbs, A 370</td>
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<tr>
<td>Welded Reinforcing Tensile Test, Up to No. 11 bars, ACI</td>
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<tr>
<th>CONCRETE</th>
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<tbody>
<tr>
<td>Compression Tests, 9x12 Cylinder, C 39</td>
<td>$ 45</td>
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<tr>
<td>Concrete Mix Design Review, Job Spec</td>
<td>$ 300</td>
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<tr>
<td>Concrete Mix Design, per T/L Batch, 6x12 Cylinder, ACI</td>
<td>$ 300</td>
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<td>Concrete Cores, Compression (includes sampling), C 42</td>
<td>$ 120</td>
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<tr>
<td>Drying Shrinkage, C 157</td>
<td>$ 400</td>
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<tr>
<td>Flexural Test, C 78</td>
<td>$ 85</td>
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<tr>
<td>Flexural Test, C 293</td>
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<tr>
<td>Flexural Test, C 523</td>
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<tr>
<td>Gravel/Shotcrete Panels, 3 cut cores per panel and test, ACI</td>
<td>$ 275</td>
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<tr>
<td>Lightweight Concrete Fill, Compression, C 495</td>
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<td>Permeability Analysis, C 856</td>
<td>$ 2,000</td>
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<td>Restrained Expansion of Shrinkage Compensation</td>
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<td>Splitting Tensile Strength, C 496</td>
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<td>3x6 Grid, (CLSM), C 39</td>
<td>$ 55</td>
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<tr>
<td>2x2x2 Non-Shrink Grout, C 109</td>
<td>$ 55</td>
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<th>ASPHALT</th>
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<td>Air Voids, T 269</td>
<td>$ 85</td>
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<tr>
<td>Asphalt Mix Design, Caltrans (incl. Aggregate Quality)</td>
<td>$ 4,600</td>
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<tr>
<td>Asphalt Mix Design Review, Test Spec</td>
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<tr>
<td>Dust Proportioning, CT 1-LP-4</td>
<td>$ 85</td>
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<tr>
<td>Extraction, % Ash, including Gradation, D 2172, CT 382</td>
<td>$ 250</td>
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<tr>
<td>Extraction, % Asphalt without Gradation, D 2172, CT 382</td>
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<td>Fiber Content, C 302</td>
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<tr>
<td>Inclusion Stability and Unit Weight, D 1560, T 246, CT 366</td>
<td>$ 225</td>
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<tr>
<td>Marshall Stability, Fine and Unit Weight, T 245</td>
<td>$ 250</td>
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<tr>
<td>Maximum Theoretical Unit Weight, D 2041, CT 309</td>
<td>$ 150</td>
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<tr>
<td>Moisture Content, C 370</td>
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<tr>
<td>Moisture Sensitivity and Tensile Stress Ratio, T 236, CT 371</td>
<td>$ 1,000</td>
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<tr>
<td>Slump and Field Abrasion, D 3910</td>
<td>$ 150</td>
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<tr>
<td>Superpave, Asphalt Mix Viscosity (incl. Aggregate Quality)</td>
<td>$ 1,500</td>
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<tr>
<td>Superpave, Gyratory Unit Wt. T 312</td>
<td>$ 100</td>
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<tr>
<td>Superpave, Hamburger Wheel, 20,000 passes, T 324</td>
<td>$ 1,000</td>
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<tr>
<td>Unit Weight sample of core, C 2725, CT 308</td>
<td>$ 100</td>
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<tr>
<td>Voided in Mineral Aggregates, (VMA) CT 1-LP-2</td>
<td>$ 95</td>
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<tr>
<td>Voided filled with Asphalt, (VFA) CT 1-LP-3</td>
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<td>Wax Density, D 1189</td>
<td>$ 40</td>
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<th>AGGREGATES</th>
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<tr>
<td>Clay Lumps and Fine Particles, C 182</td>
<td>$ 180</td>
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<tr>
<td>Clearness Value, C 227</td>
<td>$ 180</td>
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<tr>
<td>Crushed Particles, CT 205</td>
<td>$ 175</td>
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<tr>
<td>Duracons, Coarse, CT 229</td>
<td>$ 205</td>
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<tr>
<td>Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234</td>
<td>$ 180</td>
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<tr>
<td>Flak and Elongated Particle, D 4791</td>
<td>$ 220</td>
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<tr>
<td>Lightweight Particles, C 123</td>
<td>$ 180</td>
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<tr>
<td>Los Angeles Abrasion, C 131 or C 535</td>
<td>$ 200</td>
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<tr>
<td>Material Finer than No. 200 sieve by Washing, C 117</td>
<td>$ 90</td>
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<tr>
<td>Organic Impurities, C 40</td>
<td>$ 90</td>
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<tr>
<td>Potential Alkaline Reactivity, Morgan Ban Method, Coarse, C 1360</td>
<td>$ 1,250</td>
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<tr>
<td>Potential Alkaline Reactivity, Morgan Ban Method, Fine, C 1260</td>
<td>$ 950</td>
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<tr>
<td>Potential Reactivity of Aggregate, Chemical Method, C 269</td>
<td>$ 475</td>
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<tr>
<td>Sand Equivalent, T 136, CT 217</td>
<td>$ 125</td>
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<tr>
<td>Sieve Analysis, Coarse Aggregate, T 27, C 136</td>
<td>$ 120</td>
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<tr>
<td>Sieve Analysis, Fine Aggregate (including wash), T 27, C 136</td>
<td>$ 145</td>
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<tr>
<td>Sodium Sulfate Soundness, C 88</td>
<td>$ 450</td>
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<tr>
<td>Specific Gravity and Absorption, Coarse, C 127, CT 215</td>
<td>$ 115</td>
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<tr>
<td>Specific Gravity and Absorption, Fine, C 128, CT 297</td>
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<tr>
<th>ROOFING</th>
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<tr>
<td>Roofing Tire Absorption, (test of 5), C 67</td>
<td>$ 250</td>
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<tr>
<td>Roofing Tire Strength Test, (set of 8), C 67</td>
<td>$ 250</td>
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Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninety & Mooney is accredited to perform the AASHTO equivalent of many ASTM test procedures.
## CONSTRUCTION SERVICES

<table>
<thead>
<tr>
<th>PROFESSIONAL SERVICES</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Principal Engineer / Geologist</td>
<td>$150.00 Per Hour</td>
</tr>
<tr>
<td>Registered Civil Engineer / Geologist</td>
<td>$150.00 Per Hour</td>
</tr>
<tr>
<td>Staff Engineer / Geologist</td>
<td>$98.00 Per Hour</td>
</tr>
<tr>
<td>Inspection / Laboratory Supervisor</td>
<td>$92.00 Per Hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$92.00 Per Hour</td>
</tr>
<tr>
<td>Draftsman</td>
<td>$70.00 Per Hour</td>
</tr>
<tr>
<td>Administrative Support (Word Processing)</td>
<td>$50.00 Per Hour</td>
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<tr>
<td>Review of files for processing affidavits and certifications required by various</td>
<td>$90.00 Per Hour</td>
</tr>
<tr>
<td>Governmental Agencies</td>
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<tr>
<td>Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours)</td>
<td>$250.00 Per Hour</td>
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<table>
<thead>
<tr>
<th>ENVIRONMENTAL SERVICES</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Certified Asbestos Consultant</td>
<td>$88.00 Per Hour</td>
</tr>
<tr>
<td>Certified Asbestos Inspector</td>
<td>$85.00 Per Hour</td>
</tr>
<tr>
<td>Certified Asbestos Project Manager</td>
<td>$75.00 Per Hour</td>
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<tr>
<td>Certified Asbestos Project Designer</td>
<td>$75.00 Per Hour</td>
</tr>
<tr>
<td>Certified Site Surveillance Technician</td>
<td>$65.00 Per Hour</td>
</tr>
<tr>
<td>On-Site 582 Certified Microscope</td>
<td>$65.00 Per Hour</td>
</tr>
<tr>
<td>Certified Lead Inspector / Assessor</td>
<td>$65.00 Per Hour</td>
</tr>
<tr>
<td>Certified Lead Project Manager</td>
<td>$65.00 Per Hour</td>
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<tr>
<td>Certified Industrial Hygienist</td>
<td>$180.00 Per Hour</td>
</tr>
<tr>
<td>Environmental Site Assessment (Phase II)</td>
<td>$95.00 Per Hour</td>
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<tr>
<td>Environmental Site Assessment (Phase IV)</td>
<td>$95.00 Per Hour</td>
</tr>
<tr>
<td>Indurated Hygienist</td>
<td>$100.00 Per Hour</td>
</tr>
<tr>
<td>(Prices based on 2 Hour Minimum &amp; Test Samples, Additional)</td>
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<table>
<thead>
<tr>
<th>PROJECT SERVICES</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Special Inspection</td>
<td>$102.00 Per Hour</td>
</tr>
<tr>
<td>Soils/Asphalt Technician</td>
<td>$102.00 Per Hour</td>
</tr>
<tr>
<td>Technician - Laboratory and Field</td>
<td>$102.00 Per Hour</td>
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<tr>
<td>Non-Destructive Testing (UT, MT, PT)</td>
<td>$105.00 Per Hour</td>
</tr>
<tr>
<td>Rayometer / Schmidt Hammer/Blochometer / Torque</td>
<td>$122.00 Per Hour</td>
</tr>
<tr>
<td>Quality Control Manager</td>
<td>$105.00 Per Hour</td>
</tr>
<tr>
<td>Concrete, Masonry, Asphalting or Sawing</td>
<td>$120.00 Per Hour</td>
</tr>
<tr>
<td>Floor Finish / Levelness / Include Equipment</td>
<td>$120.00 Per Day</td>
</tr>
<tr>
<td>Penetration / Emissivity</td>
<td>$102.00 Per Hour</td>
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<tr>
<td>Ground Rod Test</td>
<td>$102.00 Per Hour</td>
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<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Pick-up and Delivery - Miscellaneous</td>
<td>$50.00 Per Trip</td>
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<tr>
<td>Skidmore - Wilborn Bilt-Cell</td>
<td>$40.00 Per Day</td>
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<tr>
<td>Torque Wrench</td>
<td>$15.00 Per Day</td>
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<tr>
<td>AP Meter</td>
<td>$20.00 Per Day</td>
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<tr>
<td>Pachometer</td>
<td>$50.00 Per Day</td>
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<tr>
<td>Schmidt Hammer / Moisture Rupture Test</td>
<td>$30.00 Per Day</td>
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<tr>
<td>Ultrasonic Equipment</td>
<td>$40.00 Per Day</td>
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<tr>
<td>Magnetic Particle Equipment</td>
<td>$50.00 Per Day</td>
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<tr>
<td>Dye Penetration Equipment</td>
<td>$30.00 Per Day</td>
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<tr>
<td>Jackie Assembly</td>
<td>$25.00 Per Day</td>
</tr>
<tr>
<td>Nuclear Densimeter / Absorption</td>
<td>$20.00 Per Day</td>
</tr>
<tr>
<td>Mobile Soil Laboratory</td>
<td>$40.00 Per Day</td>
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<tr>
<td>Coring Equipment</td>
<td>$50.00 Per Day</td>
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<tr>
<td>Emissivity Test Kit / Moisture Rupture Test</td>
<td>$40.00 Per Day</td>
</tr>
<tr>
<td>Ground Rod Equipment</td>
<td>$40.00 Per Day</td>
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<tr>
<td>Testing Machine with Operator in Laboratory</td>
<td>$125.00 Per Hour</td>
</tr>
<tr>
<td>0 - 50,000 Pound Machine (Universal)</td>
<td>$125.00 Per Hour</td>
</tr>
<tr>
<td>80,000 Pound Machine (Universal)</td>
<td>$220.00 Per Hour</td>
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## CONCRETE

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<thead>
<tr>
<th>A.S.T.M.</th>
<th>Rate</th>
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<tbody>
<tr>
<td>C39</td>
<td>Concrete Cylinders (4&quot; x 12&quot;)</td>
</tr>
<tr>
<td>C495</td>
<td>Lightweight Fill Concrete (3&quot; x 6&quot;)</td>
</tr>
<tr>
<td>C39</td>
<td>Concrete or Gunite Core, 6&quot; Mould Diameter, Including Trim</td>
</tr>
<tr>
<td>C496</td>
<td>Splitting Tensile</td>
</tr>
<tr>
<td>C78</td>
<td>6&quot; x 6&quot; Beams, Modulus of Rupture</td>
</tr>
<tr>
<td>C469</td>
<td>Handling Charge, Cylinders Not Broken/Hold</td>
</tr>
<tr>
<td>C469</td>
<td>Modulus of Elasticity</td>
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## MIX DESIGN

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<th>A.S.T.M.</th>
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<tbody>
<tr>
<td>C192</td>
<td>Laboratory Trial Batch with Slump, slump, and Cylinders/Prisms, Unit Weight, Air (Sampling Test)</td>
</tr>
<tr>
<td>C367</td>
<td>Mix Design, Determination of Proportions</td>
</tr>
<tr>
<td>C684</td>
<td>Review of Existing Mix Design</td>
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## MISCELLANEOUS TESTING

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<th>A.S.T.M.</th>
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<tbody>
<tr>
<td>C567</td>
<td>Unit Weight of Hardened Light Weight Concrete</td>
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<tr>
<td>C567</td>
<td>Rapid Curing Concrete Cylinders (Boil Method)</td>
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<tr>
<td>C157</td>
<td>Drying Shrinkage (1 Bar, 4 Bar)</td>
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<tr>
<td>C495</td>
<td>Lightweight Fill Concrete Density</td>
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## MASONRY

### STRENGTH CHARACTERISTICS

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<th>A.S.T.M.</th>
<th>Rate</th>
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<tbody>
<tr>
<td>C780</td>
<td>Mortar Cylinders (2&quot; x 4&quot;)</td>
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<tr>
<td>C789</td>
<td>Mortar Cubes (2&quot; x 2&quot;) W/Mold</td>
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<tr>
<td>C140</td>
<td>Grout Cylinders (3&quot; x 6&quot;) W/Mold</td>
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<tr>
<td>C140</td>
<td>Handling Charge, Mortar or Prisms Not Broken/Hold</td>
</tr>
<tr>
<td>C140</td>
<td>Black Compression</td>
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<tr>
<td>C140</td>
<td>Black Compression &gt; 8&quot; x 8&quot; x 16&quot;</td>
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<tr>
<td>E447</td>
<td>Grouted Masonry Prism, Compression Test ≤ 8&quot; x 8&quot; x 16&quot;</td>
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<tr>
<td>E447</td>
<td>Grouted Masonry Prism, Compression Test &gt; 8&quot; x 8&quot; x 16&quot;</td>
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### STRENGTH CHARACTERISTICS

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<tr>
<th>A.S.T.M.</th>
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<td>C451</td>
<td>Moisture Content and Absorption</td>
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<tr>
<td>C140</td>
<td>Measurements</td>
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<tr>
<td>C426</td>
<td>Masonry Efflorescence</td>
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<tr>
<td>C592</td>
<td>Linear Shrinkage (CMA Method)</td>
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<tr>
<td>C592</td>
<td>Rapid Linear Shrinkage</td>
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<tr>
<td>C592</td>
<td>Brittle Modified Method</td>
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<tr>
<td>C39</td>
<td>Bond Strength</td>
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<tr>
<td>C39</td>
<td>Masonry Core - Compression</td>
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<tr>
<td>C39</td>
<td>Masonry Core - Shear</td>
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<td>BRICK</td>
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<tr>
<td>C67</td>
<td>Compression</td>
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<tr>
<td>C67</td>
<td>Modulus of Rupture</td>
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<tr>
<td>C67</td>
<td>Absorption, Soak</td>
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<tr>
<td>C67</td>
<td>Absorption, Boil</td>
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<tr>
<td>C67</td>
<td>Absorption, Saturation Coefficient</td>
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<tr>
<td>C67</td>
<td>Initial Rate of Absorption</td>
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<tr>
<td>C67</td>
<td>Efflorescence</td>
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<tr>
<td>C67</td>
<td>Efflorescence with Mortar</td>
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<tr>
<th>STEEL REINFORCEMENT</th>
<th>A.S.T.M.</th>
<th>Classification</th>
<th>Details</th>
<th>Cost/Each</th>
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<tbody>
<tr>
<td>A615</td>
<td>No. 11 Bar and Smaller</td>
<td>$35.00</td>
<td>35.00 Each</td>
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<tr>
<td>A615</td>
<td>No. 14, No. 18</td>
<td>Quotation</td>
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<tr>
<td>A615</td>
<td>Bend Test No. 11 Bar and Smaller</td>
<td>$30.00</td>
<td>30.00 Each</td>
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<tr>
<td>A615</td>
<td>Processing Mill Certificates (Per Size and Heat)</td>
<td>$20.00</td>
<td>20.00 Each</td>
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<table>
<thead>
<tr>
<th>STRUCTURAL STEEL</th>
<th>A.S.T.M.</th>
<th>Classification</th>
<th>Details</th>
<th>Cost/Each</th>
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<tbody>
<tr>
<td>A370</td>
<td>Tensile Strength</td>
<td>$45.00</td>
<td>45.00 Each</td>
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<tr>
<td>A370</td>
<td>Up to 100,000 lbs</td>
<td>$50.00</td>
<td>50.00 Each</td>
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<tr>
<td>A370</td>
<td>100,000 to 200,000 lbs</td>
<td>$55.00</td>
<td>55.00 Each</td>
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<tr>
<td>A370</td>
<td>Bend Test</td>
<td>$35.00</td>
<td>35.00 Each</td>
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<td>A370</td>
<td>Pipe Flattening Test</td>
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<td>A370</td>
<td>Bolt Tensile Test</td>
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<td>A370</td>
<td>Bolt Proof Test</td>
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<td>Nut Proof Test</td>
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<td>Machining and Preparation of Samples</td>
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<td>Brinell &amp; Rockwell Hardness Test</td>
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<td>A370</td>
<td>Processing Mill Certificates (Per Size and Heat)</td>
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<td>A370</td>
<td>Chemical Analysis</td>
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<td>A416</td>
<td>Prestress Wire (Yield / Tensile)</td>
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<td>Welder Certification (AWS)</td>
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<td>Weld Tensile Test</td>
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<td>40.00 Each</td>
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<td>Weld Bend Test</td>
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<td>Machining and Preparation of Samples</td>
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<td>Tile Breaking Strength/Absorption</td>
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<td>Mineral Shake - Flexural</td>
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<td>Mineral Shake - Absorption</td>
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<tr>
<td>C136</td>
<td>Sieve Analysis (&gt; #4 Sieve)</td>
<td>$40.00</td>
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<td>C136</td>
<td>Sieve Analysis (&lt; #4 Sieve)</td>
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<td>D422</td>
<td>Sieve Analysis (&lt; #4 Sieve), Washed</td>
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<tr>
<td>D140</td>
<td>#200 sieve</td>
<td>$50.00</td>
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<tr>
<td>D422</td>
<td>Sieve Analysis - Combined</td>
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<td>D422</td>
<td>Hydrometer with Sieve Analysis</td>
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<td>D4318</td>
<td>Liquid and Plastic Limit</td>
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<td>D2419</td>
<td>CAL TM 217 Sand Equivalent (Set of Three)</td>
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<td>D2419</td>
<td>CAL TM 217 Cleanliness Value</td>
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<tr>
<td>C127</td>
<td>Specific Gravity and Absorption (&gt; #4 Sieve)</td>
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<td>C127</td>
<td>Specific Gravity and Absorption (&lt; #4 Sieve)</td>
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<td>C127</td>
<td>Specific Gravity (p &lt; #4 Sieve)</td>
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<td>Specific Gravity (p &gt; #4 Sieve)</td>
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<td>D2216</td>
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<td>D3230</td>
<td>Direct Shear Quick Undisturbed</td>
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<td>Direct Shear Slow Undisturbed</td>
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<td>D2166</td>
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<td>D2435</td>
<td>Consolidation - Time Rate</td>
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<td>D2435</td>
<td>Consolidation - Without Time Rate</td>
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<td>UBC 18-2</td>
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<td>D1683</td>
<td>Bearing Ratio w/o M, D, Curve - Per Point</td>
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<td>D2944</td>
<td>CAL TM 301 R-Value (3 Points)</td>
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<td>D2937</td>
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<td>D1557-A, B</td>
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<td>D1557-C</td>
<td>Maximum Density</td>
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<tr>
<td>D698-A, B</td>
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<td>D698-C</td>
<td>Maximum Density</td>
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<td>C39</td>
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<td>C29</td>
<td>Unit Weight - Rodded</td>
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<td>CAL TM 216</td>
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<td>CAL TM 417</td>
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<td>CAL TM 422</td>
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<td>Corrosivity Series</td>
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AGGREGATE PROPERTIES

A.S.T.M.
C131  LA Abrasion..............................................$ 140.00 Each
C595  LA Abrasion..............................................$ 150.00 Each
C86   Soundness.................................................$ 275.00 Each
C40   Organic Impurities......................................$ 40.00 Each
C142  Clay Lumps / Frangible Particles......................$ 90.00 Each
C235  Soft Particles.............................................$ 75.00 Each
C123  Cool & Lignite............................................$ 100.00 Each
CRD 1-9 Percent Blangulation / Flats.........................$ 145.00 Each
CALTM 205 Percent Crushed....................................$ 100.00 Each
CALTM 229 Durability...........................................$ 150.00 Each

MIX DESIGN / CONTROL
A.S.T.M.
D1551  CALTM 3D4 Compacted Maximum Density - HVEEM..............................................$ 120.00 Each
D1559  Compacted Maximum Density - MARSHALL..............................................$ 130.00 Each
D1664  Stabilization.............................................$ 65.00 Each

ASPHALT CONCRETE

GENERAL TESTING
A.S.T.M.
D312  Bitumen Content...........................................$ 100.00 Each
D36, C117 Gradation of Extracted Sample, $ 50.00 Each
D1188 Unit Weight - Molded Specimen of Cores.................................$ 50.00 Each
D2041 Theoretical Maximum Density .......$ 75.00 Each

D1551  CALTM 3D4 Compacted Maximum Density - HVEEM..............................................$ 120.00 Each
D1559  Compacted Maximum Density - MARSHALL..............................................$ 130.00 Each
D1664  Stabilization.............................................$ 65.00 Each

BASIS OF CHARGES

1. A 2-hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00 p.m. of the preceding day. A minimum four and 8-hour charge per day with one half hour invoiced for the field daily report.
2. Overtime will be invoiced at 1.5 times the hourly rate for services from 4:00 PM - 6:00 AM and more than eight (8) hours up to and including twelve (12) hours per day. Premium time will be billed at 1.15 times for over twelve (12) hours in any one day, Saturday and Sunday. Holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day and will be assessed at triple time, high priority laboratory testing at the client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. There will be no charge for travel time for deputy inspection. Services requiring specialized equipment or radiation will be invoiced pro rata to the scheduled.
4. Reimburseable expenses such as parking, airfare, car rental, food and lodging will be charged at cost plus 15%, unless provided.
5. Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus 20% unless otherwise noted.
6. Prices are based on current prevailing wage rates through February 1, 2019 at which time the hourly rates will increase by 3.4% to compensate for mandatory increases as set forth by DIF.
January 2, 2018

Ms. Marianne Sierra
M T G I. Inc.
2992 E. La Palma Avenue, Suite A
Anaheim, CA 92806

Subject: Disadvantaged Business Enterprise Certification

Dear Ms. Marianne Sierra,

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 541330: TESTING LABORATORIES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Your DBE certification applies only for the above code(s). You may review your firm’s information in the CUCP DBE database which can be accessed at the CUCP website at www.california-cup.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm’s name, business mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 933-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

[Signature]
Shirley Wong
Sr. Certification Officer
Diversity & Economic Opportunity Department
January 2, 2018

Ms. Marianne Sierra
M T G L Inc.
2992 E La Palma Avenue, Suite A
Anaheim, CA 92806

Subject: Small Business Enterprise Certification

Dear Ms. Marianne Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS 541380: TESTING LABORATORIES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Your SBE certification is valid for five years from the date of this letter and applies only for the above NAICS code(s). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing SBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your SBE status remains current. If there are changes, Metro will review to determine continued SBE eligibility. Please note, your SBE status remains in effect unless Metro notifies you otherwise.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update application, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at (213) 922-2600.
For information on Metro contracting opportunities, please visit our website at

Sincerely,

Shirley Wong
Sr. Certification Officer
Diversity & Economic Opportunity Department
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
LOCAL AGENCY ENGINEERING ASSOCIATES, INC.,
DBA LAE ASSOCIATES, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Local Agency Engineering Associates, Inc. DBA LAE Associates, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide on-call construction management and inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s September 16, 2019 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: March 10, 2020

3.4 “Expiration Date”: March 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall
operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Dollars ($1,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way
Professional Services Agreement
LOCAL AGENCY ENGINEERING ASSOCIATES, INC.,
DBA LAE ASSOCIATES, INC.
Page 3 of 14

affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Fred Alamolhoda, President, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.
12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.
14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.
16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.
23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”  
CITY OF PICO RIVERA

“CONSULTANT”  
LOCAL AGENCY ENGINEERING ASSOCIATES, INC., DBA LAE ASSOCIATES, INC.

______________________________ ___________________________________
Gustavo V. Camacho, Mayor         Fred Alamolhoda, President

Dated: ________________________    Dated: _____________________________

ATTEST:                        APPROVED AS TO FORM:

___________________________ ___________________________________
Anna M. Jerome, City Clerk        Arnold M. Alvarez-Glasman, City Attorney
Proposal to Provide
On-Call Construction Management and Inspection Services
– City of Pico Rivera –

Contact Information:
650 North Rose Drive, # 182
Placentia, CA 92870
Tel: 714.993.2840
LAEassociates.com
September 16, 2019

Kenner Guerrero
Associate Engineer
Public Works Department
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

SUBJECT: PROPOSAL TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Dear Mr. Guerrero:

Local Agency Engineering Associates, Inc., DBA LAE Associates, Inc. (LAE) is pleased to have the opportunity to submit our proposal to the City of Pico Rivera (City) to provide On-Call Construction Management and Inspection Services. Throughout this letter and submittal, we express our sincere interest in working closely with the City, our extensive experience, as well as our understanding of the City’s needs from this partnership. We constantly work with agencies who have very similar and comparable projects as the City does, enabling us to reinforce our knowledge and present our expertise to the City. The key staff members designated have over thirty (30) years of Public Works Construction Management/Observation (Inspection) experience.

We understand that Capital Improvement Program (CIP) and Engineering projects are designed to enhance the quality of life by improving the City’s infrastructure. LAE understands that certain City projects may utilize Federal-Aid funds. Our team has successfully completed and managed several Federal-Aid, State, or other funded projects. With team members having worked for various Cities, Counties, Caltrans, and other public agencies, LAE presents itself as having a firm grasp of the intricacies and details associated with the nature of this work.

LAE proposes to have three sub-consultants as part of its team: Willdan Geotechnical for Materials Testing GCAP Services, a DBE firm for Labor Compliance Administration, JMDiaz, Inc. (JMD), a DBE firm for Traffic Engineering projects/reviews.

We have received the City’s Addendum No. 1. The signed copies of the Addendum No. 1, Appendix B, Non-Collusion Affidavit, Appendix C, Consultant’s Acknowledgment of Compliance with Insurance Requirement and Appendix C, Certification of Proposal are included in the Appendix section of this proposal.
This Proposal is valid for ninety (90) days from September 16, 2019. LAE is a California S-Corporation incorporated in March 2007 in California. Mr. Fred Alamolhoda, President of LAE is authorized to bind the firm in a contractual agreement. Mr. Alamolhoda’s contact information is listed below.

Please feel free to contact me with any inquiries regarding this proposal at 714-993-2840 or FredA@LAEassociates.com.

Sincerely,

Fred Alamolhoda, P.E.
President
# Table of Contents

A) Assigned Personnel ....................................................................................................................... 1  
B) Understanding the Scope of Services .......................................................................................... 7  
C) Methodology and Work Plan ........................................................................................................ 10  
D) Project Management – Statement of Qualifications .................................................................... 18  
   
   Schedule of Hourly Labor Rates .................................................................................................. 23  
   Contract Exceptions ....................................................................................................................... 23  
   References ....................................................................................................................................... 24
A) Assigned Personnel

LAE Associates, Inc. (LAE) is a provider of professional engineering services to public agencies across Southern California, with an objective of bettering the communities we live in and ensuring the satisfaction of our clients. In 2007, LAE was founded on the premise of enhancing the processes, outcomes, and nature of municipal projects and currently employs over ten (10) professionals. LAE is a Small Business Enterprise (SBE) firm and being a California corporation, LAE’s clients include California cities, counties, and other public agencies.

Shown below is a Project Organization Chart representing the team members in which LAE has carefully selected to work with the City. These individuals will closely work with the City in order to achieve the goals set forth by the RFP.

Figure 1: Project Organization Chart

- Material Testing
- Labor Compliance Administration (DBE Firm)
- Traffic Engineering (DBE Firm)
The references of similar projects that LAE has worked with the selected sub-consultants are listed on the “Partial List of Relevant Project Experience” section of this proposal on pages 21, 22, and 23 (client name, project description, dates, technical expertise, staff designated, and clients’ contact information).

The following table illustrates LAE team members experience for the City’s On-Call Construction Management and Inspection needs:

<table>
<thead>
<tr>
<th>Personnel, Role, Education, Years of Experience</th>
<th>Experience Summary</th>
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| **Nasser Abbaszadeh, P.E.**  
**Senior Const. Manager, LAE**  
**Education:** M.S Civil Engineering  
**Years of Experience:** 36 years | Mr. Abbaszadeh has over 36 years of progressively varied experience with multiple cities. Positions included being the City Engineer and Public Works Director for three (3) different agencies. Has been involved with Subdivisions, Grading, Site Improvement, Traffic Engineering, Capital Improvement Program (CIP), Environmental Studies, Administration and Budgeting, Contract Services Management, Parks and Building Maintenance, Water Engineering, and other areas. This varied engineering experience makes Nasser a valued team member who has the flexibility and experience to work on multiple aspects of any project. He has been assisting the City of Diamond Bar as Contract Deputy City Engineer/Senior Project Manager since February 2019 providing staff oversight, project management, construction management for multiple project. He will be available to assist the City of Pico Rivera with its CM needs. |
| **William O. Bayne, P.E.**  
**Senior Const. Manager, LAE**  
**Education:** B.S. Civil Engineering  
**Years of Experience:** 45 years | Mr. William O. Bayne will be the Senior Construction Manager for the City’s Public Works projects and will be a great asset to the City and LAE. He brings over 45 years of experience with public agencies, having knowledge in many Transportation and Water projects, Construction Management, Municipal Engineering, Project Management, Design, Project Documentation, and Closeout. He has been involved in overseeing engineering, design, and funding for Public Works projects; administered bid packages, pre-bid conferences, contract negotiation, project change orders, and close outs; and managed construction and professional service contracts. He has been assisting LAE’s Clients with their PM/CM needs since November 2016. His considered an expert in managing construction of a variety of public works project. Currently, he is managing the City of Lomita’s $1.6 million Walnut Street Water Main Replacement and Street Rehabilitation Project. |
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<th><strong>Ross Anderson, P.E.</strong>&lt;br&gt;Senior Const. Manager, LAE&lt;br&gt;Education: B.S. Civil Engineering&lt;br&gt;Years of Experience: 32 years</th>
<th>Mr. Ross Anderson will be the Senior Project/Const. Manager for the City’s CIP projects. He brings over 32 years of Project and Construction Management experience, working for both public and private entities. At the City of Laguna Niguel, Mr. Anderson served as Senior Civil Engineer in the Public Works Department, conducting Project Management of several CIP projects in different stages of development. He also conducted plan checking on design projects. Projects included storm drains and park monument signs. At the City of Manhattan Beach, he conducted Project Management of eleven (11) CIP projects. He has conducted plan checks for the Cities of Diamond Bar, El Monte, and Menifee, which were CIP projects, planned communities, and grading plans. Other work has been performed for L.A. County Sanitation Districts, Anaheim, Long Beach, and other agencies. He recently completed his CFD assignments and overseeing a Sewer Relining Project at the City of Chino.</th>
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<td><strong>Steve Enna</strong>&lt;br&gt;Senior Const. Manager, LAE&lt;br&gt;Education: B.S. Civil Engineering&lt;br&gt;Years of Experience: 35 years</td>
<td>Mr. Steve Enna has over 35 years of comprehensive experience in Project Design and Management, with familiarity in all aspects of Public Project Development and Construction. Project oversite of the Design and Construction Management of various roadway (pavement improvements such as street reconstruction, overlay, slurry seal, chip seal, cape seal, concrete pavements and complete street reconstruction projects), buildings and facilities, as well as water, storm drain, and sewer pipelines, road, bridge, traffic signalization and park improvements. Formulated and implemented policy to ensure that all permit work, as well as public works projects, are constructed in compliance with ADA standards. Interface frequently with various City/County, State and Federal agencies in managing various CDBG, FHWA, Federal EDA funded projects. Monitoring projects’ budget, working within the funding allocated through Private and Public funding. He is currently assigned to manage the City of El Monte’s multi-million dollar Slurry Seal, Cape Seal, Street Rehabilitation and other Improvements Project.</td>
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<td><strong>Mamoun Aldwir</strong>&lt;br&gt;Senior Construction Observer, LAE&lt;br&gt;Education: Civil Engineering Major, CSUF; AA Pre-Engineering, Butler County Community College, El Dorado, KS&lt;br&gt;Years of Experience: 29 years</td>
<td>Mr. Mamoun Aldwir has over 29 years of experience in public works engineering. The experiences include public works inspection, field and office engineering of new street improvements and existing roadways (curbs, gutters, curb ramps, driveway approaches, storm drain facilities, sub- signage/striping) sewer, waterline, parks, commercial and residential land</td>
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| **Hamid Matinpour, P.E.**  
**Senior Construction Observer, LAE**  
**Education:** MS, Bridge/Structure Engineering, Surrey University England & BS, Civil Engineering, Tehran University, Iran  
**Years of Experience:** 35 years |
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<td>Mr. Hamid Matinpour has over 35 years of Construction Management and Observation experience. Has worked on Public Works and Caltrans projects, including roadway infrastructure, highway, bridge, and maintenance facility projects. Throughout his project experiences, he has been responsible for roadway, freeway, and related operations/activities including traffic control and roadway structure construction such as grading, excavation, embankment, base, sub-base, asphalt concrete, PCC paving, and striping. Understands the development and incorporation of the Storm Water Pollution Prevention Program (SWPPP) and implementation of Best Management Practices (BMPs). Performed document control, including quantity calculations and monthly progress payment estimates, daily reports, change orders, and field design changes. Currently, he is the Construction Observer/Resident Engineer for the City of Lomita’s $1.6 million Water Main Replacement and Street Rehabilitation Project.</td>
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| **Ken Manera**  
**Senior Construction Observer, LAE**  
**Education:** Courses in Construction Management from San Bernardino Valley College and Cal Poly Pomona  
**Years of Experience:** 45 years |
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<tr>
<td>Mr. Ken Manera will be assigned as a Senior Construction Observer for the City of Pico Rivera’s Public Works projects. He is an experienced Construction Observer, having worked for both the public and private sectors. His thorough, unique, and practical experience in developing asphalt concrete and concrete pavement, curbs, gutters, water and sewer lines, raised medians, safer pedestrian and bicycle crossings, intersections, striping, sidewalks, Class II bike lanes, signals, and lighting will be beneficial to the City, LAE, and the overall quality of construction. He is currently providing Construction Observation/Inspection support at the Cities of San Dimas and Lomita.</td>
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| **Mark Daneshi, P.E.**  
**Senior Construction Observer, LAE**  
**Education:** B.S. Civil Engineering, CSULA |
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<tr>
<td>Mr. Mark Daneshi has over 35 years of progressively varied experience with both Public and Private Agencies. Positions involved Resident Engineering, Traffic/Transportation and Structural Engineering</td>
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<tr>
<td>Name</td>
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<tr>
<td>Mr. James Long</td>
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<tr>
<td>Mr. Kevin Alamolhoda</td>
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<td>Ms. Grace Alvarez</td>
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the agency and will assist in streamlining the project and agency needs. She will be available to assist the City of Pico Rivera with its Federal, State, and other Funding Compliance needs. Currently, she is assisting the following cities and agencies with similar needs: Arcadia, Chino, CVAG, Montclair, Rialto, and Seal Beach.

### Ross Khiabani
Geotechnical Engineer, Willdan

**Education:** M.S. Civil Engineering  
**Years of Experience:** 35 years  
**Sub-Consultant**

Ross Khiabani, P.E. of Willdan Geotechnical (Willdan) will be the project manager for the City Project. Willdan offers geotechnical engineering, engineering geology, and construction material testing and inspection services. We also maintain a full-service soil testing laboratory certified by the City of Los Angeles and California Department of Transportation. Consulting engineering and construction support services are provided to public agencies for capital improvement projects, and to private developers for major civil and commercial/industrial projects, or as third-party reviews.

### Sylvia Linn
Labor Compliance Manager, GCAP Services

**Education:** J.D., M.B.A  
**Years of Experience:** 17 years  
**Sub-Consultant**

Ms. Sylvia Linn has over 15 years of compliance and assessment related experience. She leads labor compliance practices and provides clients with audit, assessment, and study related support. Sylvia has extensive experience providing both California and federal prevailing wage consulting services. She leads many of the audits and studies, providing analytical reviews of existing practices, development of best practices, and recommendations to improve processes and procedures. Since 2014, GCAP Services has provided DBE and Labor Compliance Administration Services to LAE’s CM/Construction Observation projects in Azusa, Chino, Compton, El Monte, Laguna Niguel, and Lomita.

### Steve Itagaki, P.E., T.E., P.T.O.E.
Traffic Engineering Support, JMD

**Education:** B.S. Civil Engineering  
**Years of Experience:** 27 years  
**Sub-Consultant**

With over 27 years of Civil Engineering experience as a Project Manager, Mr. Itagaki has worked on a variety of traffic engineering projects for client cities, counties outside agencies, private sectors, and the California Department of Transportation (Caltrans). JMD originally founded in 2001, and incorporated as JMDiaz Inc. (JMD) in 2005. JMD provides traffic analyses, design, including warrant analysis, traffic impact studies as well as traffic management plans. JMD performs designs including signage, channelization, traffic signals, field assistance, and street/parking lot lighting.

### Table 1: Staff Snapshot
B) Understanding the Scope of Services

The City of Pico Rivera (City) has issued an RFP for On-Call Construction Management and Inspection Services to obtain qualified consultants and ensure the City's growth needs are met. The LAE team is a group of highly experienced personnel who have in-depth knowledge of Engineering and CIP projects, from conception to completion. Each of our proposed key team members have over thirty (30) years of Public Works experience, having been former City Engineers, Public Works Directors, and Senior Engineers. We set forth to meet and surpass the outlined Scope of Work, placing emphasis on the outcome of projects by ensuring an improved infrastructure for the communities in the City.

The City intends to improve its overall infrastructure through a series of CIP and Engineering projects. We understand that CIP projects are designed to enhance the quality of life for the citizens.

LAE has a demonstrated a history of providing Consultant Services for the service area we are proposing for: Construction Management and Inspection, having worked very closely with Cities, Counties, Caltrans, SBCTA, and other public agencies. We are the on-call consultant for many of our clients, assisting them in times of urgency as well as year-round on a variety of Public Works projects.

Having familiarity with the area allows us to provide our services in a time-effective and efficient manner with high caliber outcomes. LAE employees have experience in the public sector and know the intricacies involved in the RFP’s line of work. The management of the firm has over thirty-six (36) years of Public Works experience, having been employed with a number of cities and CT on relevant practices. The LAE team has been successful in its efforts due to its high quality and timely project delivery, experienced staff, loyal clients, and reputable project partners it possesses.

Our approach to managing infrastructure projects is to take a results-oriented view. This means LAE takes calculated actions, proactively seeks solutions on potential issues and plans ahead of schedule. In order to meet and surpass the City's needs and desires, the LAE team will thoroughly review the contract documents. Prior to the start of construction, LAE will have a detailed comprehension of the Plans and Specifications. The project schedule will also be followed with the budget in mind, while preserving safety. The LAE team will review the entire project: comprehend and follow the schedule, be aware of the projects' federal funding/budget and terms and have a thorough understanding of the scope of work. LAE will develop CM, Materials Testing, Inspection, Public outreach and labor compliance administration systems specific to each project's needs, in order to ensure proper task management of projects.
To have everyone on the same page, clear and prompt communication will be held by LAE, the City, and stakeholders of the project. The Construction Management team will continuously be accessible via phone and email during construction of projects, actively communicating and updating members involved in projects.

Our proposed team possesses practical, relevant, and quality experience on projects with nearly the same Scope of Services. We are equipped to bring our familiarity and know-how to the City and be of contribution to the projects.

We have developed a series of internal checklists to ensure proper conduct on different types of projects with unique needs. Our system of tracking project data and information, using logs, databases, computer programs, and innovative practices, will allow us to undertake the City's projects in a timely and efficient manner.

With the use of schedules, we can track the progress of projects and look into potential upcoming conflicts. Staffing needs are also projected with the use of such systems. Critical tasks and milestones will clearly be identified, with dates shown to visualize when submittals need to be received, construction activities are to be completed, and meetings are to be conducted. Further detail of our key issue management approach is discussed in the proposal.

Since we provide Program and Fund Management as an exclusive service to some of our clients, we will incorporate our methods of managing project funds and budgets into the City's construction projects, especially for Federal Aid projects.

Considering that projects may utilize federal funding, projects shall comply with the following funding requirements:

- Clearance from federal debarment
- Disadvantaged Business Enterprises (DBE)
- Submitting construction award package to CT
- Buy America
- CT Approved Quality Assurance Program (QAP) and testing
- Contract documentation and Weekly Statement of Working Days Reporting
- Bid Quantity, progress payment, and documentation for CT invoicing
- Prevailing wages and labor compliance
- LAPM’s Contract Change Order (CCO) and CCO memo
- LAPM's construction, and other federal guidelines
- LAPM’s progress/final invoicing, and closure package
- CT and FHWA’s review process
When selected, the LAE team will review the Project Plans and Specifications, visit the project sites, and take notes on the project needs. We understand the City's goal of engaging in multiple CIP projects in the coming years is to create an improved, safe, and enhanced infrastructure for residents, businesses, and visitors.

**Constructability Review:** LAE will review the Plans and Specifications to ensure that contract documents are complete before projects are advertised for bids, if requested by the City. LAE's CM will provide a thorough review of the construction sequence necessary to complete the improvements included in the contract documents, conduct thorough review of the construction plans and specifications, and prepare a list of the following for constructability review, including potential recommended corrections:

- Challenges of completing any element of construction
- Conflicts between elements or the environment
- Construction components not appropriately compensated by bid schedule

Each identified item of concern will be verified with the design teams since we may have more than one project. Once a set of recommended corrections is developed, it will be ensured that time constraints to correct these items will impact their implementation and/or schedule.

LAE has reviewed the City of Pico Rivera's Adopted Budget for Fiscal Year (FY) 2019/2020. LAE Team understands that the City anticipates over $26 million in Capital Improvement Program (CIP) projects during FYs 2018 and 2022. The CIP projects will include Grade Separation, Underpass, Left-Turn & Other Signal Improvements, street rehabilitation, fueling facility conversion & upgrade, raised median, intersection improvements, Regional Bikeway, Bridge Rehabilitation, AMR Meter Replacement, Booster Pump Upgrades, traffic signals, sidewalks, HVAC Upgrades, Traffic Enhancement, Well Improvements, Irrigation & Landscaping, Overlay Improvements, Park Improvements, Reconstruction of Residential Streets, Reservoirs Recoat Water Main Replacement, Signing/Striping, City Yard Generator/Transfer Switch Improvements, Reader Board replacement, Safety Enhancements, Roof Replacement, Bridge Seismic and other related Projects.

![Figure 1: Pico Rivera 2019-20 Adopted Budget](image)
C) Methodology and Work Plan

The Construction Management and Inspection services will be provided in three phases:

- Pre-Construction (Task 1 of RFP)
- Construction Phase (Task 1 of RFP)
- Post-Construction (Task 6 of RFP)

Pre-Construction Phase:

Upon opening bids for projects and evaluation of potential contractors, the City of Pico Rivera will select the lowest responsive bidder as the contractor for the construction of each project. As the selected consultant, if requested LAE will review the apparent low bidder’s proposal for compliance, debarment, DBE compliance, sub-contracting, and licensing requirements, and provide recommendations to the City. The lowest responsive contractor’s references will be checked, and recommendations will be given to the City for the construction contract award. When the contractor’s bonds and insurance requirements have been approved and the contract between the contractor and City has been fully executed, we will send out a Pre-Construction Conference notice to schedule a meeting with the City representatives from various departments, Caltrans, Project Design Engineers/Landscape Architects, contractor, sub-contractors, utility companies, LAE team, schools, and other stakeholders.

LAE will prepare the Pre-Construction meeting agenda for the City’s review. The following items will be reviewed at the Pre-Construction meeting:

- Plans and Specifications
- Submittals and the approval process
- City General Funds, State, Federal Grants, Proposition C, Measures A, M, R, Transportation Development ACT, Article 3 (TDA 3), Public Image Enhancement and other Funds
- Federal Requirement, such as Buy America, DBE, and Quality Assurance Program (QAP)
- Geotechnical Materials Testing Services
- Materials acceptance and approval process
- Coordination with the City, Departments, and other impacted agencies; Coordination with Impacted Utilities and Outside Agencies; Street Sweeping and Waste Pickup Schedules; Coordination with transit companies and similar entities; Schools, residents, and businesses affected by the project (Task 4 of RFP)
- Public Notices
- Construction Schedule
- Traffic Control/Phasing Plan
- Traffic Control
- Encroachment Permits, if any
- Agreed communication with the Construction Manager and Project Inspector(s)
- Labor Compliance Administration (Interviews, Payroll Reviews, etc.)
- Weekly Statement of Working Day Reports
- Contract Change Order (CCO) process
- Contract time
- Progress meetings during construction
- Inspection process
- Final project walkthrough
- Punch list items
- Preparation of as-built drawings
- Project acceptance
- Other details

As the Construction Management provider, LAE will ensure that the construction duties of each project are conducted in line with the City’s contract documents, Standard Specifications for Public Works Construction (Green Book) with all supplements, any variation from or exception to the standards, the City’s QAP, and other City and industry standards for standards for street traffic, water, storm drain, sewer, facility and community facility district projects.

Therefore, upon receiving the City’s Notice to Proceed, LAE will:

- Review contractor’s bid and assist the City with tasks described earlier.
- Schedule kick-off meetings with the City staff and other parties.
- Schedule Pre-Construction Meetings.
- Schedule Field Pre-Construction Meetings.

**Construction Award Information:** If requested by the City, we will prepare the required Construction Award Package in accordance with the CT Local Assistance Procedures Manual (LAPM) for federally funded projects.

**Construction Phase (Task 1 of RFP):**

- **Review Traffic Control Plans:** LAE will review contractor’s traffic control/staging plans and discuss them with the City Project Manager. The final plans will be approved by the City based on LAE’s comments and recommendations. LAE’s Construction Observer will also review the plans in advance and enforce the traffic control/staging plans and safety requirements in and around construction zones. Detours, shutdowns, and

![Figure 2: Laying of waterpipe.](image)
emergency vehicle access will be checked by LAE’s Construction Observer. LAE has selected JMDiaz (JMD), a DBE firm to assist LAE CMs with Traffic Control and Traffic Signal Related Projects and reviews. LAE has been working with JMD since 2016. JMD originally was found in 2001 and incorporated in 2005. JMD provides traffic analysis, warrants studies, traffic impact studies as well as traffic management plans. They also perform designs as such signage, channelization, traffic signals, street/parking lot lighting as well as field assistance.

- **Meetings**: Have weekly, bi-weekly or as-needed team meetings with Contractors, City Project Manager(s), and other key members to go over projects, schedules, projected tasks, approval of submittals, forecasted issues, project scheduling, among other things. Meeting agendas and list of attendees will be created and provided to participants. Meeting minutes will be prepared. Noteworthy projects’ issues will be brought to attention and handled accordingly.

- **Contract Administration services pertaining to the Construction Management of projects will be conducted.**
  - **Issues Management**: Manage and coordinate tasks among members involved in the projects as directed by contracts in order to provide the City with a proper CM outcome. Continuously evaluate construction of projects and communicate with the City. Develop and maintain clear lines of communication between City, CM, LAE’s Construction Observers, and Contractors. Correspondence, reports, comments, and other documentation will be developed among these members for ease of communication.

- **Schedule**: LAE’s CMs will ensure that the Master Projects’ Schedules and 2-Week Look-Aheads are updated by Contractors to represent up-to-date construction conditions and reflect the decisions made. Parties will be notified of any deviation from schedules, and noncompliance will be corrected accordingly.
  - **Cost Control**: Projects funding will be monitored. Cost reduction proposals and the contractor’s construction methods will be reviewed for compliance with plans and specifications, making sure projects are executed within budget and in a timely manner. Contracts’ payments, material quantities, and change order payments will be reviewed.

- **Labor Compliance (Task 3 of RFP)**:
  The Labor Compliance Administration for the City projects will be provided by GCAP Services (GCAP), a DBE firm. LAE has been working with GCAP since 2014. Mrs. Sylvia Linn of GCAP Services will provide comprehensive Labor Compliance administration services for the project. She has over

Figure 3: Labor Compliance Interview
15 years of compliance and assessment related experience. She leads labor compliance practices and provides clients with audit, assessment, and study related support. She leads many audits and studies, providing analytical project reviews. Sylvia has extensive experience providing both California and federal prevailing wage consulting services and her team will provide the following tasks:

- Ensure the prime contractors and sub-contractors attend the pre-construction meetings, submit Certified Payrolls and other related documents. Review the labor compliance administration and interview process with Contractors and sub-contractors.
- Interview contractors/sub-contractor(s) workers as required.
- Ensure proper posting of the appropriate Federal and State Wage Determinations and Federal Labor Compliance posters on the project site.
- Review the Certified Payroll records, fringe benefit statements/other documents, interview forms, daily logs, and compare for accuracy. Prepare reports of any deficiencies.
- Request Contractors to turn in back up documents for prime contractors, subcontractors, second tier subcontractors, and unlisted subcontractors (contracts less than $10,000) working on the project.
- LAE has provided these services in-house or through GCAP Services, our sub-consultant, for the following Cities: Azusa, Baldwin Park, Chino Claremont, Diamond Bar, Inglewood, Fontana, Montclair, Perris, Pomona, San Dimas, and Signal Hill.

**Change Orders:** Contract Change Orders (CCOs) may be requested by the City, Contractors, CMs, or design engineers. When proposed changes are requested, LAE CMs will determine the need for changes, check for conformance to standards, consider other remedies, methods of compensation, impact on contracts’ time, estimates of cost, and the likelihood of final approval.

If the CMs find the proposed changes are reasonable, change orders file will be established. Documents prepared by the CMs for Change Orders will be given to Contractors for pricing. At the same time, Independent Cost Estimates (ICEs) and time impact analysis will be prepared by the LAE’s CMs. The CMs will review Contractors CCO proposals/estimates and compare them to ICEs.
Based on the reviews, the CMs will provide recommendations to the City. If negotiation is authorized, LAE CMs will perform the negotiations with Contractors and prepare the CCOs and CCO memos per the City’s format and LAPM guidelines for execution.

If a unit cost is not set prior to the work being conducted, LAE’s Construction Observer(s) will collect Time & Material (T&M) tickets at the end of each day. All documentation regarding change orders will be kept, including dates of Contractor notification, interim steps, recommendations by the CM, and the final decision.

- **Dispute Resolution:** A set of procedures will be established by the City and LAE in order to implement if any disputes and/or claims arise. These procedures will be used to resolve any potential issues.

- **Geotechnical Services (Task 5 of RFP):** Willdan Geotechnical (Willdan) with Caltrans Certified Laboratory and Technicians will provide the required Geotechnical and Quality Assurance/Quality Control (QA/QC) services. LAE has been working with Willdan since 2006. They will provide field testing of subgrade, aggregate base, and asphalt pavements. Willdan will also provide soil, base materials, asphalt concrete, rubberized asphalt, concrete, and other laboratory testing of the construction materials in accordance with the City’s Caltrans approved QAP and projects requirements. They will prepare and submit test results daily to construction Management Team. As part of their services, they will provide materials testing management and engineering support, as needed.

- **Public Relations:** Assist the City in upholding a good relationship with the public. The CM teams will promptly attempt to alleviate problems and inform the City’s Project Managers as soon as possible. If requested in addition to LAE’s CM and Inspector, LAE will assign Grace Alvarez, fluent in English and Spanish and Kevin Alamolhoda, Assistant Project Manager to assist the City with the public relations and outreach efforts of specific projects. Having good public relations with the general public is important to all of projects. Construction activities may be adjacent to private residences, schools, businesses, and other entities. LAE aims to reduce any disturbance caused by construction. Our Construction Observers will be addressing concerns from the public and will work with the Contractors to manage potential concerns brought up by the public, residents, businesses, and property owners.
On CIP projects, proper communication between the CM teams, residents, and businesses is critical to reduce disruptions to the area. We will need to understand busy, high-traffic, neighborhood issues, schools’ concerns and high-speed times in order to allow for access during such periods. To assist with the public relations efforts of this contract, we will:

- Maintain logs of all phone calls received.
- Work with Contractors for timely resolution of issues.
- Listen to community concerns and adhere to them.
- Pass out fliers, newspaper notifications, as needed and approved by the City, about noise, dust, access to residences and businesses, construction duration, and suggested alternate routes.
- Ensure changeable message signs are present to alert traffic of the period of potential delays during lane closures.
- Communicate with emergency services regarding any events that may raise emergency calls from the public.
- Provide information to the City to place on their website.
- Plan, schedule, organize, and actively participate in community meetings, if requested by the City.

- **Permit/Environmental Compliance:** Review the Contractors’ “Best Management Practices” plan prior to start of construction. Inspect the Contractor's application to avoid storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
- **Progress Payments:** Process contractors payment requests and provide City with appropriate backup documentation for work completed in the subject period in accordance with the LAPM guidelines on federally funded transportation projects.
- **Funds Reimbursement Invoicing:** LAE will prepare CT progress invoices for the reimbursement of federal funds in accordance with the LAPM guidelines for federal projects.
- **Monthly Status Reports:** Assess Contractors’ schedule of values compared to payment applications. Provide comments to the City regarding monthly progress payment applications submitted by contractors. Reports containing

Figure 6: New Fire Hydrant, Lomita, CA
projects’ progress, CCOs, as well as cost and schedule matters will be prepared monthly.

- **Site Safety:** Review and check the contractors’ safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. LAE’s Construction Observers will enforce on-site safety standards and will report any observed deviations to the City.

- **“As-Built” Drawings:** LAE’s Construction Observers will have copies of plans on the site with all up-to-date changes. Upon completion of construction, LAE will have “As-Built” verification of projects and provide copies of “As-Built” plans to the City and involved parties. Drafting of the “As-Built” plans will be performed by others.

- **Construction Observation/Inspection (Task 2 of RFP):**
  Field observation will be conducted by the CM and Construction Observation teams. Thorough site observations of the project’s general process will be carried out regularly and information will be recorded. LAE’s Construction Observers will:
  - Attend all meetings
  - Confirm compliance with Americans with Disabilities Act (ADA) requirements and contract guidelines
  - Verify contractor’s construction stakes
  - Coordinate and schedule sampling and testing of construction materials (soil, base materials, concrete, conventional asphalt concrete)
  - Retain delivery tickets
  - Ensure survey markers disturbed are restored by contractors
  - Record construction changes to use for the preparation of the record drawings
  - Report any applicable regulations by Contractors and sub-contractors
  - Have a copy of the contract documents and construction-related documents at the construction sites
  - Interview contractors and subcontractors’ workers for Labor Compliance
  - Take and maintain project sites/construction activity photos
  - Communicate with utility companies and other agencies

Figure 7: Tree removal for curb ramp construction.
Prepare Daily Reports, on LAE, City, or CT format, which will consist of:

- Contractors working hours on the jobsite
- Contractors and subcontractors' personnel/equipment on jobsites.
- Weather conditions and impact on the progress of the work.
- All communications with prime contractors and other parties.
- Daily use of contractors and subcontractors’ equipment.
- Observations relevant to the work progress, including deficiencies or violations of contract by contractors.
- Delivery of materials to the project sites.
- Observed or foreseen delays contractors action plans.
- Claims, additions, removals pertaining to contract items.
- Visitors who come to the job sites with interest in projects.
- Work activities.
- Construction progress.
- Quantities measurements.
- Photographs

Post Construction Phase (Task 6 of RFP):

- Contract closeout services will include passing on of projects to the City, management of warranty activities, and demobilization of Contractors and CM staff.

- **Final Walkthrough:** Upon completion of projects, we will schedule final walkthrough of projects with all involved parties. LAE, along with the City's Project Managers and other parties involved in projects, will walk projects and perform inspections of the work to determine if any work is incomplete. If any work is deemed incomplete, punch lists will be prepared and given to Contractors and City. Inspections will be conducted again to confirm incomplete work has been in fact completed. When construction is completed, we will ensure that all City concerns are met prior to providing the City with the final acceptance recommendation.

- **Project Completion Reports:** Upon completion of punch list items and acceptance of projects by the City staff (various departments/divisions) and impacted utilities, we will provide the following documents to the City:
  - Final redline “As-built” drawings. We will coordinate the completion of the final “As-Built” drawings through the design engineers.
  - All original CCOs, Daily Reports, and Project correspondence.
  - All original reviewed certified payrolls, other documents, and interviews.
  - Final DBE documentations.
- Prepare Notice of Completions and City Council staff reports per City guidelines and format.

All of the above described documents and additional reports, plans, and specifications will be organized in 3-ring binders and in accordance with the LAPM and City requirements. They will be boxed in storage boxes and will be submitted to the City as permanent City records.

- **Final CT Invoice and Closure Packages:** If requested by the City, LAE will prepare Final CT invoices and closure packages for submission to CT in accordance with the LAPM guidelines on federal projects.

## D) Project Management – Statement of Qualifications

LAE specializes in Construction, Project, and Program Management services for public agencies. In addition, LAE's services include: Construction Observation, City Services, Staff Augmentation, Capital Project Planning, Transportation Funding Strategies, full spectrum of Caltrans (CT) Local Assistance Services Training and Consulting to individual Cities, Counties, Councils of Governments, and other Public Agencies.

LAE will have a **Management Information System (MIS)** in order to streamline processes. A system will be implemented for organizing, tracking, filing, and managing all hardcopy/electronic correspondences such as Request for Information/Request for Clarification (RFI/RFC) submittals, reports, O&M manuals, progress payments, change orders, among other filings. We will launch methods for reviewing and processing requests for better understanding of the contract documents, shop drawings, contract schedule adjustments, change order requests, substitutions of tasks, payment requests, and the maintenance of field logs. This will ensure proper submittals and time-cautious efforts. The contractor’s submittal log will have all significant submittals noted. LAE will assist the City in notifying the public of areas in which they may experience impact and/or delays.

We will review the contractor’s submittals (shop drawing, mixed designs, Certificates of Compliance) and identify the submittals requiring the review by the design engineer.

LAE will manage, review, and track RFIs/RFCs and Shop Drawings. We will create and implement an RFI procedure log to provide feedback to inquiries from the contractor pertaining to interpretations and questions regarding the plans and specifications.
The Construction Managers and Construction Observers will go over contract documents and drawings to answer questions asked by the contactor. The CM team will first attempt to answer questions from the plans, associated documents, specifications, and applicable codes and standards. The next manner of answering questions will be for the CM to communicate with the design engineer and ask for the design engineer’s clarification. If the design engineer is permitted by the City to develop additional design details, LAE will work with the design engineer to create a revised design in order to match what is needed for field conditions and project needs, with the intention of not impacting the contractor’s work.

A submittal log will be kept to process required submittals before and during the project work as follows:

- Traffic Control/Phasing Plans
- Project Baseline Schedule
- 2-Week Look Ahead
- Contractor’s Emergency Contact List
- Dig Alert ticket(s)
- Public Notification Letter
- Material Haul Route(s)
- Mix designs
- Certificates of compliance for materials
- NPDES Requirements
- Contractor’s Safety Plan
- Certified Payrolls
- Solid Waste Management and Recycling Plan

Submittals will be reviewed and coordinated for acceptance in a prompt manner. We know the significance of receiving submittals in the early stages of a project, as well as reviewing them in a timely fashion while not affecting construction activities. We will actively work with the contractor to ensure all submittals are submitted and approved prior to construction activities.

Project files will be maintained, which will include but are not limited to:

- Notice to Proceed
- Correspondences
Meeting minutes
Submittals
Reproductions of original contract documents, including addenda
Weekly Statement of Working Day Reports
Change orders supporting documentation
Permit documentation
Clarifications for the contract documents
Materials delivery tickets and compliance certification
Weekly and monthly progress reports
Labor Compliance interviews/certified payroll records
Disadvantaged Business Enterprise (DBE) documents (federal projects)
Daily Reports
Progress photos
Lab and field test reports
Progress payments supporting documentation
Other project documentation
Project closure

Organization of files will abide by LAPM guidelines for federally funded projects. As mentioned in Chapter 16 of the LAPM, a Project Record Filing System for Locally Administered Federal-Aid Projects includes:

Project Personnel
Correspondence
Weekly Record of Working Days
Materials Data
Certificate of Proficiency
Construction Observers’ Daily Reports
Contract Item Pay Quantity Documents
Contract Change Orders
Extra Work Reports
Progress Pay Estimates and Status of Funds
Labor Compliance and EEO Records
Contractor’s Payrolls
Final Report
Materials Certificate
DBE Records

We have experience and knowledge in Construction Management, Construction Observation and Federal Funding/Grant Compliance with public agencies, services that apply to this RFP. We are very familiar with the entire project process, from pre-construction to post-construction, and know how to obtain desirable results for the City. We have been able to streamline this process for our clients with a series of established methods and rapport developed with the participating agencies.
Partial List of Relevant Project Experience

Central Avenue Pavement Rehabilitation Project (Phase I)
Client: City of Compton, John Strickland, (310) 605-5505
Description: Installation of terminal blend rubber chip seal and slurry seal on existing pavement; removal and replacement of failed asphalt concrete areas, installation of ADA compliant curb ramps, curb, gutter and sidewalk improvements, traffic loop replacement and other minor associated work.
Project Funding Type: Metro Proposition C Funds
Construction Cost: $1,531,670 (June through October 2016)
LAE’s Duties: Construction Management, Construction Observation, Geotechnical Services, Labor Compliance
Team Members: Fred Alamolhoda, Ken Manera, Kevin Alamolhoda
LAE Sub-consultants: GCAP Services (Labor Compliance Sylvia Linn), JMD (City Design Engineer Juan Diaz)

Preventative Street Maintenance Program (Zone 3, Zone 4 Arterial Street Rehabilitation Project)
Client: City of Diamond Bar, David Liu (909) 839-7041
Description: Installation of normal slurry seal treatment; selected roadways will receive chip seal or modified binder seal coat (hot rubber chip seal); other selected roadways will receive a grind and overlay in addition to the slurry seal treatment
Project Funding Type: Federal and other Funds
Construction Cost: $1,623,600
LAE’s Duties: Construction Management, Funding Compliance
Team Members: Fred Alamolhoda, Sandy Aghdam, Renee Cohen
LAE Sub-consultants: Willdan Geotechnical retained by the City (Ross Khiabani)

Two (2) Quadrant Water Main Replacement Projects
Client: City of Chino, Maria Fraser, (909) 334-3310
Description: Installation of water mains, service laterals, fire hydrants, and associated components on Ten (10) residential streets. Pressure testing, bacteria testing, tie-ins, and service turnovers conducted on all segments.
Project Funding Type: City Water Fund
Project Costs: $2,600,000 (June through December 2018)
LAE’s Duties: Project and Construction Management, Staff Augmentation
Team Members: Bill Bayne, Kevin Alamolhoda
Sub-consultants: Construction Staking, Geo-technical and Labor compliance services were provided by City retained consultants.

**Sewer Re-Lining Project (In Progress)**
Client: City of Chino, Maria Fraser (909) 334-3310  
Description: Sewer Re-lining work at twelve (12) locations throughout the City. Categories of improves range from cracks and root intrusion to emergency and risk of collapse. Cleaning and CCTV work. Over 13,000 linear feet of sewer re-lining work.  
**Project Funding Type:** City Sewer Fund  
**Project Costs:** $598,625 (June through October 2019)  
**LAE's Duties:** Construction Management, Staff Augmentation  
**Team Members:** Ross Anderson, Kevin Alamolhoda (Inspection by City)  
**Sub-consultants:** Construction Staking, Geo-technical and Labor compliance services were provided by City retained consultants.

**Walnut Street Water Main Replacement and Street Rehabilitation (In Progress)**
Client: City of Lomita, Mondher Saied, (310) 325-7110 Ext. 110  
Description: Water main replacement, pavement rehabilitation, upgrading fifteen (15) curb ramps (with right-of-way problems), Concrete, Sidewalk, curb & gutter, pavement grinding, Asphalt Rubber Hot Mix Pavement, drainage improvements, utility adjustments, striping/signage, loop replacement.  
**Project Funding Type:** Various Street and Water Funds  
**Project Costs:** $1.6 million (June through October 2019)  
**LAE's Duties:** Construction Management and Inspection  
**Team Members:** Bill Bayne, Hamid Matinpour  
**LAE Sub-consultants:** GCAP Services (Labor Compliance, Sylvia Linn), GAI (Geotechnical Eng., Shawn Ariana)

**Federal Safe Routes to School Cycle II Project**
Client: El Monte, Jimmy Chung (626) 580-2058  
Description: Removal of existing street improvements; installation of sidewalk, curb, and gutter; installation of bulb outs (curb extensions); installation of ADA curb ramps; installation of high visibility crosswalks, installation of pavement marking and signage, installation of storm water treatment system; and associated construction traffic control.  
**Project Funding Type:** Federal Safe Routes to School (SRTS) Funds  
**Construction Cost:** $1, 116,100 (June through October 2018)
**LAE's Duties:** Construction Management, Construction Observation, Geotechnical and Material Testing, and Labor Compliance  
**Team Members:** Fawne Yamashiro, Ken Manera, JMD City’s Designer  
**LAE Sub-consultants:** GCAP Services (Labor Compliance - Sylvia Linn), GAI (Geotechnical Engineering)

**Crown Valley Parkway Pavement Rehabilitation Project**  
**Client:** City of Laguna Niguel, Frank Borges (949) 362-4325  
**Description:** Rehabilitate the existing roadway by grinding and paving and/or full depth repairs in spot areas of pavement failure, grind adjacent to the parkway curb and gutter and median curb, and full width overlay with rubberized asphalt. Additionally, the Project will include roadway striping, traffic loop replacement and construction of ADA compliant ramps for existing non-compliant and missing ramps.  
**Project Funding Type:** Arterial Pavement Management and Earmark Re-purposing Federal Funds  
**Construction Cost:** $1,600,000.00 (June through August 2017)  
**LAE's Duties:** Construction Management, Geotechnical Services, Labor Compliance, Grant Compliance Administration  
**Team Members:** Fred Alamolhoda, Jerred Andrews  
**LAE Sub-consultants:** Willdan Geotechnical (Geo-technical Services – Ross Khiabani), GCAP Services (Labor Compliance Administration – Sylvia Linn)

The key personnel described in this proposal will be available to the extent proposed for the duration of projects. No person designated as "key" to the projects shall be removed or replaced without the prior written concurrence of the City.

**Schedule of Hourly Labor Rates**  
The Fee schedules for LAE and sub-consultants are being submitted in a separate sealed envelope. In accordance with the requirements of the RFP, the rates will remain valid through December 30, 2022.

**Contract Exceptions**  
LAE will accept the City’s Professional Services Agreement including the stipulated insurance requirements and other contractual terms therein. By submitting this proposal, LAE understand and will comply with the requirements of the RFP and any addenda.
## References

The following table reflects LAE references for similar services provided for the municipalities:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Address</th>
<th>Contact Name</th>
<th>Telephone Number/E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Chino</td>
<td>13220 Central Ave. Chino, CA 91710</td>
<td>Maria Fraser, P.E. CIP Engineering Manager</td>
<td>909.334.3310 <a href="mailto:mfraser@cityofchino.org">mfraser@cityofchino.org</a></td>
</tr>
<tr>
<td>City of Diamond Bar</td>
<td>21810 Copley Drive Diamond Bar CA 91765</td>
<td>David Liu, P.E. Director of Public Works/City Engineer</td>
<td>909.839.7041 <a href="mailto:dliu@diamondbarca.gov">dliu@diamondbarca.gov</a></td>
</tr>
<tr>
<td>City of El Monte</td>
<td>11333 Valley Blvd. El Monte, CA 91731</td>
<td>Braden Yu Public Works &amp; Utilities Director</td>
<td>626.580.2058 <a href="mailto:byu@elmonteca.gov">byu@elmonteca.gov</a></td>
</tr>
<tr>
<td>City of Lomita</td>
<td>24300 Narbonne Ave. Lomita, CA 90717</td>
<td>Mondher Săied, P.E. Senior Civil Engineer</td>
<td>310.325.7110 ext 110 <a href="mailto:m.saied@lomitacity.com">m.saied@lomitacity.com</a></td>
</tr>
</tbody>
</table>

Table 2: References
Appendix

Appendix A: Addendum No. 1 signed by LAE

Appendix B: Non-Collusion Affidavit

Appendix C: Consultant’s Acknowledgement of Compliance with Insurance Requirements

Certification of Proposal

Sample of Pre-Construction Agenda

Sample of Pre-Construction Minutes

Construction Notice

Sample Submittals’ Log Form

Sample RFI Log

Sample CCO Log

Sample Project Weekly Progress Report

Sample Construction Observer Daily Report

Weekly Statement of Working Days
Date: September 11, 2019
To: Prospective Consultants
SUBJECT: ADDENDUM NO.1 REQUEST FOR PROPOSALS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This addendum is issued to modify the original Request for Proposal posted on August 26, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of two pages:

(1) DBE requirements added to Section 10 General Conditions of the Request for Proposal (RFP). Page 14, of the original RFP documents, shall be replaced with the attached page.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

[Signature]
Consultant’s Acknowledgement

[Date]

[Signature]
Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

MH:KG:lg
DBE REQUIREMENTS. There is no overall DBE goal for this Agreement. A DBE goal may be established for each project, based on the specific work required. Therefore, non-DBE proposers are encouraged to retain DBE subconsultants. It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the State of California Department of Transportation’s Race Conscious DBE program developed pursuant to the regulations, as referenced in LAPM Exhibit 10-I.

11. Insurance Requirements
(See Section 16 of the attached Professional Services Agreement)

ATTACHMENTS:

1) Appendix A: Sample Professional Services Agreement
2) Appendix B: Non-Collusion Affidavit
3) Appendix C: Consultant’s Acknowledgement of Insurance Compliance
4) Appendix D: Certification of Proposal
APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

AKA: Fred Alamo Choda
Name of Authorized Representative
Farhad Alamo Choda

President
Title of Authorized Representative
APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: __________________________
Name (Please Print or Type)

By: __________________________
Consultant’s Signature

Date: 09/12/19

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: [Signature]

Type Name: Farhad Alamolhoda
Title: President AKA Fred Alamolhoda
Date: 09/12/19
Walnut Street Water Main Replacement & Street Rehabilitation

PRE-CONSTRUCTION MEETING

DATE: May 30, 2019 @ 11:00

A. Introductions/Sign-in Sheet

B. Name of Contractor: Williams Pipeline Contractors, Inc.

C. Contract Time: 70 Working Days
   Liquidated Damages: $1000 for each consecutive calendar day

D. Notice to Proceed:
   Start Date: TBD
   Contract Time Completion Date: TBD

E. Protocol & Communication

   • Owner/City Contacts: Mondher Saïed, P.E. (City)
     Bill Bayne, P.E., Construction Manager (LAE Associates)
     Jim Long, Construction Observer (LAE Associates)

   • Contractor’s Representatives: John H. Williams, Jr., Vice President

   • Correspondence: All communication to be directed through LAE Associates representatives and the City in writing.

F. Contractors Responsibilities

   1. Schedule: Contractor to submit a schedule for approval before construction can commence. Holidays are considered non-working days.

   2. Notifications: Minimum 48-hour Notification (Unless otherwise noted)
      • Local Residents
      • Dispatch: Sheriff’s Department: 310-539-1661
      • Lomita Fire Station No. 6: 310-326-2461
3. Submittals:
   • Construction Schedule
   • Traffic Control Plan(s)
   • Asphalt Concrete Mix Design
   • Striping and Marking Materials
   • Property Owner’s Notice (English & Spanish)
   • Contractor Contact List
   • Cost Breakdown for Lump Sum Bid
   • Project Sign
   • Utility Verification
   • SWPPP Plan & Representative
   • Water Main Materials
   • Gate Valves
   • Water Service Materials
   • Fire Hydrant Assembly
   • Transition Coupling
   • PCC Mix Design
   • Detectable Warming Surface Panel
   • Fencing Materials
   • CAB Gradation
   • ARHM Mix Design
   • Traffic Signal Loop Materials
   • Steel Casing Pipe Materials
   • Jack & Receiving Pit Plan & Volume
   • Crepe Myrtle Source & Supplier
   • Preliminary Draft Monthly Invoice
   • Other items – To be discussed

4. Staging
   • Location.
     Contractor shall be responsible for maintenance of site and final Clean-Up.
   • What does Contractor require?

5. Schedule & Phasing of Work:
   • Discuss overall project schedule
   • Phasing of work.....(consideration to parking)

6. Permits & Inspection:
   • City Encroachment Permit (no-fee) required by Contractor
   • Caltrans Encroachment Permit
   • City Business License required by Contractor and Subcontractors
   • 24-hour advance request for inspection

7. Storage and Cleaning
• Contractor shall not store any equipment on public right of way. Contractor shall clean the right of way at the end of each day or during the day as needed.

G. Traffic Control & Safety
• Traffic Control - CA MUTCD, pedestrians, flagmen....
• Equipment
• Urgent Care (non-life threatening)
• Access control: Contractor is responsible for the daily cleaning of the jobsite. All construction debris shall be contained within the jobsite

H. Contractor’s Working Hours
• Work may be in progress during the following hours:
  Monday through Friday: 7:00 to 4:00 PM
  Saturday: requires Director/City Engineer prior approval.
  Sunday: requires Director/City Engineer prior approval.
  Holidays: No work permitted on July 4th & September 2nd.
  Night Work: requires Director/City Engineer prior approval.

I. Progress Payments
• See Special Provisions
• Monthly to be transmitted to Construction Manager, Bill Bayne
• Cutoff Date for quantities shall be the last working day of each month.

J. Change Orders
• See Special Provisions.
• Time and Material tickets must be signed by City Representative on day work performed.
• Any changes must be documented in writing by the Contractor
• No changes shall be paid for without the prior written approval of the Director/City Engineer

K. RFI/ RFQ/Submittal Procedures
• All inquiries shall be submitted in writing to Bill Bayne

L. Labor Compliance Administration – Certified payroll reviews and interviews by GCAP Services, Inc. (Contact Sylvia Linn)

M. Date of bi-weekly meetings: To be discussed

N. Other Items
Walnut Street Water Main Replacement & Street Rehabilitation

PRECONSTRUCTION MEETING NOTES

DATE:  May 30, 2019 @ 11:00

A. Introductions/Sign-in Sheet: Mondher Saïed of the City of Lomita started the meeting and requested attendees to introduce themselves and sign in. See attached list of Attendees.

B. Name of Contractor: Williams Pipeline Contractors, Inc.

C. Contract Time: 70 Working Days

Liquidated Damages: $1000 for each consecutive calendar day
Construction Bid Amount: $1,459,982.50

D. Notice to Proceed: Start Date: John Williams to confirm with Mondher. Tentatively June 10, 2019. Contract Time Completion Date: TBD

E. Protocol & Communication

• Owner/City Contacts: Mondher Saïed, P.E. (City)
  Mark Anderson (City Water)
  Bill Bayne, P.E., Construction Manager (LAE Associates)
  Jim Long, Construction Observer (LAE Associates)

• Contractor’s Representatives: John H. Williams, Jr., Vice President
  Victor Hernandez, Superintendent

• Correspondence: All communication to be directed through LAE Associates (LAE) representatives and the City in writing. Mondher Saïed to be cc’d on all communications. Mark Anderson, Chief Water Operations Manager to be contacted only in the case of emergencies regarding water.

F. Contractor’s Responsibilities
1. **Schedule:** Contractor to submit a schedule for approval before construction can commence. Holidays are considered non-working days.

2. **Notifications:** Minimum 48-hour Notification (Unless otherwise noted)
   - Local Residents
   - Dispatch: Sheriff’s Department: 310-539-1661
   - Lomita Fire Station No. 6: 310-326-2461

3. **Submittals:**
   - Construction Schedule
   - Traffic Control Plan(s)
   - Asphalt Concrete Mix Design
   - Striping and Marking Materials
   - Property Owner’s Notice (English & Spanish)
   - Contractor Contact List
   - Cost Breakdown for Lump Sum Bid
   - Project Sign
   - Utility Verification
   - SWPPP Plan & Representative
   - Water Main Materials
   - Gate Valves
   - Water Service Materials
   - Fire Hydrant Assembly
   - Transition Coupling
   - PCC Mix Design
   - Detectable Warming Surface Panel
   - Fencing Materials
   - CAB Gradation
   - ARHM Mix Design
   - Traffic Signal Loop Materials
   - Steel Casing Pipe Materials
   - Jack & Receiving Pit Plan & Volume
   - Crepe Myrtle Source & Supplier
   - Preliminary Draft Monthly Invoice
   - Other items – To be discussed

*As of May 30, 2019, twenty-five 25 submittals have been sent to the city for approval.*

4. **Staging:**
   - Location. **To be determined.** Discussion regarding a couple of locations. An inquiry will be made to the City Public Works Dept. for possible assistance. No equipment to be staged at the site, may need to stage the excavator at the site temporarily.
• Contractor shall be responsible for maintenance of site and final Clean-Up.
• What does Contractor require? A storage yard, approximately 100 x 150 ft.

5. Schedule & Phasing of Work:
• Discuss overall project schedule – School is out June 7, School starts August 20, teachers and staff will be on campus starting August 19. No school on August 30, September 2, & 30. Drop off/pickup for kids may be changed to the Eshelman Street. Trash pickup by republic trash at the location of 12 containers to be facilitated by the school.
• Phasing of work.....(consideration to parking) – The Four phases of the project 1) water pipe replacement, 2) curbs and ramps, 3) street resurfacing, and 4) street restriping.

6. Permits & Inspection:
• City Encroachment Permit (no-fee) required of Contractor – A City business license, encroachment permit and water meter paperwork can be done at the Public Works front counter.
• Caltrans Encroachment Permit – City provided copies of Caltrans permit to LAE Associates and Contractor. Plan attachments to be submitted later.
• City Business License required by Contractor and Subcontractors
• 24-hour advance request for inspection

7. Storage and Cleaning:
• Contractor shall not store equipment on public right of way. Contractor shall clean the right of way and the storage yard at the end of each day or during the day as needed.

G. Traffic Control & Safety – Public Works to provide "No Parking" signs. Mondher Saied requested signs be sturdy and legible. Jim Long to work with residents, take pictures of sign placement and parking offenders.
• Traffic Control - CA MUTCD, pedestrians, flagmen....
• Equipment
• Urgent Care (non-life threatening)
• Access control: Contractor is responsible for the daily cleaning of the jobsite. All construction debris shall be contained within the jobsite and shall be disposed on or a regular basis.

H. Contractor’s Working Hours:
• Work may be in progress during the following hours: Monday through Friday: 7:00 to 4:00 PM
Saturday: requires Director/City Engineer prior approval. *Requires a written request (note the city is off every other Friday).*

Sunday: requires Director/City Engineer prior approval. *Same as above*

Holidays: No work permitted on July 4th & September 2nd.

Night Work: requires Director/City Engineer prior approval.

I. **Progress Payments:**
   - See Special Provisions
   - Monthly to be transmitted to Construction Manager, Bill Bayne
   - Cutoff Date for quantities shall be the last working day of each month. *Expect payment of invoices from the City approximately three weeks after receipt of invoice.*

J. **Change Orders:**
   - See Special Provisions.
   - Time and Material tickets must be signed by City Representative on day work performed.
   - Any changes shall be documented in writing by the Contractor
   - No changes shall be paid for without the prior written approval of the Director/City Engineer.

K. **RFI/ RFQ/Submittal Procedures:**
   - All inquiries shall be submitted in writing to Bill Bayne

L. **Labor Compliance Administration** – Certified payroll reviews and interviews by GCAP Services, Inc. (Contact Sylvia Linn). *Contractor to provide the name of individual who prepares Certified Payroll Records (CPRs) to Bill Bayne so Ms. Linn can contact him/her regarding the format/details of the CPRs and other documents.*

M. **Date of bi-weekly meetings:** *Meetings to be held initially once a week in the field preferably Wednesday or Thursday around 11:00 a.m. or later. Next meeting to be held on June 20, 2019 at 11:00 a.m at the jobs site.*

N. **Other Items** – Public Works Department to perform water sampling and testing.

O. **Action Items:**
   1. Issue Notice to Proceed. Mondher
   2. Submit revised schedule to LAE. John W.
   3. Submit list of Williams’ personnel and contact information including emergency contact information to LAE.
   4. Install project notification signs furnished by the city. Victor H./Matk A.
   5. Contact all affected property owners. Jim L.
6. Provide copies of the plan attachments to the Caltrans encroachments permit. Mondher
7. Williams to submit a sample progress billing for review and comments by the City. John W.
8. Provide the name and contact information or the person who prepares certified payroll records. John W.
9. Give city list of all subcontractors and contact information. John W.

Attachment – Sign in Sheet
# CITY OF LOMITA
## PUBLIC WORKS DEPARTMENT

**PROJECT:**
Walnut Street Water Main Replacement & Street Rehabilitation Project

**DATE/TIME:**
Thursday, May 30, 2019 at 11:00am

**LOCATION:**
Public Works Conference Room

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Address</th>
<th>Email</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mondher Saied, PE</td>
<td>City of Lomita</td>
<td>24300 Narbonne Avenue, Lomita, CA 90717</td>
<td><a href="mailto:m.saied@lomitacity.com">m.saied@lomitacity.com</a></td>
<td>310-325-7110, X110</td>
</tr>
<tr>
<td>Fred Alamolhoda</td>
<td>LAE Associates</td>
<td>650 N. Rose Drive, #182 Placentia, CA 92870</td>
<td><a href="mailto:FredA@LAEassociates.com">FredA@LAEassociates.com</a></td>
<td>714-993-2840</td>
</tr>
<tr>
<td>Bill Bayne, P.E.</td>
<td>LAE Associates</td>
<td>650 N. Rose Drive, #182 Placentia, CA 92870</td>
<td><a href="mailto:WilliamB@LAEassociates.com">WilliamB@LAEassociates.com</a></td>
<td>951-218-2059</td>
</tr>
<tr>
<td>Jim Long</td>
<td>LAE Associates</td>
<td>650 N. Rose Drive, #182 Placentia, CA 92870</td>
<td><a href="mailto:JimL@LAEassociates.com">JimL@LAEassociates.com</a></td>
<td>562-972-5908 cell</td>
</tr>
<tr>
<td>Melodee Braman</td>
<td>LAE Associates</td>
<td>650 N. Rose Drive, #182 Placentia, CA 92870</td>
<td><a href="mailto:MelodeeB@LAEassociates.com">MelodeeB@LAEassociates.com</a></td>
<td>714-993-2840</td>
</tr>
<tr>
<td>Victor Hernandez</td>
<td>WPC</td>
<td>4892 North St #C Somis, CA 93066</td>
<td><a href="mailto:Victor@WPCpipes.com">Victor@WPCpipes.com</a></td>
<td>805-275-9069</td>
</tr>
<tr>
<td>John Williams</td>
<td>WPC</td>
<td>4892 North St #C Somis, CA 93066</td>
<td><a href="mailto:JohnSr@WPCpipes.com">JohnSr@WPCpipes.com</a></td>
<td></td>
</tr>
<tr>
<td>Samuel Ramos</td>
<td>WPC</td>
<td>4892 North St Somis, CA 93066</td>
<td><a href="mailto:SamuelERickRamos1@gmail.com">SamuelERickRamos1@gmail.com</a></td>
<td>805-386-2593</td>
</tr>
<tr>
<td>Garett King</td>
<td>Handy and Harper</td>
<td>32 Lansing Cr Lawndale, CA 92830</td>
<td><a href="mailto:Gking@handyandharper.com">Gking@handyandharper.com</a></td>
<td></td>
</tr>
<tr>
<td>Dr. Heather Kasera</td>
<td>LAUSD</td>
<td>25425 Walnut St Lomita, CA 90717</td>
<td><a href="mailto:HLS038@LAUSD.NET">HLS038@LAUSD.NET</a></td>
<td>310-257-4515</td>
</tr>
<tr>
<td>Robert Villasana</td>
<td>LAUSD</td>
<td>25425 Walnut St Lomita, CA 90717</td>
<td><a href="mailto:rsv0yo@lausd.net">rsv0yo@lausd.net</a></td>
<td>310-257-4537</td>
</tr>
<tr>
<td>Rody Hernandez</td>
<td>Pipeline Cont. Inc.</td>
<td>4892 North St #C Somis, CA 93066</td>
<td><a href="mailto:Rody@williamspipe.com">Rody@williamspipe.com</a></td>
<td>(865) 275-9052</td>
</tr>
<tr>
<td>Melodee Braman</td>
<td>LAE Associates</td>
<td>1030 Lamanda Blvd Placentia, CA</td>
<td>melodeeB@LAEAssociates</td>
<td></td>
</tr>
</tbody>
</table>
Dear Property Owners/Residents/Tenants:

This notice is to inform you that the City of Lomita has contracted with Williams Pipeline Contractors, Inc. to replace the water main and rehabilitate the street on Walnut Street from PCH to 253rd Place.

Construction is scheduled to start on Monday, June 10, 2019 and should be completed by Thursday, September 19, 2019. The Scheduled working hours are from 7:00 AM to 4:00 PM from Monday to Friday.

There will be a 48 hour notice posted on your street prior to construction that will alert you to any parking restrictions. During construction hours, access to some driveways may be intermittently blocked by the contractor’s equipment and operations, but will be kept to a minimum.

The trash collection scheduled time has been modified during this period of construction and will now occur at 6:00 AM. Please roll trash carts into the street and place them against the curb on Tuesday evenings or by 6:00 AM on Wednesday mornings.

If you have any questions or concerns during construction, or need to make specific arrangements regarding driveway access (doctor’s appointments, etc.) please contact Mr. Jim Long, the Project Inspector at 562-972-5908.

For general project information, please contact the Public Works Department at 310-325-7110

The City and Williams Pipeline Contractors, Inc. are committed to working with the residents of the City of Lomita to help minimize the impact of this construction on your daily activities.

Thank you for your patience and understanding while we work to improve the City of Lomita!
<table>
<thead>
<tr>
<th>Submittal No.</th>
<th>Description</th>
<th>Date Received from WPCI</th>
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<th>Date Forwarded to WPCI</th>
<th>Comments</th>
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<td>PVC Pipe</td>
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<td>6/14/2019</td>
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<td>5/28/2019</td>
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<td>6/14/2019</td>
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<td>Resilient Seat Gate Valves - 6&quot; &amp; 8&quot;</td>
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<td>5/28/2019</td>
<td>NO EXCEPT.</td>
<td>6/14/2019</td>
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<td>6/14/2019</td>
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<td>5/28/2019</td>
<td>6/14/2019</td>
<td>NO EXCEPT.</td>
<td>6/14/2019</td>
<td></td>
</tr>
<tr>
<td>22.1</td>
<td>Casing Spacer Alternate</td>
<td>6/14/2019</td>
<td>6/14/2019</td>
<td>NO EXCEPT.</td>
<td>6/14/2019</td>
<td>Alternate spacer type requested by WPC.</td>
</tr>
<tr>
<td>27</td>
<td>Project Sign - 6&quot; x 4&quot;</td>
<td>6/3/2019</td>
<td>5/30/2019</td>
<td>NO EXCEPT.</td>
<td>6/27/2019</td>
<td>06/27/19 - Submitted to MS to Approve</td>
</tr>
<tr>
<td>28</td>
<td>Property Owner Notice</td>
<td>6/7/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>A.C.L, B, PG 64-10</td>
<td>6/26/2019</td>
<td>6/26/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Reference Drawings/Specs</td>
<td>Date Received</td>
<td>Date Replied</td>
<td>Replied By</td>
<td>Comments</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>--------------------------</td>
<td>---------------</td>
<td>--------------</td>
<td>------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Unmarked Water Utility</td>
<td>Plan Sheet C-5</td>
<td>1/3/2017</td>
<td>1/16/2017</td>
<td>FA</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Non ADA Compliant Ramp - 134th Street</td>
<td>Plan Sheet C-3</td>
<td>1/6/2017</td>
<td>1/16/2017</td>
<td>FA/CS</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Existing Asphalt</td>
<td>Plan Sheet D-1</td>
<td>1/6/2017</td>
<td>1/16/2017</td>
<td>FA/CS</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pavement of 139th St. East of Wilmington Ave.</td>
<td>Plan Sheet C-1</td>
<td>2/22/2017</td>
<td>2/22/2017</td>
<td>FA/JS</td>
<td>Verbal request from Mike Love</td>
</tr>
</tbody>
</table>

**RFIs from LAE Team**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Reference Drawings/Specs</th>
<th>Date Requested</th>
<th>Date Received Reply</th>
<th>Replied By</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ped. Signal Pole Type, Specs, Concrete Specs</td>
<td>Plan Sheet 11</td>
<td>11/9/2016</td>
<td>11/11/2016</td>
<td>DN/CS</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Const. Note No. 10</td>
<td>Plan Sheet C-3</td>
<td>12/7/2016</td>
<td>12/15/2016</td>
<td>DN/CS</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Existing W-11 Signs on Wilmington Ave. at 133rd Street</td>
<td>Plan Sheets C-3 and 11</td>
<td>1/30/2017</td>
<td>1/31/2017</td>
<td>DN/CS</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Traffic Loop Detectors</td>
<td>Plan Sheet C-1 to C-5</td>
<td>2/25/2017</td>
<td>3/3/2017</td>
<td>LM</td>
<td>Provided a new Loop Detectors list to S-M</td>
</tr>
<tr>
<td>5</td>
<td>Median Noses, Markers/Signs</td>
<td>N/A</td>
<td>3/3/2017</td>
<td>3/15/2017</td>
<td>JS/GK</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Lane's Width</td>
<td>Plan Sheets S-1 and S-2</td>
<td>3/16/2017</td>
<td>3/17/2017</td>
<td>DN/CS</td>
<td>Provided revised striping plan</td>
</tr>
<tr>
<td>7</td>
<td>Share Roadway Bicycle Markings (Sharrows)</td>
<td>Plan Sheets S-1 and S-2</td>
<td>3/30/2017</td>
<td>4/6/2017</td>
<td>FA/GK/JS</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Missing Stop sign Westbound 130th St. at Wilmington Ave.</td>
<td>N/A</td>
<td>4/6/2017</td>
<td>4/6/2017</td>
<td>JS</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Red Curb - West Side North of 139th St. and Fence/Sign posts, and “No Parking” Signs</td>
<td>Plan Sheets S-1</td>
<td>4/6/2017</td>
<td>4/6/2017</td>
<td>GK</td>
<td></td>
</tr>
</tbody>
</table>

Glen Kau (GK), John Strickland (JS), Fred Alamolhoda (FA), Sasha Kornilova (SK), Michael Edwards (ME), David Niknafs/CivilSource (DN/CS)

Revised: 05/12/2017
### Change Order Log

**City of Compton**  
**Wilmington Avenue Improvements**  
(Safe Streets Pedestrian/Bicycle Path Improvements)

CIP # 15-01 ATPL-5078 (034) Contractor: SULLY-MILLER

<table>
<thead>
<tr>
<th>PCO</th>
<th>Date Received</th>
<th>Description</th>
<th>Total Proposed Cost</th>
<th>Approved (Y/N)</th>
<th>Approved By</th>
<th>Date</th>
<th>Method</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12/13/16</td>
<td>Additional Striping and Signage - Rosecrans Ave</td>
<td>$10,174.50</td>
<td></td>
<td>Email</td>
<td></td>
<td></td>
<td>Will revisit in Feb - before striping</td>
</tr>
<tr>
<td></td>
<td>03/15/17</td>
<td>Additional Striping and Signage - Rosecrans Ave - Revision 1</td>
<td>$10,174.50</td>
<td>Y</td>
<td>FA/JS</td>
<td>03/17/17</td>
<td>Email</td>
<td>City approved Grinding Option for $7,657.65</td>
</tr>
<tr>
<td>2</td>
<td>12/15/16</td>
<td>Drainage Facility/ Concrete R/R NW Wilmington Ave and Rosecrans Ave</td>
<td>$6,100 or $6,400</td>
<td></td>
<td>Email</td>
<td></td>
<td></td>
<td>Will revisit in January</td>
</tr>
<tr>
<td>2 Revised</td>
<td>01/19/17</td>
<td>Remaining Concrete Items</td>
<td>$4,400.00</td>
<td>Y</td>
<td>FA/JS</td>
<td>01/24/17</td>
<td>Email</td>
<td>CCO No. 1. Approved</td>
</tr>
<tr>
<td>3</td>
<td>12/15/16</td>
<td>CMS Boards</td>
<td>$1,320.00</td>
<td>N</td>
<td>-</td>
<td>12/15/16</td>
<td>Email</td>
<td>\</td>
</tr>
<tr>
<td>4</td>
<td>12/16/16</td>
<td>Traffic Signal Pole - Ambiguity</td>
<td>$10,605.72</td>
<td>Y</td>
<td>FA/JS</td>
<td>02/06/17</td>
<td>Email</td>
<td>CCO No. 2, Approved</td>
</tr>
<tr>
<td>4 Revised</td>
<td>02/03/17</td>
<td>Traffic Signal Pole Ambiguity</td>
<td>$9,683.50</td>
<td>Y</td>
<td>FA/JS</td>
<td>02/06/17</td>
<td>Email</td>
<td>CCO No. 2, Approved</td>
</tr>
<tr>
<td>5</td>
<td>01/25/17</td>
<td>Changes to the Existing Asphalt Section</td>
<td>$10,817.10 AC over PCC $11,930.63 Petromat Infused AC</td>
<td>N</td>
<td>-</td>
<td>01/25/17</td>
<td>Email</td>
<td>Requested to Submit Justifications</td>
</tr>
<tr>
<td>5 Revised</td>
<td>02/13/17</td>
<td>Petromat in the Existing Asphalt Section</td>
<td>$9,279.38</td>
<td>Y</td>
<td>FA/JS</td>
<td>02/15/17</td>
<td>Email</td>
<td>CCO No. 3 Approved</td>
</tr>
<tr>
<td>6 Revised</td>
<td>02/13/17</td>
<td>Concrete in the Existing Asphalt Section</td>
<td>$10,817.10</td>
<td>N</td>
<td>-</td>
<td>02/14/17</td>
<td>Email</td>
<td>After concrete surface was swept and cleaned, it was concluded not to apply crack seal.</td>
</tr>
<tr>
<td>7</td>
<td>02/16/17</td>
<td>Crack Seal-Daily Rate</td>
<td>$4,771.31</td>
<td>N</td>
<td>FA/JS</td>
<td>03/02/17</td>
<td>Email</td>
<td>Length to be 6 ft. S-M to evaluate the proposal &amp; resubmit</td>
</tr>
<tr>
<td>8</td>
<td>03/08/17</td>
<td>Handrail Type A</td>
<td>$6,120.73</td>
<td></td>
<td>FA/JS</td>
<td>03/13/17</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>03/24/17</td>
<td>Handrail Type A</td>
<td>$4,029.90</td>
<td></td>
<td></td>
<td></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>03/15/17</td>
<td>Install Median Nose Details 1 or 2</td>
<td>$3,930.57</td>
<td>Y</td>
<td>FA/JS</td>
<td>03/15/17</td>
<td>Email</td>
<td>Requested Clarification from S-M; City approved on 03/17/17</td>
</tr>
<tr>
<td>10</td>
<td>03/17/17</td>
<td>Reduction of Traffic Loop Detectors</td>
<td>$9,099.09</td>
<td>Y</td>
<td>FA/JS</td>
<td>03/17/17</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>03/22/17</td>
<td>Striping Layout per New Striping Plans</td>
<td>$1,590.75</td>
<td>Y</td>
<td>FA/JS</td>
<td>03/22/17</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>05/04/17</td>
<td>Concrete in the Existing Asphalt Section</td>
<td>$5,622.75</td>
<td>Y</td>
<td>FA/JS</td>
<td>05/04/17</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>04/10/17</td>
<td>Additional Striping and Signage</td>
<td>$2,783.81 + $4,125.00</td>
<td>Y</td>
<td>FA/JS</td>
<td>04/10/17</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>04/14/17</td>
<td>Optional AC Work - Unit Price Adjustment</td>
<td>$7,209.42</td>
<td>Pending</td>
<td></td>
<td>04/14/17</td>
<td>Email</td>
<td>Pending as of 06/02/17</td>
</tr>
<tr>
<td>14 &amp; 15</td>
<td>08/02/17</td>
<td>AC Re-work, Median Posts/Markers, and Concrete Quality</td>
<td>$6,759.12</td>
<td>Y</td>
<td>FA/JS</td>
<td>08/02/17</td>
<td>Email</td>
<td>CCO No. 7 for $6,759.12</td>
</tr>
</tbody>
</table>
CM team, coordinated with the City staff and contractor; reviewed certified payrolls, other documents, and coordinated with S-M to obtain the outstanding documents.

Remaining contract work: Completing remaining punch list items, installing hand railing and pedestrian signals, and programming of the solar speed feedback signs.

The City project team and the contractor attended a short progress meeting to discussed the outstanding items on May 18.

Completion Date: Tues., May 9: S-M will submit a time extension request due to the required railing and pedestrian signal pole delivery delay for the City CM team’s review and consideration.

Next project progress meeting is tentatively scheduled for 10:00 a.m., Thursday, June 1.
### Project: Wilmington Avenue Improvements

**Project Numbers:** CIP #15-01  
**Contractor:** Sully-Miller Contracting  
**Location of Work:** El Segundo Blvd. to Rosecrans Ave.

#### Traffic Control:

<table>
<thead>
<tr>
<th>Prime / Sub</th>
<th>Personnel on the Job</th>
<th>Hours Worked</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sully Miller</td>
<td>Alex Perez (Job Foreman)</td>
<td>9</td>
<td>Pickup</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Adrian Medrano (Opr.)</td>
<td>10</td>
<td>Water Truck</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Florencio Soria (Lbr.)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Paving Crew</td>
<td>9.5</td>
<td>F-150 Bromac (aver)</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Amie Velarde (Opr. Foreman)</td>
<td>9</td>
<td>F-250 J,Deere Skiploader</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Bob Guzman (Opr.)</td>
<td>8</td>
<td>Screed</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Greg Barba (Opr.)</td>
<td>8</td>
<td>Screed</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Jesus Rios (Opr.)</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Frank Haro (Opr.)</td>
<td>8</td>
<td>Cat Roller</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Roberto Chavez (Opr.)</td>
<td>8</td>
<td>Cat Roller</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Pete Lopez (Opr.)</td>
<td>8</td>
<td>Sterling Sand Truck</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Alfredo Haro (Lbr.)</td>
<td>10</td>
<td>Bear Cat Oil Truck</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Hector Gonzales (Lbr.)</td>
<td>8.5</td>
<td>F-550</td>
</tr>
<tr>
<td>Sully Miller</td>
<td>William Gonzales (Lbr.)</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Sully Miller</td>
<td>Miguel Vargas (Lbr.)</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Sub</td>
<td>EBS Utility Adjuster</td>
<td>8</td>
<td>MH</td>
</tr>
<tr>
<td>Sub</td>
<td>Jose Cervantes (Foreman)</td>
<td>8</td>
<td>Trk #1</td>
</tr>
<tr>
<td>Sub</td>
<td>Filomeno Borrayo (Lbr.)</td>
<td>8</td>
<td>22’ Flatbed</td>
</tr>
<tr>
<td>Sub</td>
<td>Salvador Tavera (Lbr.)</td>
<td>8</td>
<td>Dump Trk.</td>
</tr>
</tbody>
</table>

---

Blue Diamond Materials  
John Payne, Inc.  
Previously Interviewed.
<table>
<thead>
<tr>
<th>Time</th>
<th>Description of Operation/Work Done</th>
</tr>
</thead>
<tbody>
<tr>
<td>07:00 am</td>
<td>139th St., Contractor’s staging area.</td>
</tr>
<tr>
<td></td>
<td>1) Alex Perez’s crew is to continue maintaining traffic control and direct traffic during paving</td>
</tr>
<tr>
<td></td>
<td>operations.</td>
</tr>
<tr>
<td></td>
<td>2) The paving crew is to continue to place the ARHM GG C rubber cap.</td>
</tr>
<tr>
<td></td>
<td>3) EBS is to start exposing MH rings and covers.</td>
</tr>
<tr>
<td></td>
<td>4) GAI Soil Technician is to be on site to monitor the asphalt placement.</td>
</tr>
<tr>
<td></td>
<td>Kevin Alamolhoda arrived on site to conduct some interviews</td>
</tr>
<tr>
<td>11:30 am</td>
<td>Traffic control is in place. Paving begins along the Southbound lane at 139th St. John Crooms, Soil</td>
</tr>
<tr>
<td></td>
<td>Technician, is on site to pull asphalt samples and take compaction tests every 500 feet.</td>
</tr>
<tr>
<td></td>
<td>Paving has reached Rosecrans Ave.</td>
</tr>
<tr>
<td></td>
<td>EBS Utility Adjuster is on site to raise the MH ring and covers.</td>
</tr>
<tr>
<td>12:00 pm</td>
<td>Lunch Break.</td>
</tr>
<tr>
<td></td>
<td>I met with Jose Cervantes, Foreman for EBS, and discussed the following:</td>
</tr>
<tr>
<td></td>
<td>1) He was not allowed to proceed along the Northbound lane to continue MH adjusting. Asphalt is</td>
</tr>
<tr>
<td></td>
<td>still too warm. He will have to wait until tomorrow.</td>
</tr>
<tr>
<td></td>
<td>2) The asphalt cap around the raised MHs will have to be the rubber mix.</td>
</tr>
<tr>
<td></td>
<td>Kevin Alamolhoda continues to conduct trucker interviews.</td>
</tr>
<tr>
<td></td>
<td>Paving continues.</td>
</tr>
<tr>
<td>2:30 pm</td>
<td>Paving continues along the northbound lane at 131st St.</td>
</tr>
<tr>
<td>3:30 pm</td>
<td>End of Shift paving completed.</td>
</tr>
</tbody>
</table>
Street sweeping and tack coating.

Base paving for the ac rubber placement in progress.

AC rubber cap along the Northbound lane of Wilmington Ave.

Sand blocking taking placed over the placed AC rubber cap.
Soils Technician taking compaction tests over placed rubber cap.

EBS Utilities adjusters on site to raise MH ring and cover.
City of Laguna Niguel
Crown Valley Parkway Pavement Rehabilitation Project
Cash Contract No. 15-07
STPL-5458 (015)

WEEKLY STATEMENT OF WORKING DAYS

REPORT No. 13

Contractor: Hardy & Harper, Inc.

The following statement shows the number of working days charged to your contract for the week ending September 1, 2017.

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Weather, Weather Conditions, or Other Conditions</th>
<th>Working Day</th>
<th>Non-Working Days Caused by Weather</th>
<th>Working Days No Work Done on Controlling Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 28, 2017</td>
<td>Mon.</td>
<td>Clear and sunny</td>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>August 29, 2017</td>
<td>Tue.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>August 30, 2017</td>
<td>Wed.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>August 31, 2017</td>
<td>Thurs.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>September 1, 2017</td>
<td>Fri.</td>
<td>N/A</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Days this week: 1

Days previously reported: 59

Total days to date: 60

TIME EXTENSIONS

<table>
<thead>
<tr>
<th>Days This Report</th>
<th>CCD Numbers</th>
<th>Days Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Days Previously Reported</th>
<th>CCD Numbers</th>
<th>Days Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total days to date</th>
<th>CCD Numbers</th>
<th>Days Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

COMPUTATION OF EXTENDED DATE FOR COMPLETION

<table>
<thead>
<tr>
<th>Number of Days</th>
<th>Numbered Day</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>48</td>
<td>June 5, 2017</td>
</tr>
<tr>
<td>107</td>
<td></td>
<td>August 28, 2017</td>
</tr>
<tr>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Controlling Operation / Other Operation(s): Site clean-up and final walk through.

REMARKS: This report is revised to reflect the following: the right column for this and all previous reports should be blank, all time accounting should be shown on the right column, and controlling/other operations items should be separated from the remarks on all previous reports. The project construction was completed on Aug. 18, 2017. The last day of contract was Aug. 28, 2017

Issued By: [Signature]  Aug. 25, 2017; revised June 7, 2018

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise the statement shall be deemed to have been accepted by the Contractor as correct.
September 16, 2019

Mrs. Monica Heredia, P.E.
Deputy Director (City Engineer)
Public Works Department
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660-1016

Attention: Mr. Kenner Guerrero

SUBJECT: FEE SCHEDULE (PROPOSAL) FOR THE ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

Dear Mr. Guerrero:

LAE Associates, Inc. (LAE) is pleased to have the opportunity to submit the attached Fee Schedules (LAE’s and sub-consultants) to provide On-Call Construction Management & Inspection Services for the City of Pico Rivera beginning October 2019 through December 31, 2022.

Thank you for the opportunity to present this information. Please feel free to contact me with any inquiries at (714) 993-2840 or FredA@LAEassociates.com.

Sincerely,

Fred Alamolhoda, P.E.

[Signature]

President

Attachment: Fee Schedules - LAE, Wilidan Geotechnical, and GCAP Services
LAE Associates, Inc.

Fee Schedule
LAE’s fee to perform the work described in the technical proposal will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City of Pico Rivera to complete the requested tasks.

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-In-Charge</td>
<td>$195</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Project/Construction Manager</td>
<td>$175</td>
</tr>
<tr>
<td>Programming Coordinator</td>
<td>$150</td>
</tr>
<tr>
<td>Assistant Project/Construction Manager</td>
<td>$150</td>
</tr>
<tr>
<td>Field Supervisor</td>
<td>$150</td>
</tr>
<tr>
<td>Construction Observer/Inspector</td>
<td>$145</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>$100</td>
</tr>
<tr>
<td>Junior Engineering Aid</td>
<td>$70</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$70</td>
</tr>
<tr>
<td>Actual Mileage (will be adjusted per IRS guidelines)</td>
<td>$0.58/Mile</td>
</tr>
</tbody>
</table>

October 1, 2019 through December 31, 2022
## GCAP Services - Fee Schedule

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sylvia Linn</td>
<td>Director of Compliance Relations</td>
<td>$110.00</td>
</tr>
<tr>
<td>Kim Morales</td>
<td>Senior Labor Compliance Analyst</td>
<td>$95.00</td>
</tr>
<tr>
<td>Stephannie Gabaldon</td>
<td>Labor Compliance Analyst</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

*Mileage is calculated at a rate of $0.58 per mile.*
BASIS OF CHARGES – PREVAILING WAGE

REGULAR WORK HOURS: First 8 hours Monday through Friday.

TIME AND ONE HALF: After 8 hours and up to 12 hours Monday through Friday, and first 12 hours Saturday.

DOUBLE TIME: After 12 hours Monday through Saturday, and all hours worked Sunday and holidays including New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and the first Saturday following the first Friday in the months of June and December.

SHIFT DIFFERENTIAL: Swing Shift: +10% for first 8 hours worked. Graveyard Shift: +15% for first 8 hours worked.

MINIMUM HOURLY CHARGES: Special Inspector / Field Technician (Field Time Only)
   A. Cancellation of inspections not canceled by 4:00 p.m. on preceding day: 2 hours
   B. One-half working day or less: 4 hours
   C. Over one-half working day: 8 hours

CANCELLATIONS: No charge if made before 4:00 p.m. of the preceding day. See Minimum Charge.

CYLINDER HOLDS: All hold cylinders will be disposed of after the 28-day break meets the required strength, unless specified in writing by the client prior to the 28-day break. Long term or large amounts of hold cylinders may be subject to storage fees.

OUTSIDE SERVICES: Outside services requested by client performed by others and direct costs expended on the client’s behalf are charged at cost plus 15%. These expenses include equipment rental, parking, subsistence, photographs, co-insurance endorsement, blueprinting, reproduction, messenger services, printing, etc. A sub-consultant management fee of 15% will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination.

MILEAGE CHARGES: If applicable, mileage for inspection / technician between 40 miles and 100 miles from Willdan’s nearest office will be charged per effective federal rate or per agreed rate for vehicle usage. Any mileage over 100 is per quote basis.

REPORT CHARGES AND SECRETARY TIME: See fee schedule. A maximum of 5 copies will be issued for each report. Reissuing of reports is per quote basis.

REPORTING: All reports will be considered confidential information and be distributed to the client and those designated by Chapter 17 of CBC, Chapter 4 of CAC, and/or authorized in writing by client.

PAYMENT TERMS: Payment will be due on receipt of invoice. Interest will be added to accounts 30 days in arrears for each month of delinquency; the maximum rate allowed by law will be added to the unpaid balance until paid in full. Any Attorney’s fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

PARKING: When not furnished for the inspector/technician, parking charges will be reimbursed by the client.

SUBSISTENCE: When applicable, subsistence will be charged to the client / project by quotation.

INSURANCE: Willdan’s employees carry all insurance required by law. Any additional cost for special insurance required by the client, including increased policy limits, adding additional insured parties, and waivers of subrogation will be billed at cost plus 20 percent.

LICENSES & PERMITS: Any additional cost for special licenses or permits for a project will be billed at cost.

PREVAILING WAGE: The hourly rates provided are in compliance with prevailing wage requirements. As the rates for California Prevailing Wage increase, our hourly rates will increase accordingly.
## FEE SCHEDULE

**Geotechnical & Material Inspection & Testing**  
**Effective October 1, 2019 through December 30, 2022**  
**Laboratory Testing – Material**

### Concrete
- 6"x12" & 4"x8" Cylinder Compression Test (ASTM C39) .......................................................... $ 20 per Test  
- 2", 4" & 6" Diameter Cores Compression Test .......................................................... $ 20 per Test  
- 3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495) ................. $ 20 per Test  
- Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42) .......................... $ 45 per Test  
- Unit Weight of Hardened Lightweight Concrete (ASTM C567) .................................. $ 35 per Test  
- Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684) .......................... $ 40 per Test

### Masonry
- 2"x4" Mortar Cylinder Compression Test (ASTM C780) .............................................. $ 20 per Test  
- 2"x2" Mortar Cube Compression Test (ASTM C109) .............................................. $ 20 per Test  
- 3"x8" Grout Prism Compression Test (ASTM C1019) .............................................. $ 20 per Test  
- CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447) ................. $ 135 per Test  
- CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447) ....... $ 160 per Test

### Steel Reinforcement
- Tensile or Bend Test, up to #8 (ASTM A370) .......................................................... $ 45 per Test  
- Tensile or Bend Test, #9 to #11 (ASTM A370) .......................................................... $ 55 per Test  
- Tensile or Bend Test, #14 (ASTM A370) .......................................................... $ 80 per Test

### Fireproofing
- Unit Weight (UBC 7-6) ......................................................................................... $ 35 per Test  
- Cohesion / Adhesion (UBC 7-6) ........................................................................ $ 45 per Test

### Administrative Services
- Sample Pickup from Field ................................................................................ $ 45 per Trip  
- Mix Design Review ............................................................................................ $ 200 per Mix  
- Lab Test Report ............................................................................................... $ 10 per Report
# FEE SCHEDULE
Geotechnical & Material Inspection & Testing
Effective October 1, 2019 through December 30, 2022
Laboratory Testing – Geotechnical

<table>
<thead>
<tr>
<th>Identification and Index Properties</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-situ Moisture and Density (ASTM D2937)</td>
<td>$20 per Test</td>
</tr>
<tr>
<td>Grain Size Analysis – Sieve Only (ASTM D6913)</td>
<td>$100 per Test</td>
</tr>
<tr>
<td>Grain Size Analysis – Sieve &amp; Hydrometer (ASTM D6913 &amp; D7928)</td>
<td>$150 per Test</td>
</tr>
<tr>
<td>Percent Passive #200 Sieve (ASTM D1140)</td>
<td>$50 per Test</td>
</tr>
<tr>
<td>Atterberg Limits – Multi Point (ASTM D4318)</td>
<td>$110 per Test</td>
</tr>
<tr>
<td>Atterberg Limits – One Point (ASTM D4318)</td>
<td>$75 per Test</td>
</tr>
<tr>
<td>Specific Gravity (ASTM D854)</td>
<td>$75 per Test</td>
</tr>
<tr>
<td>Sand Equivalent (ASTM D2419)</td>
<td>$75 per Test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Compaction and Bearing Strength</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified Proctor Compaction – Method A or B (ASTM D1557)</td>
<td>$175 per Test</td>
</tr>
<tr>
<td>Modified Proctor Compaction – Method C (ASTM D1557)</td>
<td>$175 per Test</td>
</tr>
<tr>
<td>Compaction (CTM 216)</td>
<td>$180 per Test</td>
</tr>
<tr>
<td>California Bearing Ratio, CBR – 3 Points (ASTM D1883)</td>
<td>$450 per Test</td>
</tr>
<tr>
<td>R-Value</td>
<td>$250 per Test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shear Strength</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Torvane / Pocket Penetrometer</td>
<td>$15 per Test</td>
</tr>
<tr>
<td>Direct Shear, Consolidated Drained – per Point (ASTM D3080)</td>
<td>$85 per Test</td>
</tr>
<tr>
<td>Direct Shear, Residual – per Point (ASTM D3080)</td>
<td>$120 per Test</td>
</tr>
<tr>
<td>Unconfined Compression (ASTM D2166)</td>
<td>$120 per Test</td>
</tr>
<tr>
<td>Unconsolidated-Undrained (UU)</td>
<td>$150 per Test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consolidation, Collapse and Swell</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)</td>
<td>$160 per Test</td>
</tr>
<tr>
<td>Consolidation – Additional Load Increment (ASTM D2435)</td>
<td>$25 per Test</td>
</tr>
<tr>
<td>Consolidation – Additional Time Rate per Load Increment (ASTM D2435)</td>
<td>$50 per Test</td>
</tr>
<tr>
<td>Collapse Test – Single Point</td>
<td>$50 per Test</td>
</tr>
<tr>
<td>Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)</td>
<td>$70 per Test</td>
</tr>
<tr>
<td>Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)</td>
<td>$70 per Test</td>
</tr>
<tr>
<td>Remolded Sample per Specimen</td>
<td>$50 per Test</td>
</tr>
<tr>
<td>Expansion Index (ASTM D4829 / UBC 29-2)</td>
<td>$125 per Test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Laboratory Permeability</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constant Head (ASTM D2434)</td>
<td>$235 per Test</td>
</tr>
<tr>
<td>Falling Head Flexible Well (ASTM D5684)</td>
<td>$285 per Test</td>
</tr>
<tr>
<td>Triaxial Permeability (EPA 9100)</td>
<td>$330 per Test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chemical Tests</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrosivity (pH, Resistivity, Sulfates, Chlorides)</td>
<td>$165 per Test</td>
</tr>
<tr>
<td>Organic Contents (ASTM D2974)</td>
<td>$70 per Test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Asphalt Tests</th>
<th>Cost per Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extraction / Asphalt (CTM 382)</td>
<td>$200 per Test</td>
</tr>
<tr>
<td>Hvem / Marshall Maximum Density (CTM 304, 308)</td>
<td>$350 per Test</td>
</tr>
<tr>
<td>Wash Gradation (CTM 202)</td>
<td>$105 per Test</td>
</tr>
</tbody>
</table>
## FEE SCHEDULE

**Geotechnical & Material Inspection & Testing**  
**Effective October 1, 2019 through December 30, 2022**  
**Personnel – Prevailing Wage**

### Special Inspection Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Post-Tension Concrete Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Shotcrete Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Masonry Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Epoxy Injection &amp; Anchors Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Fireproofing Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Welding Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Building Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Shear Wall / Seismic Hardware Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Concrete Batch Plant Inspection</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Structural Steel / Welding / Bolting Shop Inspection (Local)</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Structural Steel / Welding / Bolting Shop Inspection (Outside Local Area)</td>
<td>$100  per Quote</td>
</tr>
<tr>
<td>Fireproofing Inspection</td>
<td>$100  per Hour</td>
</tr>
</tbody>
</table>

### Technician Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil / Asphalt Technician</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Asphalt Batch Plant Technician</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Material Technician</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Pachometer Technician</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Moisture Testing Technician</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Pull-cuts Test on Embedded Bolts, Anchors, Dowels, Splay Wires</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Coring and Siding</td>
<td>$100  per Hour</td>
</tr>
<tr>
<td>Laboratory Technician</td>
<td>$80   per Hour</td>
</tr>
<tr>
<td>Field Vehicle Usage (by Soil/Asphalt Technician)</td>
<td>$5    per Hour</td>
</tr>
<tr>
<td>Field Nuclear Gauge Usage (by Soil/Asphalt Technician)</td>
<td>$5    per Hour</td>
</tr>
</tbody>
</table>

### Non-Destructive Testing (NDT)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dye Penetrant Testing</td>
<td>$110  per Hour</td>
</tr>
<tr>
<td>Ultrasonic Testing</td>
<td>$110  per Hour</td>
</tr>
<tr>
<td>Magnetic Particle Testing</td>
<td>$110  per Hour</td>
</tr>
<tr>
<td>Radiographic Testing</td>
<td>$110  per Quote</td>
</tr>
</tbody>
</table>

### Professional Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduling / Supervision</td>
<td>$120  per Hour</td>
</tr>
<tr>
<td>Staff Engineer / Geologist</td>
<td>$125  per Hour</td>
</tr>
<tr>
<td>Sr. Staff Engineer / Geologist</td>
<td>$145  per Hour</td>
</tr>
<tr>
<td>Project Engineer / Geologist</td>
<td>$185  per Hour</td>
</tr>
<tr>
<td>Senior Geotechnical Engineer / Geologist</td>
<td>$195  per Hour</td>
</tr>
<tr>
<td>Principal Engineer / Geologist</td>
<td>$200  per Hour</td>
</tr>
<tr>
<td>Expert Witness by Principal Engineer / Geologist</td>
<td>$350  per Hour</td>
</tr>
</tbody>
</table>

### Administrative

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>$75   per Hour</td>
</tr>
<tr>
<td>Computer Data Entry</td>
<td>$75   per Hour</td>
</tr>
<tr>
<td>Word Processing</td>
<td>$70   per Hour</td>
</tr>
<tr>
<td>Computer Time</td>
<td>$15   per Hour</td>
</tr>
<tr>
<td>CAD Operator</td>
<td>$100  per Hour</td>
</tr>
</tbody>
</table>

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Please refer to "Basis of Charges" for terms and conditions of charges.
To: Mayor and City Council
From: City Manager
Meeting Date: March 24, 2020
Subject: ON-CALL ENGINEERING SERVICES – AWARD PROFESSIONAL SERVICES AGREEMENTS

Recommendation:

1. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to Willdan to provide on-call engineering services;

2. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to NV5, Inc. to provide on-call engineering services;

3. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to Kimley Horn & Associates, Inc. to provide on-call engineering services;

4. Award a Professional Services Agreement for a term of three (3) years in the total amount of up to $2,000,000 to Yao Engineering, Inc. to provide on-call engineering services; and

5. Execute the agreements in a form approved by the City Attorney.

Fiscal Impact:

The contract amount for each firm is up to $2,000,000 for a term of three (3) years for professional engineering services. The Engineering Division will process purchase orders (PO) on an as-needed basis with selected firms to provide engineering design and support services. Accounts for the PO’s will be established based on the project(s) and funding source(s) available such as Measure M, Measure R, Proposition C, Water Funds, etc.

Discussion:

The Public Works Department develops plans, specifications and estimates for Capital Improvement Projects. In anticipation of the capital projects that will be identified following the completion of the water, sewer and storm drain master plans, as well as
the implementation of the City’s Pavement Management Program, Staff recommends for the City to have access to on-call engineering services for various Public Works projects. Typical projects include, but will not be limited to, roadway, streetscape, landscaping, utility, bridges, safety lighting, traffic signal and other public works construction projects.

A Request for Proposals (RFP) for on-call engineering services was distributed on November 15, 2019 and posted on the City’s website through PlanetBids.com. On December 18, 2019, the City received proposals from nineteen (19) firms in response to the RFP as follows:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Ranking Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willdan Engineering</td>
<td>94</td>
</tr>
<tr>
<td>NV5, Inc.</td>
<td>94</td>
</tr>
<tr>
<td>Kimley Horn &amp; Associates, Inc.</td>
<td>93</td>
</tr>
<tr>
<td>Yao Engineering, Inc.</td>
<td>92</td>
</tr>
<tr>
<td>Onward Engineering</td>
<td>90</td>
</tr>
<tr>
<td>BKF Engineers</td>
<td>90</td>
</tr>
<tr>
<td>KOA Corporation</td>
<td>89</td>
</tr>
<tr>
<td>PacRim Engineering</td>
<td>86</td>
</tr>
<tr>
<td>CNC Engineering, Co.</td>
<td>86</td>
</tr>
<tr>
<td>Kreuzer Consulting Group</td>
<td>86</td>
</tr>
<tr>
<td>Infrastructure Engineers</td>
<td>85</td>
</tr>
<tr>
<td>Civil Works Engineers</td>
<td>85</td>
</tr>
<tr>
<td>SA Associates</td>
<td>85</td>
</tr>
<tr>
<td>JMC²</td>
<td>83</td>
</tr>
<tr>
<td>HR Green Pacific, Inc.</td>
<td>82</td>
</tr>
<tr>
<td>Quantum Consulting Inc.</td>
<td>81</td>
</tr>
<tr>
<td>Valued Engineering, Inc.</td>
<td>79</td>
</tr>
<tr>
<td>Mulholland Consulting, Inc.</td>
<td>75</td>
</tr>
<tr>
<td>Roshanian &amp; Associates</td>
<td>69</td>
</tr>
</tbody>
</table>

In order to maximize the City’s flexibility and promote competition, staff recommends to award separate contracts to four (4) qualified consultants to provide the necessary engineering services. A panel of three (3) staff members from the Public Works Department independently reviewed and scored the proposals based on the qualifications based criteria prescribed in the RFP and the proposals submitted by each firm.
Services to be provided include project management, community outreach, preliminary engineering and environmental studies, surveying, utility coordination, right of way coordination and determination, preparation of engineering plans specifications and estimates, construction support services, grant administration assistance, geographical information system support services and prior rights expertise services. The services will be provided on an as-needed basis.

The City reserves the right to assign projects to each of the consultants at its sole discretion based on project requirements, funding requirements, as well as the availability of each consultant. Selection of a firm does not necessarily guarantee the award of work of any specific contract value.

**Conclusion:**

Staff recommends selection of four (4) firms to provide on-call engineering services, as needed. The Professional Service Agreements will remain active for a minimum of three (3) years with options to extend the agreements for two (2) additional one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the three year term.

The selected qualified firms will be available to provide services on an as-needed basis for engineering design and support services in the delivery of a variety of projects. These firms may be contacted during the term of the agreement to provide a fee proposal for individual projects and in accordance with the procedural requirements of the funding source for each project.

Steve Carmona

SC:MH:KG:lg

**Enclosures:**

1) Professional Services Agreement – Willdan
2) Professional Services Agreement – NV5, Inc.
3) Professional Services Agreement – Kimley Horn & Associates
4) Professional Services Agreement – Yao Engineering, Inc.
1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and Willdan Engineering, (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. **RECITALS**

   2.1 City has determined that it requires professional services from a consultant to provide on-call engineering services.

   2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

   3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s December 11, 2020 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

   3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s December 11, 2020 proposal to City attached hereto as Exhibit “B.”

   3.3 “Commencement Date”: March 24, 2020

   3.4 “Expiration Date”: March 31, 2023

4. **TERM**

   The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Million Dollars ($2,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.
8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Vanessa Munoz, Director of Engineering, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state,
federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any
copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this
Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any
incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.
16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Million Dollars ($2,000,000) per occurrence of claim/ Four Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail,
postage prepaid, to the addresses listed below (or to such other addresses as the
Parties may, from time to time, designate in writing).

If to City: If to Consultant:
Steve Carmona, City Manager Vanessa Munoz, Director of
City of Pico Rivera Engineering
PO Box 1016 Willdan Engineering
6615 Passons Blvd. 13191 Crossroads Pkway North
Pico Rivera, California 90660-1016 Suite 405
Facsimile: (562) 801-4765 Industry, CA 91746

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and
Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or
termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five
(5) calendar days’ written notice to Consultant. Consultant shall have the right to
terminate this Agreement for any reason on sixty (60) calendar days’ written notice to
City. The effective date of termination shall be upon the date specified in the notice of
termination. Consultant agrees that in the event of such termination, City’s obligation to
pay Consultant shall be limited to payment only for those services satisfactorily
rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective
date of any notice of termination. All City data, documents, objects, materials or other
tangible things shall be returned to City upon the termination or expiration of this
Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance
by Consultant, then Consultant shall be paid based on the work satisfactorily performed,
as solely determined by the City, at the time of termination. In no event shall Consultant
be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
28. **COURT COSTS AND ATTORNEY FEES**

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
WILLDAN ENGINEERING

______________________________ ___________________________________
Gustavo V. Camacho, Mayor Vanessa Munoz, Director of Engineering

Dated: ________________________    Dated: _____________________________

ATTEST:                        APPROVED AS TO FORM:

___________________________ ___________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney
# Table of Contents

**Cover Letter**

**Executive Summary** .......................................................................................................................... 1
- Strong Project Manager .................................................................................................................. 1
- City of Pico Rivera and County of Los Angeles Knowledge ....................................................... 1
- State and Federal Grant-Funded Project Expertise ...................................................................... 1
- State and Federal Grant Funding Expertise .................................................................................. 1
- High-Speed Rail Expertise ............................................................................................................. 1

**Proposer’s Qualifications and Methodology** .................................................................................. 2
- A – Qualifications ........................................................................................................................... 2
  - Firm Profile ............................................................................................................................... 2
  - Core Competencies ..................................................................................................................... 2
  - Relevant Experience .................................................................................................................... 7
  - Project Team ............................................................................................................................. 15
- B – Understanding of Scope of Services ....................................................................................... 20
  - Project Intent and City’s Expectations ...................................................................................... 20
- C – Methodology and Work Plan ................................................................................................... 20
  - Contract Services Approach Overview .................................................................................... 20
  - Project Approach ...................................................................................................................... 21
  - Methodology ............................................................................................................................. 22

**Cost Proposal** .................................................................................................................................. 26

**Other Information** .......................................................................................................................... 27
- A – Company Information .............................................................................................................. 27
  - Firm Name and Address ............................................................................................................. 27
  - Parent Company Name and Location: ...................................................................................... 27
  - DBE and Other Subconsultant Support .................................................................................... 27
- B – Client References ...................................................................................................................... 27
- C – Contract Exceptions ................................................................................................................. 29

**Required Certifications**

**Resume Appendix**

**Sample Plans**
Cover Letter

December 11, 2019

City of Pico Rivera
Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660

Attention: Mr. Kenner Guerrero, Associate Engineer

Subject: Proposal for On-Call Engineering Services

Dear Mr. Guerrero:

The City of Pico Rivera is seeking consultants to provide on call engineering services for a wide range of engineering and public works construction projects. As we have for the past 28 years, Willdan Engineering is well suited to continue partnering with the City to achieve a fast-track approach for the City's large range of improvement projects. Willdan's proposed team members are familiar with the City's policies, standards, and processes. They are experienced working together as an integral part of municipal agency on-call teams for the cities of Lakewood, Paramount, Ridgecrest, Westlake Village La Puente, Los Alamitos, Brea, San Juan Capistrano, and South Gate – to name a few. Willdan's proposal will provide the City with insight into our proposed team's expertise and relevant on-call contract experience.

As requested, Willdan guarantees that contents of this proposal are valid for a period of 90 calendar days from the date of this submittal. Willdan acknowledges receipt of Addendum No.1 dated November 20, 2019 and the City's posed Q&A. Willdan intends to perform under the City's on-call agreement as a single proposer and will bear sole and complete responsibility for all work as defined in the Request for Proposals and in the agreed-upon resultant agreement, even if any work is performed by a subconsultant approved by the City.

Ms. Vanessa Munoz, PE, TE, PTOE, Director of Engineering, is authorized to negotiate on behalf of Willdan Engineering and bind the firm to the on-call contract. She can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 6225; by cell phone at (562) 447-6844; by fax at (562) 695-2120; or by email at vmunoz@willdan.com.

We are confident our services, coupled with our City of Pico Rivera 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 by providing exemplary services for this very important contract. If there are any questions regarding our services or submittal, please contact our proposed Project Manager, Mr. Tyrone Peter, PE, by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; by fax at (562) 695-2120; or by email at tpeter@willdan.com.

Respectfully submitted,

Willdan Engineering

Vanessa Muñoz, PE, TE, PTOE
Director of Engineering
Executive Summary

The City of Pico Rivera is seeking a consultant to provide on-call engineering services to streamline the process for designing, engineering, and managing various City public and private development projects. Willdan has been providing on-call engineering design services for over 55 years and is well suited to continuing our partnership with the City to achieve a fast-track approach for the City’s public improvement and private development projects. Our proposed staff members are experienced working together as an integral part of municipal agency on-call improvement projects. As a multi-disciplinary firm, we have a full complement of resources to provide additional staffing as well as technical support and research. Briefly, Willdan offers:

Strong Project Manager

Mr. Tyrone Peter, PE, will serve as Project Manager and the City’s main point of contact for the on-call contract. In his 13-year career, Mr. Peter has acquired comprehensive public works experience, including project management, design, and construction support of civil infrastructure, traffic, reconstruction, rehabilitation, landscape architecture, utility re-location, drainage, and wastewater projects. He works with many public agencies providing engineering services within Los Angeles, Orange, Riverside, San Bernardino, Fresno, and Northern California counties. This extensive experience ranges from feasibility studies to developing final construction documents and is invaluable in providing the perspectives needed to assist the City of Pico Rivera with delivery of needed on-call services.

City of Pico Rivera and County of Los Angeles Knowledge

Having worked with and in the City of Pico Rivera as for over 28 years and recently completing the City’s Hot Spot improvements, we possess a keen understanding of the City’s goals and objectives. We are highly familiar with the City’s policies, procedures, funding resources, guidelines, and standards. This knowledge and experience enables us to quickly initiate projects and respond appropriately to City staff input and/or concerns. Team members such as Mr. Tyrone Peter, PE; Ms. Vanessa Muñoz, PE, TE, PTOE; Ms. Joanne Itagaki; Ms. Jane Freij; Ms. Diane Rukavina, PE; Mr. Rafael Suarez; and Mr. Frederick Wickman, PE, have all provided services to the City of Pico Rivera.

In addition, our team members offer extensive expertise with County of Los Angeles standards, guidelines, processes, and procedures. Through working with the County directly or by serving our Los Angeles County clients, our entire team offers strong backgrounds with County codes and regulations.

State and Federal Grant-Funded Project Expertise

Willdan has assisted local agencies with navigating the processes for state- and federal-funded projects, including project conception, permitting through appropriate oversight agencies, completing and processing required grant forms, and closeout in conformance with the Caltrans Local Assistance Procedures Manual. Our proposed project management team Mr. Tyrone Peter, PE; Mr. Fredrick Wickman, PE; and Ms. Vanessa Muñoz, PE, TE, PTOE, along with our Task Managers Mr. Rafael Casillas, PE; Mr. John Hidalgo, RLA; Mr. David Knell, PLS; Mr. Mohsen Rahimian, PE, GE; and other civil and traffic engineering support team members possess extensive expertise with grant-funded projects. Proposed team member Ms. Jane Freij specializes in labor compliance and DBE goal setting and compliance. Our construction managers and inspectors possess strong hands-on experience with Caltrans methodologies.

State and Federal Grant Funding Expertise

Willdan has staff such as Mr. Jeffrey Lau, PE, TE; Ms. Nicolle Spann, EIT; and Ms. Rosa Kang who are highly proficient in acquiring state and federal funding through HSIP, ATP, Urban Greening, Proposition 68, SB-1, Measures M and R, and other funding sources. They efficiently and effectively prepare the required documents to file necessary project applications and authorization documentation for traffic- and transportation-related funding and competitive grant applications for our client cities. Our grant funding administration team member Ms. Diane Rukavina, PE, specializes in grant administration through Caltrans Local Assistance Together, these team members offer the City vast knowledge of local/state/federal funding availability, procurement, and administration from a myriad of funding sources.

High-Speed Rail Expertise

Willdan has provided a variety of services for several cities along the high-speed rail corridor. We have developed working relationships with the cognizant city and county staff and we understand their concerns—as well as those of the residents affected by the rail project. These established relationships facilitate access to record information and help us expedite processing of permits and plans necessary to obtain project approvals.
Proposal for On-Call Engineering Services

Proposer's Qualifications and Methodology

A – Qualifications

Firm Profile
Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal engineering, planning, construction management and inspection, and building safety services along with a full complement of support disciplines.

Willdan’s contact person for this submittal is proposed Project Manager, Mr. Tyrone Peter, PE. He can be contacted by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; by fax at (562) 695-2120; or by email at tpeter@willdan.com.

Financial Stability
Throughout our 55 years in business, Willdan has maintained a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering an expanding range of municipal services. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found at www.willdan.com.

There are no pending conditions such as bankruptcy, pending litigation, planned office closure, impending merger, etc., that would impede Willdan’s ability to complete the City's contract for city, traffic, and general engineering services.

Corporate Mission and Philosophy
From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their jurisdictions.

Unique to Willdan is our understanding of public agency needs and issues. Willdan’s professionals often serve to extend our clients’ staff in the capacity of city and traffic engineers, planning directors, building officials, and other public agency positions. Additionally, many provide the added value of having served in public agency management positions prior to joining Willdan.

As described as part of our Best Practices in the Project Management Team subsection of this proposal, Willdan’s Customer-First corporate culture is at the forefront of all our staff’s day-to-day work environment. Our clients’ best interests are at the heart of our services.

Core Competencies
Willdan’s core competencies are in direct alignment with the services required for the City of Rialto’s On-Call Professional Civil Engineering Services contract.
Survey, Mapping, and Right-of-Way Engineering

Willdan provides a wide range of surveying, mapping, and right-of-way engineering services for major transportation improvements, street widenings, sewer and water improvements, urban redevelopment, final and parcel maps, and easement descriptions. Field services provided by Willdan and/or our subconsultants include boundary surveys and research, topographic base mapping, right-of-way easement stakeout, construction staking, and site surveys. Representative Los Angeles County projects include:

- Firestone Boulevard Corridor Capacity Enhancement, City of South Gate
- Urban Greening Bike Trail Improvements, City of Lynwood
- Roadside Drive Bridge Widening, City of Agoura Hills
- Garfield Avenue Corridor Improvements, City of Paramount

Geotechnical Engineering

Willdan provides a full gamut of geotechnical studies, engineering geology, and materials testing and inspection, including subsurface exploration, geologic and seismic hazard assessment, soil testing, engineering and pavement analyses and designs, construction support (soils and materials testing and inspection), and special studies. Willdan’s soils and materials testing laboratory is certified by Caltrans and participates in the AMRL and CCRl proficiency programs. Representative Los Angeles County projects include:

- Beverly Landscape Median, City of Pico Rivera
- Ellis Lane Pavement Study, City of Rosemead
- Philadelphia and Nell Soto Park Improvements, City of Pomona
- Firestone Boulevard Corridor Capacity Enhancement, City of South Gate

Environmental Compliance and Permitting

Willdan has a prolific history of providing environmental planning services to cities and counties throughout California. We have prepared every type of environmental document pursuant to the California Environmental Quality Act and the National Environmental Policy Act, including environmental impact reports/statements, initial studies and negative declarations/mitigated negative declarations, environmental assessments/findings of no significant impact and exemptions/exclusions. Representative Los Angeles County projects include:

- CalRecycle Grant Application and Management, City of Paramount
- Police Station Parking Lot Expansion, City of South Gate
- Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements, City of Hidden Hills
- Garfield Avenue Corridor Improvements, City of Paramount

Qualifications to Provide Required Services

- High-performance leadership
  - Project Manager, Tyrone Peter, PE, offers over 13 years of civil design experience
- Comprehensive knowledge of Measures R and M funding requirements
- Clear understanding and familiarity with multiple agency processes and procedures
- Award-winning experience
  - 55 years of municipal traffic and civil engineering – over 42 agencies
  - Team project experience
    - 73 parking lots
    - 58 Caltrans encroachment permits
    - 1000+ ADA improvement
    - 3 main gate entrances
    - 250 street widenings
    - 20 grant administration
    - 361 signing and striping
    - 187 street lighting
- Satisfied, repeat clients
  - City of South Gate – 19 years
  - City of Rolling Hills Estates – 38 years
  - City of Norwalk – 20 years
  - City of Paramount – 40 years
- American Public Works Association awards
  - South Gate Firestone Boulevard Corridor Capacity Enhancement
  - Los Angeles MTA Orange Line Extension Design/Build
  - Rolling Hills Estates Palos Verdes Drive North Bike Lane
  - Westlake Village Lindero Canyon Road Bridge
  - Elk Grove Bond/Bader Road Intersection Signal
  - Elk Grove Grant Line Road Widening and Grade Separation
Utility Coordination and Permitting
Willdan’s utility coordination staff is knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types. Representative Los Angeles County projects include:
- Rosemead Boulevard and Whittier Boulevard Congestion Hot Spot, City of Pico Rivera
- Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera
- Crosswalk Improvements HSIP Cycle 8, City of La Puente
- Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood
- Firestone Boulevard Corridor Capacity Enhancement, City of South Gate

Civil Engineering
Willdan’s civil engineers offer a full complement of roadway and highway design, including feasibility studies (site evaluation/grading/earthwork); project studies and reports; final design; erosion control and site remediation; storm water management; NPDES compliance; utility conflict, ADA, and value engineering analyses; cost estimating and scheduling; and constructability review. Representative Los Angeles County projects include:
- Rosemead Boulevard and Whittier Boulevard Congestion Hot Spot, City of Pico Rivera
- Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera
- Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood
- Urban Greening Bike Trail Improvements, City of Lynwood
- Los Alamitos Boulevard Median Improvements, City of Los Alamitos

Stormwater Engineering
Willdan has expertise in all aspects of hydrology, drainage, and flood control – ranging from local and regional drainage and flood control improvements to hydraulic and sediment transport analyses of major rivers. Quality engineering solutions in drainage and stormwater management have been one of the primary elements of Willdan’s municipal and public works experience. Willdan has prepared many watershed and floodway studies, completed flood control and drainage engineering projects, and performed design and construction inspection services throughout California. Representative Los Angeles County projects include:
- Fiscal Year 2019/20 NPDES Services, City of Bell
- Stormwater Constructability Review, City of Culver City
- Rams Football Stadium Multi-Modal Transit Center Facility, City of Inglewood
- Palos Verdes Drive South Intersection Improvements, City of Rancho Palos Verdes

Traffic Engineering
Willdan’s traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying and making recommendations on traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Willdan prepares traffic engineering designs to warn, regulate, and guide traffic. We develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans. Representative Los Angeles County projects include:
- Rosemead Boulevard and Whittier Boulevard Congestion Hot Spot, City of Pico Rivera
- Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera
- Paramount Boulevard Traffic Signal Upgrades, City of Downey
- Hidden Hills Traffic Impact Study, City of Hidden Hills/Ashley Construction
- Systemic Safety Analysis, City of La Cañada Flintridge
- SCAG Sustainability Planning Grant Application, City of La Puente
**Structural Engineering**

Willdan’s experienced staff performs bridge advance planning studies and analyzes and designs bridges, sound walls, retaining walls, and buildings. Willdan’s team has experience working on new, replacement, or rehabilitated bridges; cofferdams; tie-back walls; demolition; falsework and form design; and design of work trestles and temporary bridges for construction. Our staff members have designed weirs, spillways, box culverts, lined channels, custom-designed manhole inlets, and pipe protection. In addition, our staff has in-depth knowledge of all federal, state, and local criteria and methodologies for preparing project development documents, design, construction documents, and processing design of new bridges and bridge widenings, including the latest seismic analysis and design procedures. Our structures staff has had tremendous success obtaining HBP grants to fund our clients’ bridge improvement and replacement projects. Representative Los Angeles County projects include:

- Roadside Avenue Bridge Widening, City of Agoura Hills
- Del Amo Boulevard at Lakewood Boulevard Bridge Widening, City of Lakewood
- Linderoc Canyon Road Bridge Improvement, City of Westlake Village
- Westlake Village Community Park, City of Westlake Village
- Walker Creek Bridge Replacement, County of Glenn

**Pavement Engineering**

Willdan is at the forefront developing new and more cost-effective approaches to rehabilitating pavement structures. Design specifications have been tested and refined for various processes using methods and materials proven to be economical and effective in their application. Our pavement engineering has resulted in a greater understanding of how attention to small or prior record details such as crack treatments, interlayer placement, and removal area selections are crucial to a durable finished pavement. Representative Los Angeles County projects include:

- Pioneer Boulevard Pavement Rehabilitation, City of Norwalk
- Interstate 5 Preconstruction Mitigation, City of La Mirada
- Inglewood Boulevard Pavement Rehabilitation, City of Inglewood
- Pavement Management System Update, City of Lakewood
- Glenoaks Boulevard Resurfacing Improvements, City of San Fernando

**Landscape Architecture**

Willdan’s landscape architects offer an array of services and expertise that adds long-term value to communities. Our landscape architectural team possesses knowledge of applicable codes and construction experience to ensure code compliance with a focus on site analysis, user needs programming, site design, landscape preservation, land management and reclamation, water conservation, and arboriculture. Representative Los Angeles County projects include:

- John and Lynn Taber Grove Phase 1, City of Rolling Hills Estates
- Elliott Avenue Landscape Improvements, City of La Puente
- Urban Greening Bike Trail Improvements, City of Lynwood
- Clarkdale Skate Park Renovations, City of Hawaiian Gardens
- Firestone Boulevard Corridor Capacity Enhancement, City of South Gate

**Rail Plan Review**

Willdan’s technical and engineering review team members provide plan reviews for a full complement of public infrastructure and private developments. Our team offers highly-qualified discipline specialists capable of evaluating and reviewing civil and traffic engineering, environmental, geotechnical, landscape, and structural designs and reports for infrastructure and transportation projects, residential, industrial, and commercial developments; public buildings; recreational facilities; site grading; landscaping; structural improvements; and utility, storm drain, and flood control facilities.

Since 2013, Willdan has been a design subconsultant for the California High Speed Rail’s Construction Package 1 bullet train project. Through this experience, Willdan has developed positive working relationships with the California High Speed Rail Authority, BNSF, UPRR, SJVRR and other railroad agencies, Counties of Madera and Fresno, City of Fresno, rail corridor designers, utility facility planners,
project construction groups, and permitting agencies. In addition to preparing design packages, Willdan analyzed and reviewed various technical and construction documents and provided conflict analysis for the civil designs. Willdan has employed effective communication and coordination to prevent project delays, taken measures to ensure quality and constructability, utilized 3-D modeling for conflict avoidance and workability within the composite plan reviews, and provided needed oversight to achieve project schedule targets. Representative rail project experience includes:

- Pasadena MetroLink Blue Line Station, Los Angeles County Metropolitan Transportation Authority
- Placentia MetroLink Station Phases I and II, Orange County Transportation Authority
- San Fernando Valley MetroLink Orange Line Extension Design/Build, Los Angeles County Metropolitan Transportation Authority
- John Longville MetroLink Depot Improvements, City of Rialto

**Construction Support**

Willdan provides expertise in all areas of construction engineering support, construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor and DBE compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan’s corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources. Our resident engineers, construction managers, and construction inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity.

As part of every project – whether construction management or design, Willdan performs a formal in-house constructability review by senior-level staff. These reviews identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules and verify the project is biddable and buildable. The reviews ensure consistency and result in bid documents with fewer bid clarifications, claims, and change orders. Representative Los Angeles County projects include:

- Pio Pico Park Improvements, City of Pico Rivera
- Palos Verdes Drive East Storm Drain Repair, City of Rolling Hills Estates
- Caruthers Park Stormwater and Urban Runoff Capture Improvements, City of Bellflower
- Lincoln Park and Citywide ADA Compliance Improvements, City of Pomona
- Safe Routes to School Cycle 7 Inspection, City of San Fernando

**Grant Funding**

Willdan offers expertise in funding sources to assist our clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources. Willdan’s staff members have prepared numerous funding and competitive grant applications for various client cities. The applications require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing detailed cost estimates. Willdan offers expertise in grant writing and winning project selection. Our submittals have a greater than 50 percent award rate on competitive state and federal grants.

Willdan’s team possesses vast experience preparing and processing required Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. Willdan has assisted local agencies at various project stages with state and federal funding, from the initiating request to final invoicing. Willdan team members maintain quality relations with Caltrans’ District Local Assistance. Representative Los Angeles County projects include:

- Roadside Avenue Bridge Widening, City of Agoura Hills
- Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood
- Garfield Avenue Corridor Improvements, City of Paramount
- Interchange 710 Environmental Impact Report/Study Review, City of Paramount
Labor Compliance Management and Oversight

Willdan has been providing federal labor compliance services for over 25 years. This experience enables our staff to develop an extremely efficient compliance management system – perfected through continual review and updates – that maximizes efficiency, minimizes cost, and provides our clients with a high level of comfort about project progress. Our staff members have undergone training to administer projects funded by a variety of state and federal sources, including California Department of Transportation, Federal Highway Administration, Federal Transit Administration, Department of Energy, Environmental Protection Agency, State Water Resources Control Board, Los Angeles County Community Development Commission, and U.S. Department of Housing and Urban Development. Our staff members are cognizant of the reporting requirements for these agencies and have been thoroughly trained in fraud prevention and detection. Representative Los Angeles County clients include:

- City of Inglewood
- City of Paramount
- City of Rancho Palos Verdes

- City of Lakewood
- City of Rolling Hills Estates

Relevant Experience

City of Pico Rivera Experience

Willdan has a demonstrated 28-year history providing city, traffic, geotechnical, right-of-way, and drainage engineering; construction management and inspection; environmental compliance and planning; energy auditing; and other related services to the City of Pico Rivera. Through this experience, we know how to properly navigate the intricacies of Pico Rivera’s project design development and local agency review processes to deliver exceptional client service and successful projects. Our partnership with the City of Pico Rivera includes projects ranging from bridge improvements to pavement rehabilitation.

Other Municipal Agency Experience

Willdan can provide – and is providing – expert design services to meet Pico Rivera’s on-call engineering needs. To ensure a unified, cohesive, effective, and efficient approach, Willdan provides in-house capabilities in a full-spectrum of support functions, including right-of-way, utility relocation, geographic information systems, public participation processes, and interagency coordination. Our design/build experience with U.S. Department of Defense base renovations and Los Angeles County Metropolitan Transit Authority’s Orange Line busway extension, along with our staff’s extensive construction management experience, provides our designers with unique insight into public works construction. This experience has led to enhanced designs that reduce change orders and minimize construction costs.

Upon analyzing the City’s project needs outlined in the Request for Proposals, Willdan has determined that the disciplines required for the project include:

- Community Outreach
- Engineering Studies
- Surveying and Mapping
- Environmental Studies and Documentation
- Utility Research, Coordination, and Relocation
- Right-of-Way Engineering and Acquisition
- Construction Support
- Grant Administration

- Civil Engineering
- Traffic Engineering
- Drainage Engineering
- Materials Testing and Inspection
- Pavement Engineering
- Landscape Architecture
- Structural Engineering

Representative Pico Rivera Projects

- Rosemead Boulevard and Whittier Boulevard Congestion Hot Spot
- Rosemead Boulevard and Washington Boulevard Congestion Hot Spot
- Rosemead Boulevard and Slauson Avenue Congestion Hot Spot
- Cycle 5 HSIP Safety Analysis
- TIGER Grant Application
- On-Call Traffic Engineering

- Washington Boulevard Bridge over Rio Hondo
- Telegraph Road Bridge over San Gabriel River
- Beverly Boulevard 19 Intersection Improvements
- Manzanar Avenue Topographic Survey
- Pio Pico Park Labor Compliance
- On-Call Miscellaneous Engineering
Based upon this analysis, Willdan’s Project Manager, Mr. Tyrone Peter, PE has chosen on-call engineering contracts that exemplify Willdan’s expertise with services similar to the City’s on-call needs. The matrix summarizes the identified disciplines and represents a small fraction of the clients Willdan serves – or has served – with on-call engineering. Further details highlighting the services Willdan provides to select representative clientele follows immediately after the matrix.

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The table below further details Willdan’s relevant experience and our history of delivering the level of service, expertise, and commitment that Willdan offers our on-call municipal agency clients. We encourage the City to contact the references listed below and in Section B – Client References; they are clients that have received similar services as those we are proposing to provide to the City of Pico Rivera.

<table>
<thead>
<tr>
<th>Client:</th>
<th>Client Contact:</th>
<th>Service Years:</th>
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<tbody>
<tr>
<td>City of La Puente</td>
<td>John DiMario, Community Development Director</td>
<td>23</td>
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<tr>
<td></td>
<td>(626) 855-1517</td>
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<td><strong>On-Call Services Provided:</strong></td>
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<tr>
<td>▪ City Engineer</td>
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<td>▪ Traffic Engineer</td>
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<td>▪ Construction Management and Inspection</td>
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<td>▪ Funding Administration</td>
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<td><strong>Key Staff Providing Services:</strong></td>
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<td>▪ Tyrone Peter, PE</td>
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<td>▪ David Knell, PLS</td>
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<th>Client:</th>
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<tr>
<td>City of Lakewood</td>
<td>Lisa Rapp, Director of Public Works</td>
<td>21</td>
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<td></td>
<td>(562) 866-9771</td>
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<td>City of Los Alamitos</td>
<td>Les Johnson, Interim City Manager</td>
<td>21</td>
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<td>(562) 431-3538</td>
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<td>▪ Storm Water/Drainage/NPDES Program</td>
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<td>Client: City of Inglewood</td>
<td>Client Contact: Eloy Castillo, Principal Civil Engineer</td>
<td>Service Years: 16</td>
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<th>Client: City of South Gate</th>
<th>Client Contact: Arturo Cervantes, Director of Public Works/Assistant City Manager</th>
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<td>▪ David Knell, PLS</td>
<td>▪ Gary Gordon, PE</td>
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City of Ridgecrest

**Client:**
City of Ridgecrest

**Client Contact:**
Loren Culp, City Engineer
(760) 499-5082

**Service Years:**
10

**On-Call Services Provided:**
- Development and Map Review
- Civil and Traffic Engineering Design
- CIP Design
- CIP Construction Management
- Right-of-Way Engineering
- Environmental Compliance
- Utility Coordination
- ADA Transition Plan
- Sewer Improvements
- Funding Administration
- Grant Writing
- Geotechnical Engineering
- Survey
- Community Development Service
- Special Funding Administration
- Landscape Architecture
- Construction Management and Inspection

**Key Staff Providing Services:**
- Tyrone Peter, PE
- Vanessa Muñoz, PE, TE, PTOE
- Christine Kudija, JD, AICP
- David Knell, PLS
- Diane Rukavina, PE
- Rafael Casillas, PE
- Jeffrey Lau, PE, TE
- John Hidalgo, RLA

City of Westlake Village

**Client:**
City of Westlake Village

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

**Service Years:**
36

**On-Call Services Provided:**
- City Engineer
- Traffic Engineering
- Public Works Permits/Inspection
- Development Review
- CIP Design
- CIP Construction Management
- Grant Funding Administration
- Grant Writing
- NPDES
- Geotechnical Engineering
- Community Development
- Survey
- Landscape Architecture
- Construction Management
- Right-of-Way Engineering
- Map Plan Check

**Key Staff Providing Services:**
- Tyrone Peter, PE
- Vanessa Muñoz, PE, TE, PTOE
- Christine Kudija, JD, AICP
- David Knell, PLS
- Mohsen Rahimian, PE, GE
- Diane Rukavina, PE
- Rafael Casillas, PE
- Jeffrey Lau, PE, TE
- John Hidalgo, RLA
- Gary Gordon, PE

In addition to meeting and exceeding our client’s expectations for service and project delivery, Willdan provides our clients with important value-added services. The following profiles describe several outstanding and ongoing on-call services and further demonstrate our record of success for similar assignments. There is no better demonstration of Willdan’s competence and capability than the satisfaction of our clients.

**City of La Puente City Engineering Services**

Willdan is providing as-needed city and traffic engineering services to the City of La Puente. In addition to providing extension of staff services, Willdan provides engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens’ request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

**Highlights**

- Grant funding applications for Active Transportation Program, Safe Routes to School, Urban Greening, HSIP, and other funding sources totaling approximately $2.4 million in grant funds over the past five years
Valley Boulevard Retaining Wall Phases I, II, and III – design and construction management/inspection for a $3 million retaining wall spanning 3,000 feet in length and over 14 feet in height

Amar Road Traffic Signal Modifications – traffic engineering design, utility coordination, and contract and funding administration for the City’s $1 million program for nine traffic signal modifications and ADA-compliant ramp improvements along the arterial roadway

Nelson Elementary, Del Valley Elementary, and Sierra Vista Middle Schools Safe Routes to School Improvements – design, project management, and grant administration services for the City’s $665,000 program to repair and infill sidewalks, upgrade signing and striping, and install in-roadway flashing lights and high-visibility crosswalks

City of Lakewood General Engineering Services
For over 20 years, Willdan has been providing engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens’ request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance.

Highlights
- Lakewood Boulevard Regional Corridor Capacity Enhancement – design, CEQA environmental documentation, grant funding and labor compliance, materials testing, engineering construction support, and construction management/inspection for the arterial roadway complete-green street enhancement
- Bolivar Park Stormwater and Runoff Capture – construction management for storm water diversion and treatment facilities to reclaim water for irrigation for the $11 million improvements
- Lakewood Boulevard/Del Amo Boulevard Intersection Improvements – design, construction management, and project administration for a $4.5 million improvement project to add dual left-turn lanes in all four directions of a major intersection

City of Los Alamitos City Engineer and Traffic Engineer
Willdan is providing as-needed engineering services to the City of Los Alamitos. As part of our extension of staff services for contract City Engineer and contract Traffic Engineer, Willdan provides review and supervision of engineering activities, including preparing plans, specifications, and estimates for capital and other improvement projects. We provide subdivision plan checking; contract administration; construction inspection; compliance with federal, state, and local laws and ordinances. We assist City staff with establishing departmental policies.

Highlights
- Willdan staff have served as contract City Engineer and contract Traffic Engineer for over 10 years while providing a full portfolio of services for over 20 years
- Los Alamitos Boulevard Median Improvement – design and construction management/inspection for the $5 million project
- Prepared City’s pavement management plans and provided updates in 2015, 2017, and 2019

City of Inglewood City Engineering Services
Willdan has been providing as-needed engineering services for the City of Inglewood since 2003. Services include civil and traffic engineering services for various capital improvement projects such as ITS Phase IV Improvements; La Brea Avenue TSSP; annual traffic signal improvements, and Metro/Crenshaw/LAX light rail improvements. As part of the on-call traffic engineering services, Willdan’s staff attend meetings, coordinate with other consultants, develop studies and construction contract documents to implement the City’s improvements projects.

Highlights
- Rams Football Stadium Multi-Modal Transit Center Regional Hub Facility – performing preliminary conceptual design, utility relocation, geotechnical engineering, hydrology study, storm water mitigation, parking
lot and pedestrian lighting, landscaping, on-site pedestrian amenities, and security systems and developed the Transportation Management and Operations Plan (TMOP) with flexibility to be adjusted for future conditions as each of the stakeholder facilities complete construction with Phase I including coordination and multiple stakeholder meetings, developing implementation schedule and preliminary TMOP framework and Phase II involving developing the comprehensive TMOP

- Willdan secured $2.9 million of federal funding through Cycles 8 and 9 of the Highway Safety Improvement Program for needed safety improvements such as traffic signal installations and modifications, roadway median island construction and modifications, and pedestrian crossing enhancements
- La Brea Avenue Phase III Street Beautification – performed construction management, inspection, material testing, labor compliance, federal invoicing, and survey for the $3.5 million improvements encompasses new landscaped medians, traffic signal upgrades, curb/gutter, sidewalks, decorative paving, street overlay, street removal and replacement, and other improvements

**City of Paramount General Engineering Services**

Willdan has provided general engineering services to the City of Paramount for over 39 years and presently serves as city engineer and water engineer. In addition to providing extension of staff services, Willdan has provided traffic engineering, assessment engineering and district formation, public works permits/inspection, development review, CIP design and construction management/inspection, CDBG administration, grant writing, and NPDES services. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding source and availability consultation; citizens' request and complaint investigations/resolutions; development impact studies; plan checking; City staff, commissions, and council report preparation; staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

**Highlights**

- West Santa Ana Branch Bike and Pedestrian Trail – assisted with obtaining a $3.5 million grant for Phase 2 of the improvements
- Garfield Avenue Widening – assisted with obtaining $2.6 million from Interstate 710 Early Action Program to widen the main arterial and add a third lane in each direction
- Salud Fitness Park – design and construction management/inspection for the $5 million project
- Alondra Boulevard Grade Separation at Union Pacific Railroad Crossing at Alondra Boulevard – design and construction inspection for the $8 million project

**City of South Gate City Engineering Services**

Willdan has been providing the City of South Gate with as-needed professional consulting services since 1994 and presently provides professional engineering services for various public works projects. Willdan provides design engineering and architecture, construction management and inspection, extension of staff, geotechnical engineering, surveying, special funding administration, plan check, right-of-way acquisition with legal descriptions, assessment district engineering, and community development services throughout the City of South Gate.

**Highlights**

- Firestone Boulevard Corridor Enhancement – design, environmental documentation (CEQA), and environmental technical studies and will provide engineering construction support for the arterial roadway complete/green-street enhancement (APWA 2019 B.E.S.T award for transportation)
- Grant funding applications for Active Transportation Program, Safe Routes to School, Urban Greening, HSIP, and other funding sources totaling approximately $14.85 million in grant funds over the past six years
- Safe Routes to Schools – Cycles I and II – design, topographic survey, utility coordination, CEQA/NEPA clearance, and federal grant administration to upgrade 122 countdown pedestrian signal heads and install solar-powered speed awareness signs near 14 elementary schools
**City of Pico Rivera**

- Firestone Boulevard/Atlantic Avenue Intersection Improvements – assisted the City through the conceptual planning process and provided civil and traffic engineering and landscape architectural designs, pavement engineering, design surveys, public outreach, and railroad and utility coordination for intersection improvements to accommodate traffic growth and mitigate stoppage on railroad tracks

**City of Ridgecrest Engineering Services**

Willdan has been providing the City of Ridgecrest with as-needed multi-disciplinary engineering services since 2010 and presently provides engineering services for various public works projects. Under our on-call contract, Willdan provides design engineering, environmental compliance, bidding assistance, construction management and inspection, material testing, surveying, special funding administration, labor compliance, pavement management, land development plan check, right-of-way acquisition with legal descriptions, and assessment district engineering for improvements throughout the City of Ridgecrest.

**Highlights**

- Special funding administration for over 15 state/federal/CDBG projects, including requests for authorization, PES forms, NEPA clearances, award submittals, progress invoicing, finance letters, final reports of expenditure, and Caltrans/FHWA audit attendance
- Downs Street Widening – design, survey, pavement engineering, utility coordination, CEQA/NEPA environmental documentation, right-of-way acquisition, bidding assistance, design support during construction, federal funding administration, construction management, inspection, quality assurance material testing, and labor compliance
- Bus Maintenance Garage – conceptual vertical and horizontal design, design/build contractor selection and management, bidding assistance, construction management, inspection, and labor compliance services for a new 6,000-square-foot building and associated improvements

**City of Westlake Village General Engineering Services**

The City of Westlake Village has contracted with Willdan since 1983 for general engineering services. Based upon the ongoing needs of the City, Willdan’s provides extension of staff with full-time on-site employees. Services include administrative duties, development review, capital projects, National Pollution Discharge Elimination System Program, public works permits and inspections, and miscellaneous engineering.

**Highlights**

- Served around-the-clock, side-by-side with Woolsey Fire first responders and City staff at the Emergency Operations Center working tirelessly to activate irrigation systems on community slopes; remove and relocate important City documents to nearby cities; patrol with City staff to assess fire damage during and after the fire to develop recovery and erosion control plans; coordinate inspections of building and slope damage, contract vendors for clearing operations, and expedite third-party permit review and issuance
- Coordinated postponement of paving and ADA-compliant ramp installations at Pierce Brothers Memorial Park/Cemetery in conjunction with Borderline Shooting victim Sergeant Ron Helus’ memorial service
- Continued disaster recovery efforts by taking all measures to prepare for post-fire winter rains
- Completion of the Lindero Canyon Road Bridge over Highway 101 that has become a landmark as the first bridge in California to have a mural depicting the City constructed on the side of the bridge, and a new community park that involved extensive grading, drainage, and utility improvements that have become the infrastructure for new baseball and soccer fields and a skate park
- Secured $8.57 million in Los Angeles Metropolitan Transportation Authority Call-for-Project funding and utilization of over $18 million in LACMTA Measure R funds that brought the Linder Bridge and community park projects to fruition
- Secured $246,000 of Proposition 50 funds through the Greater Los Angeles Region Integrated Regional Water Management Plan for allocation to the City of Westlake Village. Lindero Canyon Bridge was selected as a 2015 APWA Project of the Year
Project Team
Willdan has carefully selected our team to offer the City a complete package of services to provide extension of staff and on-call civil, traffic, and general engineering services in support of the City’s capital improvement and development projects. Our team has a broad variety of talent and experience in city engineering; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; public facility and infrastructure maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services and our experience with the City of Pico Rivera, Willdan can assist the City with successful completion of all capital improvement and development projects.

Project Team Organization
Willdan’s team members selected for the City’s on-call services contract are identified in the organization chart presented below. The organization chart identifies the key personnel selected to serve as Project Manager, Deputy Manager, and Task Managers. The chart illustrates the reporting relationships and project roles for Willdan’s team along with a listing of available staffing resources and their respective disciplines. These staffing resources may be called upon to serve the City as technical support team members for projects assigned under the City’s contract. Staff presented are representative of the caliber and quality of Willdan’s entire staffing resources. This is far from an exhaustive list of our resources and is shown to assist the City in evaluating the caliber and depth of our staff.

Project Management Team
Mr. Tyrone Peter, PE will serve as Project Manager overseeing our project team in meeting the objectives of the entire project while serving as a key liaison with the City. In this role, Mr. Peter will be the City’s primary contact and serve as the day-to-day contract administrator. Mr. Peter can be contacted by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; or by email at tpeter@willdan.com. If for any reason Mr. Peter’s is unable to timely respond due to meetings or office absences, Mr. Fredrick Wickman, PE, our proposed Deputy Project Manager, will respond to City emails and calls.
Mr. Peter is an accomplished civil engineer for multi-discipline and multi-agency infrastructure projects and is known for providing innovative, quality engineering services to ensure project delivery within budget and schedule. Mr. Peter’s 13 plus years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed to deliver a successful project and make him the perfect fit for overseeing the entire project as well as specific civil engineering tasks. His comprehensive experience includes design of state highway, new street, street widening, street realignment, pavement rehabilitation, light rail and railroad, grade separation, flood control facility, water, and sewer projects. He has supervised feasibility study, project study report, project report, construction document preparation as well as grade certification issuance, construction administration, and construction inspection. He is proficient at managing large project teams with subconsultants and multiple technical disciplines.

**Mr. Fred Wickman, PE** will serve as Deputy Project Manager in support of Mr. Peter. Mr. Wickman possesses over 31 years of experience providing municipal engineering services and managing public works capital improvement projects. He offers a practical understanding of working requirements as they impact roadway design and construction and offers proven capabilities to deliver projects while adhering to administrative and accounting protocols to ensure project accountability with the highest professional standards. Mr. Wickman brings his expertise in city engineering, project management, and supervision of design teams to provide sound engineering to — and economical solutions for — roadway improvement projects. He is familiar with federal, state, county, and local jurisdiction approval and permitting procedures. Mr. Wickman’s experience includes managing projects funded by various sources, including assessment districts; enterprise funds; and federal, state, and local programs.

A summary profile for Messrs. Peter and Wickman outlining their certifications, education, years of experience, and project experience is presented below.

**Tyrone Peter, PE**

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<thead>
<tr>
<th>Summary Profile</th>
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<tbody>
<tr>
<td>BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering</td>
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<tr>
<td>Civil Engineering, Murugappa Polytechnic</td>
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<thead>
<tr>
<th>Experience that Benefits City of Pico Rivera</th>
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</thead>
<tbody>
<tr>
<td>Project Manager, Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera</td>
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<tr>
<td>Project Manager, Rosemead Boulevard and Whittier Boulevard Congestion Hot Spot, City of Pico Rivera</td>
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<tr>
<td>Project Manager, Firestone Boulevard Corridor Capacity Enhancement, City of South Gate</td>
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<tr>
<td>Project Manager, Placentia Metrolink Station Phases I and II, Orange County Transportation Authority</td>
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<tr>
<td>Project Manager, Urban Greening Bike Trail, City of Lynwood</td>
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<tr>
<td>Civil Engineering Task Manager, Walker Creek Bridge Replacement, County of Glenn</td>
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<tr>
<td>Project Manager, Golden State Water Distribution Network Acquisition and Integration Feasibility Analysis, City of Lakewood</td>
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**Fredrick Wickman, PE**

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<tr>
<th>Summary Profile</th>
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<tbody>
<tr>
<td>BS, Civil Engineering, Michigan Technological University</td>
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<tr>
<td>Civil Engineer, California No. 47979</td>
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<th>Experience that Benefits City of Santa Ana</th>
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<tr>
<td>Quality Assurance Reviewer, Lakewood Boulevard Regional Corridor Capacity, City of Lakewood</td>
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<tr>
<td>Project Manager, Newport Road Median Narrowing and Roadway Widening, City of Menifee</td>
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<tr>
<td>Project Manager, Irvine Business Complex Sidewalk, Phase IV, City of Irvine</td>
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<tr>
<td>Project Manager, 19th Street Roadway and Parkway Improvements, City of Costa Mesa</td>
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**Project Management Support**

Ms. **Vanessa Muñoz, PE, TE, PTOE**, Director of Engineering, will serve as Principal-in-Charge and Quality Assurance Manager. As Principal-in-Charge, Ms. Muñoz will be responsible for ensuring staffing resources are available to keep individual on-call projects on schedule. As Quality Assurance Manager, she will be responsible for assigning senior staff — not involved with the City’s project — to implement Willdan’s project-specific quality assurance plan for each project awarded under the on-call contract. Ms. Muñoz possesses over 22 years of experience serving as designer, project engineer, project manager, and principal-in-charge. She is an accomplished civil and traffic engineer for multi-discipline and
multi-agency infrastructure projects and provides innovative quality engineering services to ensure project delivery within budget and schedule. Her breath of experience includes design of roadway/street widening, median and roadway realignment, pavement rehabilitation, signing, striping, traffic signal, and bicycle facility improvements.

**Task Management Team**

Messrs. Tyrone Peter and Fredrick Wickman will be supported by our team of key staff with expertise in all facets of the disciplines required for the on-call services. The task management team identified below will support Messrs. Peter and Wickman by providing leadership for the disciplines identified in our project team organization chart. Brief profiles summarizing our team members’ roles, education, registrations, and experience are provided below.

<table>
<thead>
<tr>
<th><strong>Francesca Fuentes</strong></th>
<th><strong>Project Role</strong></th>
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<tbody>
<tr>
<td></td>
<td>Community Outreach Task Manager</td>
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</tbody>
</table>

**Summary Profile**
- BS, Communications, University of Arkansas, Fayetteville  
- 14 Years’ Experience

**Experience that Benefits City of Pico Rivera**
- Public Outreach Coordinator, Pine Avenue Improvements, City of Long Beach
- Public Outreach Coordinator, Pine Avenue Improvements, City of Long Beach
- Public Outreach Coordinator, Cherry Avenue Improvements, City of Long Beach

<table>
<thead>
<tr>
<th><strong>David Knell, PLS</strong></th>
<th><strong>Project Role</strong></th>
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<tr>
<td></td>
<td>Survey, Right-of-Way Engineering, and Field Review Task Manager</td>
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</table>

**Summary Profile**
- BS, Cartography, Boston University, Boston  
- Civil Engineering and Land Surveying Classes, California State University, Long Beach  
- Land Surveyor, California No. 5301  
- 43 Years’ Experience

**Experience that Benefits City of Pico Rivera**
- Survey/Right-of-Way Task Manager, Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera
- Survey/Right-of-Way Task Manager, Firestone Boulevard Corridor Capacity Enhancement, City of South Gate
- Survey/Right-of-Way Task Manager, Palos Verdes Drive North Bicycle Lane RPSTPLE/SR25 Improvements, City of Rolling Hills Estates
- Survey/Right-of-Way Task Manager, Drummond Avenue Widening and Realignment HSIP Improvements, City of Ridgecrest

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<tr>
<th><strong>Christine Kudija, JD, AICP</strong></th>
<th><strong>Project Role</strong></th>
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<tbody>
<tr>
<td></td>
<td>Environmental Studies and Documentation Task Manager</td>
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</table>

**Summary Profile**
- Juris Doctor, Northwestern School of Law, Lewis and Clark College, Portland  
- MLA, Landscape Architecture, California Polytechnic University, Pomona  
- BA, Botany, University of California, Santa Barbara  
- Certified Planner, American Institute of Certified Planners No. 085436  
- 32 Years’ Experience

**Experience that Benefits City of Pico Rivera**
- Assistant Environmental Task Manager, Roadside Avenue Bridge Improvements, City of Agoura Hills
- Assistant Environmental Task Manager, Bolivar Park Stormwater and Runoff Capture, City of Lakewood
- Environmental Documentation Task Manager, Long Valley Road/Valley Circle Boulevard/ US 101 On-Ramp, City of Hidden Hills
- Environmental Planner, Firestone Boulevard Corridor Capacity Enhancement, City of South Gate

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<tr>
<th><strong>Mohsen Rahimian, PE, GE</strong></th>
<th><strong>Project Role</strong></th>
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<td>Geotechnical Studies and Materials Testing Task Manager</td>
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</table>

**Summary Profile**
- Civil Engineering, Tehran University, Tehran  
- Civil Engineer, California No. 73396  
- Geotechnical Engineer, California No. 3059  
- 32 Years’ Experience

**Experience that Benefits City of Pico Rivera**
- Geotechnical Engineering Task Manager, Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera
- Geotechnical Engineering Task Manager, Firestone Boulevard Corridor Capacity Enhancement, City of South Gate
- Geotechnical Engineer, Palos Verdes Drive North Bicycle Lane RPSTPLE/SR25 Improvements, City of Rolling Hills Estates
- Geotechnical Engineer, Drummond Avenue Widening and Realignment HSIP Improvements, City of Ridgecrest
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<tr>
<th>Name</th>
<th>Project Role</th>
<th>Summary Profile</th>
<th>Experience that Benefits City of Pico Rivera</th>
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</table>
| Diane Rukavina, PE   | Grant Administration Task Manager         | BS, Civil Engineering, Loyola Marymount University  
Civil Engineer, California No. 36380  
38 Years’ Experience | Grant Administration Task Manager, Tweedy Boulevard HSIP Street Improvements, City of South Gate  
Grant Administration Task Manager, Glenoaks Boulevard HSIP Cycle 7 and Resurfacing Improvements, City of San Fernando  
Grant Administration Task Manager, Paramount Boulevard Urban Renovation Complete Street Improvements, City of Paramount  
Grant Administration Task Manager, Drummond Avenue Widening and Realignment HSIP Improvements, City of Ridgecrest |
| Rafael Casillas, PE  | Civil Studies and Design Task Manager     | BS, Public Administration, University of La Verne  
Civil Engineering Courses, California State University, Los Angeles  
Architecture Courses, Phoenix Institute of Technology  
Civil Engineer, California No. 68234  
32 Years’ Experience | Project Manager, Arterial Street Resurfacing, City of Paramount  
Civil Engineering Task Manager, Garfield Avenue Corridor Improvements, City of Paramount  
Civil Designer, Lakewood Boulevard and Del Amo Boulevard Hot Spot Intersection Improvement, City of Lakewood  
Civil Engineering Task Manager, Pavement Rehabilitation and Fishburn Avenue Improvements, City of Bell  
Civil Engineering Task Manager, Centinela Avenue Street Improvements, City of Inglewood |
| Jeffrey Lau, PE, TE  | Traffic Studies and Design Task Manager   | BS, Civil Engineering, California Polytechnic State University, Pomona  
Civil Engineer, California No. 83887  
Traffic Engineer, California No. 2835  
16 Years’ Experience | Project Manager, Cycle 5 Highway Safety Improvements, City of Pico Rivera  
Traffic Engineering Designer, Firestone Boulevard Corridor Capacity Enhancement, City of South Gate  
Project Manager, West Santa Ana Bike Trail Extension ATP Cycle 4 Grant Application, City of Paramount  
Traffic Engineering Designer, Palos Verdes Drive North Bicycle Lane RPSTPLE/SR2S Improvements, City of Rolling Hills Estates |
| John Hidalgo, RLA    | Landscape Architecture Studies and Design Task Manager | BS, Landscape Architecture, California State Polytechnic University, Pomona  
European Study Tour, California Polytechnic State University, School of Architecture, Pomona  
Landscape Architect, California No. 3551  
Contractor C-27, California No. 713613  
29 Years’ Experience | Landscape Architecture Task Manager, Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera  
Landscape Architecture Task Manager, Firestone Boulevard Corridor Capacity Enhancement, City of South Gate  
Landscape Architecture Task Manager, Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood  
Landscape Architecture Task Manager, Paramount Boulevard Urban Renovation Complete Street Improvements, City of Paramount |
| Gary Gordon, PE      | Structural Studies and Design Task Manager | BS, Civil Engineering, California State University, Chico  
Civil Engineer, California No. 42176  
34 Years’ Experience | |
**Experience that Benefits City of South Gate**

- Structural Engineering Task Leader, Rosemead Boulevard and Slauson Avenue Congestion Hot Spot, City of Pico Rivera
- Structural Engineering Task Leader, Lakewood Boulevard/Del Amo Boulevard Hot Spot Intersection, City of Lakewood
- Contract Manager/Project Manager, On-Call Bridge Replacement Engineering, County of Glenn
- Structural Engineering Task Leader, Roadside Avenue Bridge Improvements, City of Agoura Hills

### Rafael Suarez

**Project Role**

- Rail Plan Review Task Manager

### Summary Profile

- BS, Civil Engineering, California State Polytechnic University, Pomona
- 9 Years’ Experience

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**Technical Support Team**

The team identified below may be called upon to support our project manager and task managers. They all possess the technical expertise and backgrounds necessary to support our proposed key staff.

<table>
<thead>
<tr>
<th>Civil Studies and Design</th>
<th>Name</th>
<th>Years of Experience</th>
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<th>Years of Experience</th>
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<tbody>
<tr>
<td></td>
<td>Ronald Stein, PE</td>
<td>8</td>
<td>Nicolle Spann, EIT</td>
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<td>Alexis Escobar, EIT</td>
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<td>Rosa Kang</td>
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<td>Bernardo Reyes</td>
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<td>Melvin Gillard</td>
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<td>Larry Brown</td>
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<td>Patricia Hernandez</td>
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<td>Jason Brown</td>
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<td>Randy Shadowen</td>
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<td>Matthew Crim, EIT</td>
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<th>Name</th>
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<tbody>
<tr>
<td></td>
<td>Farhad Iranitalab, PE, TE</td>
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<td>Jane Freij</td>
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<td>Manoochehr Adhami, PE, TE</td>
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<td></td>
<td>Robert Burch</td>
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<td>Sheila McCracken</td>
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<td>Kevin Custado, EIT</td>
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<td>Tamara Boetl</td>
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<td>Reginald Greene</td>
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<td>Brian Nguyen, RLA</td>
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<td>Carlos Espinoza</td>
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<th>Survey, Right-of-Way Engineering, and Field Review</th>
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<tr>
<td></td>
<td>Chris Stone</td>
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<td></td>
<td>David Krommenhoek, PLS</td>
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<tr>
<td></td>
<td>Susana Barrientos</td>
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<th>Geotechnical Studies and Materials Testing</th>
<th>Name</th>
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<tr>
<td></td>
<td>Christopher Kelley, PE, QSD/P</td>
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<tr>
<td></td>
<td>Ross Khiabani, PE, GE</td>
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<td></td>
<td>Afshin Mantegh</td>
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<td>Ramon Calbay</td>
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<td>Michael Corral</td>
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<td>Joseph Ritchey</td>
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<td>James Rotondo</td>
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<th>Environmental Studies and Documentation</th>
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<tbody>
<tr>
<td></td>
<td>Salvador Lopez Jr.</td>
<td>20</td>
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Subconsultant Support
Willdan’s strength of staffing resources and available in-house disciplines enables us to provide all services and disciplines required for the City’s on-call engineering contract without the use of subconsultants. However, should the need arise, Willdan maintains a database of subconsultant firms – including certified disadvantaged business enterprise firms. These firms provide a wide range of services from traffic counts to bridge engineering review. We have worked with these subconsultants in the past and will submit their qualifications to the City for approval to assist the City in meeting DBE goals for state- or federally-funded projects.

B – Understanding of Scope of Services

Project Intent and City’s Expectations
Willdan’s review of the City’s Request for Proposals found it is consistent with services we provide on a daily basis for our other municipal clients. We have provided these same services over the past 55 years and are highly familiar with – and, more importantly, possess strong expertise in – the services required to fulfill on-call engineering contracts.

Similarly, the purpose of the City’s Request for Proposals is to provide on-call engineering services that include managing, planning, organizing, supervising, and performing a variety of field and office civil and transportation engineering work for local-, state-, and federally-funded projects, including – but not limited to – review, planning, environmental clearance, preliminary design, design survey, geotechnical engineering, right-of-way engineering, and final design. Also required are services for performing technical studies; assisting the City with major transportation improvement projects, including preparing plans, specifications, and estimates for a variety of improvements. These may encompass improvements for streets; parks and other public facilities; drainage, sewer, and water systems; bridges, culverts, and retaining walls; and pavement rehabilitations with curbs, gutters, sidewalks, access ramps, and driveway approaches.

It is expected the consultant will provide design and document review for high-speed rail plans and design, perform conflict analyses, and coordinate with California High Speed Rail Authority, BNSF, UPRR, and other railroad agencies.

C – Methodology and Work Plan

Contract Services Approach Overview
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. We begin our approach by adhering to these basic principles:

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

Willdan understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff is crucial
- Availability of staff to work assignment as it develops is often critical to moving that project forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to potential number of projects in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract
As one of the largest full-service civil engineering and planning firms in the western United States, Willdan leads the industry in delivering highly qualified staff in all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building safety, and construction management services. In California alone, Willdan's staff has performed work for over 80 percent of the cities and counties—often under on-call and extension of staff contracts.

**Thus, the City of Pico Rivera can be assured that, in hiring 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.**

### Project Approach

Our approach to serve the City on this contract is based upon our 55-year history of serving public agencies. Willdan utilizes a management approach, whereby each awarded project is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the project.

For this contract, we propose Mr. Tyrone Peter, PE to serve as Project Manager with Mr. Fredrick Wickman, PE assisting Mr. Peter as Deputy Project Manager.

Willdan has designated a team to provide on-call engineering support to the City for specific projects, including state- and federally-funded improvements. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the on-call project. This requires close personal coordination between Willdan and the City. To accomplish this, we conduct interactive meetings with City staff throughout the course of each project to ensure all issues are addressed. Our team has a broad variety of talent and experience in city engineering; high-speed infrastructure; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; facility and infrastructure maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services and our experience with the City of Pico Rivera, Willdan can assist the City with successful completion of all engineering matters.

Willdan is committed to providing the appropriate staff to ensure specific projects, as well as the overall contract, are successful. Our intended approach is to:

- Fully understand each project awarded by the City
- Review each project scope of work in detail with the City
- Agree on course or extent of best-suited action
- Proceed with project accordingly

Having successfully completed many other assignments of this type for the City of Pico Rivera and other agencies in Los Angeles County, Willdan's proposed team understands City and County processes and possesses the technical and communication skills that are vital to ensuring each project receives the necessary attention, objectives are met, schedules are adhered to, and project tasks are within budget.
Methodology
Willdan’s methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long term and ones in which our staff develops intimate familiarity with City staff. As such, it is extremely important that our presence on each project is seamless.

Communication Approach
Willdan recognizes that effective, ongoing cooperative communication between all parties over the course of any project is essential to successful completion. This communication starts with a project kick-off meeting where the objectives and expectations of the City for each awarded project are clearly articulated and understood by Willdan. In addition, agreed-upon methods and scheduling of formal reporting are established with identification of individuals to be involved in the project’s decision-making process. This sets forth accountability and responsibility for informing and facilitating the project.

As the project progresses, communication continues through regular correspondence, teleconference discussions, and meetings with City staff to obtain direction on issues that may arise and keeping City staff apprised of the project status. Clear and concise progress updates are provided. Emails and teleconferences are utilized whenever possible and appropriate to minimize City staff time spent in meetings.

Technical Approach
As Project Manager, Mr. Tyrone Peter, PE will serve as the single point of contact to City staff. Upon receipt of a project award, Mr. Peter will analyze the project and assign a Task Manager – as identified in our project team organization chart – to serve as the project-specific Project Manager. Task Manager assignment will be based upon matching the individual project needs with the Task Manager possessing the qualifications and experience to ensure the project is completed in accordance with the City’s goals and visions. Together, Mr. Peter and the project-specific Project Manager will select qualified team members to provide technical support for the project.

Mr. Peter will convey all-important matters to the project-specific Project Manager and the selected project team as appropriate. The project-specific Project Manager will, then, take full responsibility for understanding the project requirements, detailing the project scope requirements, and estimating the fee to complete the project effectively and efficiently. The project-specific Project Manager will maintain the team members assigned to the project from beginning to end. This means the same individuals responsible for design elements are the same individuals reviewing shop drawings, preparing as-built plans, or responding to questions during the bidding or construction process. This management approach has been proven on past projects to be effective in delivering projects on time, within budget and to the client’s satisfaction. Key components of this approach are:

Project Initiation
Our project approach includes our dedication to meet early with City of Pico Rivera staff to finalize the scope, schedule, and process, as discussed above. The project-specific Project Manager – together with Mr. Peter – will hold a kick-off meeting with key Pico Rivera staff outlining the project schedule, specific needs, and project information as appropriate. The project-specific Project Manager will prepare the meeting agenda and notes and provide them to Pico Rivera’s staff
in a timely manner. Once approved by the City, Willdan will await a notice to proceed from the City of Pico Rivera. At this point, we will begin preliminary engineering and the project officially begins.

### Project Objectives

The objectives of any project are essentially the objectives of the City of Pico Rivera. Prior to initiating Willdan’s efforts, a thorough understanding of Pico Rivera’s concerns and objectives is essential to ensure project success. Willdan will work closely with City staff and other involved agencies to identify specific goals, objectives, and challenges. The initial project scope and needs assessment are vital since the City of Pico Rivera and other involved agency’s goals could impact the schedule and overall cost.

### Project Scoping

Once the project-specific Project Manager has identified the City of Pico Rivera’s goals for a project, he/she will work with Mr. Peter to develop a comprehensive scope that clearly identifies the various tasks and associated deliverables – a critical component to ensure an effective and attainable project schedule. Willdan will develop a detailed scope of work that adheres to the sequence of tasks necessary to provide for project planning and design. Development of a comprehensive scope of work will aid Mr. Peter in minimizing miscommunication among all project team members, including City of Pico Rivera staff and respective stakeholders.

### Scheduling

Scheduling is a key component in any design process or project assignment. The schedule allows the project team to mobilize appropriate staff in a timely manner to perform the tasks necessary for each deliverable. To best meet the objectives of a design process schedule, Willdan utilizes Microsoft Project scheduling software to regularly monitor project progress. Critical path methodology is used, and resource and cost loading are included when appropriate. Specific critical path items and critical decisions affecting project progression are continuously identified.

The schedule will be updated monthly to reflect actual and forecasted completions. Our project-specific Project Managers will monitor progress weekly to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. They will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to keep the project on track.

### Progress Reporting

Mr. Peter will develop regular progress reports to be delivered electronically to key Pico Rivera staff using a standard memorandum format developed by our team and approved by the City. Regular progress meetings will be conducted by Mr. Peter to acquire information, keep staff informed of key decisions, and obtain staff concurrence on project issues.

### Staffing and Resource Management Plan

The project-specific Project Manager will work closely with Mr. Peter to determine staff availability. He/she will then allocate tasks to staff members, depending upon the workload and skill sets relative to the scope. Labor planning will be conducted on an individual project basis. Mr. Peter, together with each project-specific Project Manager, will identify the staff required to complete each awarded project and calculate the hours. This data will be input into our project staffing needs plan on a weekly basis. If the City awards Willdan a significant amount of work, Willdan will hire additional personnel, if needed, to provide additional support as necessary.

DBE goals, if any, will be reviewed and required actions will be taken to ensure the goals are met through selecting qualified subconsultant firms to meet the City of Pico Rivera’s goals as appropriate. The project-specific Project Manager will provide the qualifications of the selected DBEs for the City’s approval, if required.

### Typical Scopes of Work

Willdan is very familiar with services typically required in providing on-call municipal engineering services to. We have reviewed the requirements for this contract as presented in the City’s Request for Proposals and find they are consistent with the services we have provided for other cities. The following presents brief, typical scopes of work for various discipline services that may be needed under the City’s services contract. These typical scopes are intended only as a guide. A specific scope of work will be provided to the City for each project awarded to Willdan.

### Capital Improvement Projects Design

1. Prepare plans and specifications for City projects such as buildings, roads, and bridges.
2. Provide design survey, construction survey, real property engineering services, civil and traffic design, and construction administration and observation for City projects.
3. Provide special engineering reports regarding such matters as infrastructure improvements, soils reports, master plans, traffic operations, assessment district formation, developer fees, etc.
4. Coordinate with utility companies for relocating affected utilities.
5. Process plans and specifications through other agencies for review and approval in connection with special funding programs and permits.
6. Prepare preliminary scoping, budget estimates, and project schedules.
7. Coordinate design with and obtain required approvals and permits from City departments, utility companies, and other stakeholder agencies.
8. Assist City with public engagement regarding project design, as necessary.
9. Assist City with project CEQA and NEPA environmental impact review by drafting environmental checklist form, notice of exemption, statutory worksheet, and other required documentation.
10. Prepare design surveys, geotechnical investigations, construction plans, specifications, and construction cost estimates, including services of approved subconsultants necessary to accomplish work.
11. Attend preconstruction meetings and respond to bidders’ questions.
12. Tabulate and review bid documents received.
13. Draft reports and assessments for City information and action.

Right-of-Way Engineering and Map Review

1. Review final and parcel maps for technical accuracy, conformance with tentative maps, and compliance with Subdivision Map Act.
2. Perform engineering and boundary surveys.
3. Prepare legal descriptions, grant deeds, and easements with certification by licensed land surveyor.

Grant Funding Applications

1. Gather data for existing traffic volumes, speeds surveys, collision reports, road geometrics, school attendance, and demographic data.
2. Compile information from City staff regarding prior projects and identify safety issues at candidate locations.
3. Obtain latest grant processes and procedures to determine qualifications, criteria, and proper application formatting. Contact funding agency to discuss projects and ensure they meet funding criteria and timelines.
4. Collect research data regarding health benefits of possible project improvements and programs and identify any health issues of targeted population.
5. Take site photos to highlight project location’s existing conditions.
6. Evaluate anticipated safety and mobility benefits of candidate project(s).
7. Prepare warrant analysis, if needed, for proposed traffic control device(s) and conduct vehicle and/or pedestrian volume counts.
8. Prepare supporting documents, including charts, spreadsheets, cost estimates, collision diagram(s), vicinity map, location map, concept plans, and/or summary report(s)
9. Prepare infrastructure and non-infrastructure project schedules, as applicable.
10. Complete online and/or printed application forms and assemble required documents into grant application package in appropriate formats.

Project Controls

Quality Assurance

Quality assurance and control are critical to ensuring sound design practices are applied and quality deliverables are produced. Ms. Vanessa Muñoz, PE, TE, PTOE, will serve as Quality Assurance Manager overseeing the quality assurance and control activities. Typical activities include assigning the appropriate technical staff, selecting the proper project technical approach, establishing a project schedule that meets Willdan and City deadlines, and determining the proper level of quality review. The four levels of review for deliverables are:

- Level 1 – peer review only
- Level 2 – peer review and editorial review (documents)
- Level 3 – peer review, editorial review, and professional engineer review
- Level 4 – all elements of Level 3 plus additional reviews by specific technical experts
Ms. Muñoz will assign senior staff members experienced in the required disciplines and not directly involved in the project to implement project-specific quality assurance and control activities. Each senior staff will report directly to Ms. Muñoz but work closely with our project-specific Project Managers in carrying out quality review and oversight.

**Cost Management and Financial Accounting**

Willdan’s approach to cost control considers minimizing both design and construction costs. This starts with ensuring project assignments are given to the appropriate staff with the expertise that aligns with the needs of the project – with the goal of minimizing learning curves. Accurate budget cost control is achieved through application of several different cost tracking methods. This includes tracking progress, i.e., percent complete, and comparing to costs incurred to assess the project’s budget status. Our engineering design labor costs will be monitored through weekly reports generated by our accounting system.

Willdan uses Deltek CostPoint accounting software – a Caltrans- and federally-compliant software tracking system for time and financial reporting providing enhanced compliance features to help municipal agencies track project services and costs. The key benefit of the Deltek system is the advantage Costpoint offers government contractors through unparalleled project management, accounting, labor reporting, and compliance features. It was built specifically for – and has been adopted by thousands of – government contractors and earned the trust of federal agencies and their auditors. It helps ensure Willdan has total Defense Contract Audit Agency compliance and keeps us in sync with DFARS and SOX compliance. By utilizing this software, Willdan has successfully passed pre-audit and post-audit approvals for projects subject to Caltrans conditions and processes.


Willdan’s financial accounting system is maintained on the accrual basis of accounting. We maintain an integrated job order cost accounting system for recording and accumulating costs incurred under our contracts, wherein on-call contract project assignments/task orders and subcontractors are assigned individual project sub-codes. Willdan’s accounting system is capable of segregating direct from indirect costs. Indirect costs methodology and allowable costs are consistent with all federal accounting requirements.

Willdan will meet all City of Pico Rivera requirements for billing. During the project start-up period, Mr. Peter will meet with City staff and review the submittal requirements and format for consistent monthly reporting of project costs. The intent will be to confirm that our format and invoices will meet the City’s requirements. Willdan will then create invoices, review them with City staff for the first several months to ensure smooth processing, and eliminate identified issues. All systems will be tested to ensure the City of Pico Rivera has all necessary data in a format that is required for each project assigned.
Cost Proposal

In accordance with the City of Pico Rivera’s Request for Proposals, Willdan has submitted our schedule of hourly rates for services required to perform all work listed in the City’s Section 4 – Scope of Services in a separate, sealed envelope. As requested, in Section 6 of the Request for Proposals, rates provided are valid through December 31, 2023.
Other Information

A – Company Information

Firm Name and Address

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Willdan Engineering</th>
<th>Corporate Firm Name</th>
<th>Willdan Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Location</td>
<td>13191 Crossroads Parkway North, Suite 405 Industry, CA 91746</td>
<td>Office Location</td>
<td>2401 East Katella Avenue, Suite 300 Anaheim, CA 92806</td>
</tr>
</tbody>
</table>

Firm Contact: Mr. Tyrone Peter, PE, Deputy Director of Engineering/Project Manager  
                        (562) 908-6200 extension 1457, (714) 393-1963 (cell), (562) 695-2120 (fax)  
tpeter@willdan.com

Parent Company Name and Location:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Willdan Group, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Location</td>
<td>2401 East Katella Avenue, Suite 300 Anaheim, CA 92806</td>
</tr>
</tbody>
</table>

Firm Contact: Mr. Daniel Chow, Chief Operating Officer/President and CEO of Willdan Engineering  
                        (562) 908-6200 extension 1420, (562) 695-2120 (fax)  
dchow@willdan.com

DBE and Other Subconsultant Support

Willdan's strength of staffing resources and available in-house disciplines enables us to provide all services and disciplines required for the City's on-call engineering contract without the use of subconsultants. However, should the need arise, Willdan maintains a database of subconsultant firms – including certified disadvantaged business enterprise firms. These firms provide a wide range of services from traffic counts to bridge engineering review. We have worked with these subconsultants in the past and will submit their qualifications to the City for approval to assist the City in meeting DBE goals for state- or federally-funded projects.

B – Client References

In addition to the references provided in the Relevant Experience subsection of Section A – Qualifications, Willdan offers the three references listed below.

<table>
<thead>
<tr>
<th>Client</th>
<th>Client Contact</th>
<th>Service Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bell</td>
<td>Javier Ochiqui</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Contract and Facilities Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(323) 588-6211</td>
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</tr>
</tbody>
</table>

On-Call Services Provided:

- City Engineer
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- CIP Construction Management
- NPDES
- Geotechnical Engineering
- Survey
- Landscape Architecture
- Construction Management
- Right-of-Way Engineering
- Funding Administration

Key Staff Providing Services:

- Tyrone Peter, PE
- Fredrick Wickman, PE
- Vanessa Muñoz, PE, TE, PTOE
- David Knell, PLS
- Mohsen Rahimian, PE, GE
- Diane Rukavina, PE
- Rafael Casillas, PE
- Jeffrey Lau, PE, TE
- John Hidalgo, RLA
- Gary Gordon, PE

Project Highlights

Sanitary Sewer Master Plan. Willdan developed a sanitary sewer master plan for the City of Bell. As part of these services, Willdan reviewed available as built plans, GIS data, existing sewer CCTV video inspections, and issues of local concern such as sanitary sewer overflow and odor problems on sewer segments.
Through the use of GIS, Willdan developed exhibits that identified deficiencies in the system. Willdan prepared a report that included a sewer model, construction cost estimates, and a list of projects to be added to the City's capital improvement budget.

**Project Budget:** $125,000  
**Project Timeline:** 2018 to 2019

**Walker at Florence Intersection Widening.** Willdan provided engineering services for the intersection improvements. The scope encompassed new curb and gutter alignment, ADA-compliant curb ramps, widening the northbound lane, relocating an existing catch basin, modifying traffic signal equipment, striping improvements, and utility revocation identification.

**Project Budget:** $38,000  
**Project Timeline:** 2018 to 2019

| Client: | City of Rancho Palos Verdes | Client Contact: | Elias Sasson  
| | | Director of Public Works  
| | | (310) 544-5335 |

**On-Call Services Provided:**
- Traffic Engineer
- Development Review
- CIP Design
- CIP Construction Management
- Geotechnical Engineering
- Survey
- Landscape Architecture
- Construction Management
- Right-of-Way Engineering
- Key Staff Providing Services:
  - Tyrone Peter, PE
  - Fredrick Wickman, PE
  - Vanessa Muñoz, PE, TE, PTOE
  - David Knell, PLS
  - Mohsen Rahimian, PE, GE
  - Diane Rukavina, PE
  - Rafael Casillas, PE
  - Jeffrey Lau, PE, TE
  - John Hidalgo, RLA
  - Gary Gordon, PE
  - Rafael Suarez

**Project Highlights**

**Palos Verdes Drive South and Palos Verdes Drive East Traffic Signal Installation.** Willdan provided traffic engineering design and prepared plans, specifications, and estimates to install a new traffic signal at the intersection. The project involved utility coordination, turning movement counts, signal timing coordination, and engineering support during construction.

**Project Budget:** $16,000  
**Project Timeline:** 2019 to Ongoing

**Western Avenue (State Route 213) Congestion Improvements.** Willdan is preparing a preliminary project study report for to comply with Caltrans requirements for the geometric changes to be made between 25th Street and Palos Verdes Drive North. Prior to the preparation of the report, there will be a project initiation phase to develop a project initiation document to establish a well-defined purpose and need statement tied to a reliable cost estimate and schedule. Once the project initiation document is completed and the project defined, Willdan will prepare the type of project study report as determined by Caltrans.

**Project Budget:** $150,000  
**Project Timeline:** 2019 to 2020

| Client: | City of Rolling Hills Estates | Greg Grammer  
| | | City Manager  
| | | (310) 377-1577 extension 107 |

**On-Call Services Provided:**
- City Engineer
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- CIP Construction Management
- Grant Writing
- NPDES
- Geotechnical Engineering
- Survey
- Landscape Architecture
- Construction Management
- Right-of-Way Engineering
- Map Plan Check
- Funding Administration
- Environmental Clearance

Proposal for On-Call Engineering Services 28
Key Staff Providing Services:
- Tyrone Peter, PE
- Vanessa Muñoz, PE, TE, PTOE
- Christine Kudija, JD, AICP
- David Knell, PLS
- Mohsen Rahimian, PE, GE
- Diane Rukavina, PE
- Rafael Casillas, PE
- Jeffrey Lau, PE, TE
- John Hidalgo, RLA
- Gary Gordon, PE

Project Highlights

- **Storm Drain Rehabilitation.** Willdan evaluated the condition of each storm drain and provided the City with an engineering design and construction package to rehabilitate or replace each facility. As part of our services, Willdan included erosion control measures to help mitigate future clogging and reduce the cost of debris removal.

  **Project Budget:** $80,000  
  **Project Timeline:** 2017 to 2018

- **2019 Annual Resurfacing Improvements.** Willdan is providing services for resurfacing improvements on Palos Verdes Drive North between Rolling Hills Road and the east city limits, Rolling Hills parking lot, and Portuguese Bend. The project will encompass two bid schedule to divide the work being performed within the City of Rolling Hills Estates and within the City of Rolling Hills. The scope entails preparing plans, specifications, and estimates; utility coordination; advertisement and bidding assistance, construction management, and construction inspection.

  **Project Budget:** $140,000  
  **Project Timeline:** 2019 to 2019

C – Contract Exceptions
Willdan acknowledges that we have reviewed the City of Pico Rivera’s agreement included in the Request for Proposals and has no exceptions to the terms and conditions at this time.
Required Certifications
In accordance with the City's Request for Proposals, Willdan is providing the required certifications listed below:

- Addendum 1 Acknowledgement
- Addendum 2 Acknowledgement
- Appendix B – Non-Collusion Affidavit
- Appendix C – Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services
- Appendix D – Certification of Proposal
Date: November 20, 2019
To: Prospective Consultants

SUBJECT: ADDENDUM NO. 1 REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING SERVICES

This addendum is issued to modify the original Request for Proposal posted on November 15, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of six pages:

1. Add California High Speed Rail Task to Section 4 of the Scope of Services.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

[Signature]
Consultant’s Acknowledgement
Vanessa Munoz, Director of Engineering

[Signature]
Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

December 11, 2019
Date

MH:KG:lg
City of Pico Rivera
PUBLIC WORKS DEPARTMENT
6615 Passons Boulevard · Pico Rivera, California 90660
(562) 801-4421
Web: www.pico-rivera.org · e-mail: lgaray@pico-rivera.org

Monica Heredia, P.E.
Deputy Director
(City Engineer)

Date: December 10, 2019
To: Prospective Consultants
SUBJECT: ADDENDUM NO.2
REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING SERVICES

This addendum is issued to modify the original Request for Proposal posted on November 15, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of one page:

1. The deadline to submit Proposals has been extended to Wednesday, December 18, 2019 at 3:00 pm.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 2 and accept the aforementioned.

[Signature]
Consultant’s Acknowledgement
Vanessa Munoz, Director of Engineering

[Signature]
Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

December 17, 2019
Date

MH:KG:lg
APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

______________________________
Signature of Authorized Representative

Vanessa Munoz
Name of Authorized Representative

______________________________
Director of Engineering

Title of Authorized Representative
APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: Willdan Engineering

Name (Please Print or Type)

By: Vanessa Munoz, Director of Engineering

Consultant’s Signature

Date: December 11, 2019

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any formality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: ______________________________

(Authorized Signature)

Type Name: Vanessa Munoz
Title: Director of Engineering
Date: December 11, 2019
Mr. Tyrone Peter is an accomplished civil engineer for multi-discipline and multi-agency infrastructure projects and is known for providing innovative, quality engineering services to ensure project delivery within budget and schedule. Mr. Peter’s years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed to deliver a successful project and make him the perfect fit for overseeing the entire project as well as specific civil engineering tasks.

Mr. Peter’s comprehensive experience includes design of state highway, new street, street widening, street realignment, pavement rehabilitation, light rail and railroad, grade separation, flood control facility, water, and sewer projects. He has supervised feasibility study, project study report, project report, construction document preparation as well as grade certification issuance, construction administration, and construction inspection. He is proficient at managing large project teams with subconsultants and multiple technical disciplines.

### Relevant Project Experience

**Los Alamitos Boulevard Median Improvements, City of Los Alamitos, California.** Project Manager responsible for overall project management and oversight required for a .05-mile improvement segment between Cerritos Avenue and Katella Avenue. The project goal was to reduce Los Alamitos Boulevard’s scale, provide pedestrian refuge, and reduce pedestrian/automobile conflicts. Improvements involved raised median, pavement delineation, landscape and irrigation improvements, street lighting and traffic signal improvements at intersections with Florista Street and Sausalito Street. Minor traffic signal modifications were designed for the intersections with Katella Avenue and Cerritos Avenue.

**Firestone Boulevard Corridor Capacity Enhancement, City of South Gate, California.** Project Manager responsible for overall project management and oversight required for the corridor improvements from Alameda Street to Hunt Avenue. The improvements encompassed roadway widening from four to six lanes; pavement rehabilitation; landscape and hardscape medians; median lighting; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant ramps; parkway trees; artistic elements and corridor entrance monument; bus shelter and bus turnouts; and traffic signal modifications. Services provided included civil, traffic, pavement, and drainage engineering; landscape architecture, survey and right-of-way engineering; and utility relocation.

**Street Improvements Phase II, City of Los Alamitos, California.** Project Manager responsible for overall project management and oversight required for resurfacing of the following projects in the Phase II city-wide program:

- Via El Mercado Street Improvements
- Old Town West Improvements (Chestnut Street, Walnut Street, Florista Street)
- Farquar Street and Greenbrook Neighborhood Street Improvements
- Commercial Street Improvements (Cerritos Avenue, Ball Road, Reagan Street, Humboldt Street, Portal Drive, Winners Circle, Los Alamitos Boulevard, Los Vaqueros Circle)

Willdan conducted site reconnaissance to observe the pavement condition; conducted coring, testing, and engineering analysis; and summarized the findings in a geotechnical report. City streets within the project limits were ground and resurfaced with 2-inch thick asphalt-rubber hot mix or removed and replaced with asphalt concrete over aggregate base or with joint plain cement concrete. Manhole, water valve, anode, and monitoring well covers were adjusted to grade. Curbs and driveways were protected in place. Sidewalks and ramps were improved to current ADA requirements.

**Glenoaks Boulevard Resurfacing Improvements, City of San Fernando, California.** Civil Engineering Task Manager responsible for providing civil engineering design required for the HSIP Cycle 7 intersection improvements. The design involves traffic signal modifications to protected/left-turn phasing and non-landscaped raised medians for the length of the turn pockets at Arroyo Street, Griswald Avenue, Grand Boulevard, Maclay Avenue, Haring Avenue, and Orange Grove Avenue. The project also involves 1.27 miles of street resurfacing between the east and west city limits.
Drummond Avenue Widening and Realignment HSIP Improvements, City of Ridgecrest, California. Civil Engineering Task Manager responsible for providing and overseeing all civil improvement design provided for widening improvements to close a 1,000-foot gap between Downs Street and Inyo Street. The project involved widening Inyo Street between Windy Lynn Avenue and Drummond Avenue. The segments of Drummond Avenue immediately to the east and west were four-lane arterial streets with a 90-foot curb-to-curb width. The project’s goal was to widen the narrow segment to an ultimate width to match the previously widened segments at both ends. Two preliminary design alternatives were presented for review and approval – interim widening and ultimate widening. The final bid package included bid options for both widening scenarios. The project included design of asphalt concrete dike, curbs, gutters, sidewalks, crosswalks, ADA-compliant curb ramps, asphalt concrete paving, utility relocations, signing, and striping design.

Bastanchury Gap Closure, City of Yorba Linda, California. Civil Designer responsible for coordinating and preparing contract documents required for the street improvements. The scope of services for the street widening project. The widening accommodated four traffic lanes – two in each direction – along with Class II bike and parking lanes on each side of the roadway and a 10-foot striped center median. Sections of the roadway pavement were repaired or completely removed and replaced. New curb and gutter, signing, striping, traffic signal modification, street lighting, drainage improvements, and utility coordination were included in the design. Existing power poles along the north side of Bastanchury Road were relocated to the parkway and the final paving cap along the previously widened segment was incorporated into the improvement plans. The project included water quality management programs and construction of biofiltrations units.

Firestone Boulevard/Atlantic Avenue Intersection Improvements, City of South Gate, California. Civil Engineering Designer responsible for coordinating and preparing contract documents required for improvements between Firestone Boulevard limit and south city limit. The improvements involved asphalt-rubber hot mix overlay, street widening, street trees, raised landscaped medians, irrigation system, ADA-compliant curb ramps, concrete repairs, traffic signal modifications, communication conduits, and signing and striping. Willdan assisted the City through the planning process by developing a concept plan and presenting it to city council and affected business owners and residents. Willdan provided civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, public outreach, and utility coordination.

Bus Route Street Improvements, Bear Valley Springs Community Services District, Tehachapi, California. Project Manager responsible for overall project management and oversight required to rehabilitate 10 miles of street improvements. The project involves AC pavement removal and reconstruction for localized repairs; cold in-place recycling; cold milling of existing pavement; application of tack coat; placement of asphalt concrete; asphalt-rubber hot-mix overlay; cap pavement with high tensile fiber; adjustment of manhole frames and covers and water valve stack covers; replacement of pipe culverts, water blow-off service line and connection, and air and vacuum system; installation of monument covers to grade; application of traffic striping and legends; other miscellaneous asphaltic work; and all appurtenant improvements.
Mr. Fredrick Wickman possesses extensive expertise with municipal and public works capital improvement and maintenance projects. He is an experienced project manager—skilled at building strong relationships with clients, community members, fellow staff, and supervisors. Mr. Wickman is familiar with approval and permitting procedures for federal, state, county, and local jurisdictions. He has experience with funding sources, including assessment districts; enterprise funds; and other federal state, and local programs. Mr. Wickman’s broad experience in city engineering, project management, and design team supervision of design teams, along with his exceptional understanding of procedures and processes for public works and engineering operations in the municipal arena provide a strong project manager capable of maintaining budgets and schedules for our client’s capital improvement projects.

**Relevant Project Experience**

**Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood, California.** Quality Assurance Reviewer responsible for ensuring quality assurance and control of the engineering design for improvements necessary to complete street/green street improvements between the north city limits and Del Amo Boulevard. These improvements involve street widening and median improvements; Class II bike lanes in both directions; turn lanes; landscape planting and irrigation; overhead distribution and transmission power undergrounding; sidewalk, curb and gutter, and driveway approach reconstruction; street resurfacing; catch basin construction; storm water quality improvements to comply with Green Streets policy; bike lockers, bus shelter, and traffic signal modifications.

**Priority 1 Street Improvements, City of Lynwood, California.** Project Manager responsible overall project management and oversight for over 30 street segments in the City’s Priority 1 Street Improvement Program. The project resurfacing includes slurry seals, grind and overlay, and total reconstruction of the pavement sections. Existing damaged curb and gutter, sidewalks, driveways, and curb access ramps will be reconstructed. Water and sewer pipeline improvements, as identified for replacement in the City’s master plans, are included in the design to be replaced prior to the street resurfacing.

**Juan Street Rehabilitation, City of San Diego, California.** Project Manager responsible overall project management and oversight for rehabilitation improvements between Taylor Street and Sunset Road. The roadway was Portland Cement Concrete with an inverted crown that conveyed drainage to the existing underground storm drain system at the western limits of the project. The existing pavement required total reconstruction. Due to the substantial change in street sections from the inverted crown to a typical raised centerline combined with 12-percent longitudinal grades, significant surface drainage issues were addressed during project design. Additional services encompassed a hydrology and hydraulic report to determine run-off volumes and street capacities as well as determining required drainage system improvements.

**Newport Road Median Narrowing and Roadway Widening, City of Menifee, California.** Project Manager responsible overall project management and oversight for street widening improvements between Antelope Road and Menifee Road. The design involved road widening to a six-lane arterial through reduction of the existing 18-foot median to a 12-foot median and restriping to provide three lanes of through traffic. Additionally, the intersection of Antelope Road and Newport Road was widened to accommodate dual left-turn lanes from westbound Newport Road to southbound Antelope Road. Additional improvements entailed modifying a traffic signal, installing a traffic signal, and signing and striping plans for the widened roadway. Sleeves for future irrigation and electrical services were provided for the new median alignments for landscape improvements to be completed under separate contract by others.

**Irvine Business Complex Sidewalk, Phase IV, City of Irvine, California.** Project Manager responsible overall project management and oversight for services required for sidewalk improvements, right-of-way engineering, landscape planting/irrigation plans, construction details, utility mapping, arborist assessment and report, specifications, and construction estimates for the capital improvement project. The project constructed 2,200 linear feet of missing sidewalk segments within the existing right-of-way in the Irvine Business Center. The project encompassed street segments along...
Dupont Drive, Michelson Drive, Noyes Avenue, Richter Avenue, and Von Karman Avenue. The project required retaining walls and regrading existing landscaped berms. Close coordination was required with the utility companies for relocation and/or adjustment to grade their facilities within the parkway and providing temporary construction easement documents for work required on adjacent private property.

**19th Street Roadway and Parkway Improvements, City of Costa Mesa, California.** Project Manager responsible overall project management and oversight for services required for reconstruction and widening improvements between Placentia Avenue and Parkcrest Drive. The work involved reconstructing approximately 0.5 miles of roadway due to failure of the existing structural section and widening the south side of the roadway adjacent to the commercial center at the eastern limits of the project. Other improvements included installing or replacing sidewalks, driveways, curb and gutter, storm drain inlets, cross gutters, street lights, and ADA-compliant curb ramps. New improvements created a safe pedestrian walkway from the western portion of 19th Street to the commercial area to the east. The project was partially funded by federal funds and required preparing and processing an application through Caltrans District 12 for authorization to proceed with construction.

**Melinda Road Resurfacing, City of Rancho Santa Margarita, California.** Project Manager responsible overall project management and oversight for services required for resurfacing improvements between State Route 241 overpass and Altisima. The entire roadway width was cold-milled full width and a new asphalt-rubber hot-mix overlay was constructed while maintaining adequate cross slope and curb height along the existing raised medians. Additional improvements involved reconstructing damaged meandering sidewalk, curb and gutter, ADA-compliant access ramps, PCC bus pads, and construction of new cross gutters. The final construction documents incorporated traffic control and signing and striping plans, including replacing the traffic signal detection loops. Coordination with Caltrans was required to obtain a permit for work under the State Route 241 overpass.
**Francesca Fuentes**  
**Community Outreach Task Manager**

**Profile Summary**

<table>
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<tr>
<th>Education:</th>
<th>BS, Communications, University of Arkansas, Fayetteville</th>
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<td>Experience:</td>
<td>14 Years</td>
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Ms. Francesca Fuentes is responsible for communications within Willdan. She organizes all government conferences and events that Willdan hosts/attends, identifies key internal client contract managers, and matches them with government clients attending the event. Within these events, Ms. Fuentes creates and is responsible for all graphics, advertisements, and artwork that are published in various public magazines. She manages and is responsible for all communications between the various memberships and associations Willdan encourages our staff to join.

Ms. Fuentes is a valuable contributor to public outreach efforts and is pivotal in hosting community meetings to inform constituents of upcoming construction projects and keeping them up-to-date on construction progress.

**Relevant Project Experience**

**Pine Avenue Improvements, City of Long Beach, California.** Public Outreach Coordinator responsible for public outreach for the project. Responsibilities include walking the entire project and meeting with every business and resident affected by the construction, setting up a hotline number for businesses and residents to call and inquire about construction progress – with a 24-hour return phone call, creating bi-lingual notices in English and Spanish to inform the community of upcoming phases and what nuisances - ranging from street closures to noise – may be encountered during the day and at night, hosting and attending community meetings to be in constant contact with the stakeholder concerns, relaying business/resident concerns to the construction team and the City, and logging types of concerns so that common complaints can be addressed and recorded more effectively.

**Cherry Avenue Improvements, City of Long Beach, California.** Public Outreach Coordinator responsible for public outreach for the project. Responsibilities include walking the entire project and meeting with every business and resident affected by the construction, setting up a hotline number for businesses and residents to call and inquire about construction progress – with a 24-hour return phone call, and creating flyer and handout notices to inform the community of upcoming construction.

**Alamitos Park/Martin Luther King Boulevard Improvements, City of Long Beach, California.** Public Outreach Coordinator responsible for public outreach for the project. Responsibilities include attending community meetings and answering stakeholder questions, setting up a hotline number for businesses and residents to call and inquire about construction progress – with a 24-hour return phone call, periodically walking the project limits speaking to every business owner/resident and handing out updated information pertaining to construction progress, and relaying business/resident concerns to the construction team and the City.
David Knell, PLS
Survey, Right-of-Way Engineering, and Field Review Task Manager

Profile Summary

Education:  
- BS, Cartography, Boston University, Boston  
- Civil Engineering and Land Surveying Classes, California State University, Long Beach

Registration:  
- Land Surveyor, California No. 5301

Experience:  
- 43 Years

Mr. David Knell has a wide range of experience preparing and checking subdivision maps. As a contract map checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos and as a surveyor in private practice, Mr. Knell has been involved in preparing and checking numerous parcel maps and tract maps, ALTA surveys, records-of-survey, lot line adjustments, parcel map waivers, certificates of compliance, and boundary determination. He is responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. Mr. Knell works with major utilities and title companies in determining easements and correcting defective legal descriptions. His experience includes supervising field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies.

Relevant Project Experience

Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements. City of Hidden Hills, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required to improve traffic congestion and pedestrian access at the Long Valley Road on-ramp intersection. The improvements encompass sidewalks, right turn-out lane, paved public parking lot and staging area for City entry, on-ramp sidewalk, shoulder paving, and other improvements at the heavily congested intersection of Long Valley Road and U.S. 101 on-ramp. Willdan is providing civil, drainage, landscape architectural, and traffic design; environmental compliance documentation; survey; geotechnical engineering and materials testing; grant funding administration; utility coordination; NPDES, SWPPP, and erosion control; right-of-way engineering; and construction support for this Measure R improvement project.

Firestone Boulevard Capacity Enhancement, City of South Gate, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required for the corridor improvements from Alameda Street to Hunt Avenue. The improvements involved roadway widening from four to six lanes; pavement rehabilitation; landscape and hardscape medians; median lighting; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant ramps; parkway trees; artistic elements and corridor entrance monument; bus shelter and bus turnouts; and traffic signal modifications. Services provided included civil, traffic, pavement, and drainage engineering; landscape architecture, survey and right-of-way engineering; and utility relocation.

Los Alamitos Boulevard Median Improvements, City of Los Alamitos, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required for a 0.05-mile improvement segment between Cerritos Avenue and Katella Avenue. The project goal was to reduce Los Alamitos Boulevard’s scale, provide pedestrian refuge, and reduce pedestrian/automobile conflicts. Improvements involved raised median, pavement delineation, landscape and irrigation improvements, street lighting and traffic signal improvements at intersections with Florista Street and Sausalito Street. Minor traffic signal modifications were designed for the intersections with Katella Avenue and Cerritos Avenue.

Glenoaks Boulevard HSIP Cycle 7 and Resurfacing Improvements, City of San Fernando, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required for the HSIP Cycle 7 intersection improvements. The design involves traffic signal modifications to protected/left-turn phasing and non-landscaped raised medians for the length of the turn pockets at Arroyo Street, Griswald Avenue, Grand Boulevard, Maclay Avenue, Haring Avenue, and Orange Grove Avenue. The project also involves 1.27 miles of street resurfacing between the east and west city limits.
Palos Verdes Drive North Bicycle Lane RPSTPLE/SR2S Improvements, City of Rolling Hills Estates, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering provided for a $4 million improvement project adding bicycle lanes between Crenshaw Boulevard and the west city limits. Willdan provided preliminary and final design and construction management for the 1.26-mile roadway widening. The improvements were necessary to accommodate a second through lane at major intersections to increase capacity and add 5-foot bicycle lanes within a 200-foot right-of-way.

Paramount Boulevard Urban Renovation and Complete Street Improvements, City of Paramount, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required for street improvements necessary to transform Paramount Boulevard from a four-lane arterial roadway into a scenic, multi-modal complete street corridor lined with shade trees and LED lighting to foster a more walkable and vibrant downtown atmosphere. The improvements involved traffic-calmed vehicle lanes with bulb-outs, two mid-block pedestrian crossings enhanced with rectangular rapid flashing beacons, new traffic signal, LED street and pedestrian lighting, parklet, bus shelters, new sidewalks, monument signs, and drought-tolerant streetscaping.

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required for complete street/green street improvements between the north city limits and Del Amo Boulevard. Improvements involved street widening and median improvements; Class II bike lanes in both directions; turn lanes; landscape planting and irrigation; overhead distribution and transmission power undergrounding; sidewalk, curb and gutter, and driveway approach reconstruction; street resurfacing; catch basin construction; storm water quality improvements to comply with Green Streets policy; bike lockers, bus shelter, and traffic signal modifications. Services include civil, traffic, pavement, drainage, and geotechnical engineering; landscape architecture, survey and right-of-way engineering, and utility coordination and relocation.

Garfield Avenue Corridor Improvements, City of Paramount, California. Survey/Right-of-Way Task Manager responsible for providing and overseeing all mapping and right-of-way engineering required for street improvements between the north City and the south city limits. The design involved street widening to accommodate a third lane in each direction; street resurfacing; two concrete intersections; concrete sidewalk, curb and gutter, and driveway approach reconstruction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor. Services included civil, traffic, and drainage engineering; survey and mapping; utility relocation; landscape architecture; and pavement management.

On-Call Map Review, City of Hawaiian Gardens, California. Survey Project Manager responsible for providing services for on-call map review of various development improvements within the City.

Rams Football Stadium Multi-Modal Transit Center Facility, City of Inglewood, California. Survey Task Leader responsible for providing survey and mapping services for the 3.8-acre multi-modal transit center facility. The project goal is to have the facility – located at Prairie Avenue and Arbor Vitae Street – serve as a regional hub and destination drop-off/pick-up for the football stadium. Willdan is performing services for preliminary conceptual design, utility relocation, geotechnical engineering, hydrology study, storm water mitigation, parking lot and pedestrian lighting, landscaping, on-site pedestrian amenities, and security systems.

Emerald Bay Main Gate Safety Improvements, Emerald Bay Service District, Laguna Beach, California. Survey and Right-of-Way Engineering Task Leader responsible for oversight of all office and field survey services and preparing necessary right-of-way engineering documentation. Willdan provided civil and traffic engineering design and other appurtenant services for safety improvements at the main gate entrance. Improvements involved road widening, guardhouse relocation and reconstruction; grading to accommodate the roadway widening and landscaping; installing upgraded lighting, ADA-compliant curbs and ramps, and retaining and monument walls; widening the right-turn pocket and installing a median; and installing street striping and signage within Caltrans’ right-of-way.
Ms. Christine Kudija works on projects throughout California – applying her diverse educational background and experience to all aspects of planning challenges. She possesses extensive expertise in application processing/development services and environmental analysis with a focus on CEQA and NEPA documentation for public agency projects. These projects encompass intersection improvements, street widenings, parks, other infrastructure improvements; ordinances involving zoning codes and area plans; residential subdivisions; and commercial and industrial projects. Ms. Kudija served as Environmental Planner for several desert-environment projects for the City of Ridgecrest.

Relevant Project Experience

**Downs Street Widening, City of Ridgecrest, California.** Assistant Environmental Documentation Task Leader responsible for preparing the initial study and mitigated negative declaration along with Caltrans NEPA documentation. Willdan provided services for civil engineering design, right-of-way research, and construction support for ½-mile of improvements on Downs Street between Upjohn Avenue and Ridgecrest Boulevard and on Upjohn Avenue between Acacia Street and Downs Street.

**Drummond Avenue Widening and Realignment, City of Ridgecrest, California.** Assistant Environmental Documentation Task Leader responsible for preparing the initial study and mitigated negative declaration and Caltrans NEPA documentation. Willdan provided services for environmental civil and traffic engineering design, right-of-way research, right-of-way acquisition assistance, and construction support for widening improvements to close a 1,000-foot gap between Downs Street and Inyo Street.

**Avenue I/State Route 14 Interchange Improvements, City of Lancaster, California.** Environmental Task Leader responsible for preparing the initial study/mitigated negative declaration. The project involved redesigning the southbound exit ramp and widening a surface arterial. Environmental documentation focused on hydrology and water quality, air quality, traffic impacts, and noise.

**Mayfair and Bolivar Parks Storm Runoff Capture, City of Lakewood, California.** Assistant Environmental Task Leader responsible for assisting with overall management and oversight for environmental services required to prepare portions of a mitigated negative declaration, including air quality analysis. The project included evaluating environmental effects of diverting, capturing, and treating runoff from an existing concrete storm drain channel and using the runoff to supplement park irrigation. Environmental documentation focused on hydrology and water quality, air quality, aesthetics, cultural, recreation and biological resources.

**Artesia LIVE I and II Specific Plan, City of Artesia, California.** Project Planner responsible for an initial study and mitigated negative declaration, staff reports, and resolutions for the Planning Commission and City Council as part of the environmental evaluation of the specific plan’s impact on the targeted area. Willdan developed a specific plan and accompanying CEQA documentation for a proposed multi-story residential/commercial project along the City’s western boundary. The project required critical entitlements such as a general plan amendment, zoning map and text amendment, conditional use permit, and development/design review approval.

**Roadside Drive Roadway and Bridge Widening, City of Agoura Hills, California.** Environmental Project Planner responsible for preparing a CEQA mitigated negative declaration. The project will upgrade the existing bridge over an engineered concrete channel containing Medea Creek. Bridge improvements comprise widening one side of the structure, adding supporting piles underneath the bridge deck and constructing a new sidewalk and widening vehicular lanes. Environmental documentation focused on biological resources (riparian habitat and species), hydrology and water quality, air quality, traffic impacts, aesthetic impacts and noise.
Garfield Avenue Corridor Improvements, City of Paramount, California. Environmental Project Planner responsible for assisting with preparing an initial study/mitigated negative declaration for street improvements through the Garfield Avenue corridor between the north and south city limits. The design involved street widening to accommodate a third lane in each direction; street resurfacing; two concrete intersections; concrete sidewalk, curb and gutter, and driveway approach re-construction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor.

Lakewood Boulevard and Del Amo Boulevard Intersection Improvements, City of Lakewood, California. Environmental Project Planner responsible for assisting with preparing an initial study/mitigated negative declaration for widening the west side of Lakewood Boulevard north of Del Amo Boulevard, modifying/removing the median island on Lakewood Boulevard, widening the south side of Del Amo Boulevard, modifying the median island on Del Amo Boulevard, widening Lakewood Boulevard and the box culvert/channel wall, work within the channel, extending Del Amo Boulevard Class 2 bike lanes east of Lakewood Boulevard, and converting a bike path to a recreational path.
Mohsen Rahimian, PE, GE
Geotechnical Studies and Materials Testing Task Manager

Profile Summary

Education: MS, Civil Engineering, Tehran University, Tehran
Registration: Civil Engineer, California, No. 73396
Geotechnical Engineer, California, No. 3059
Experience: 32 Years

Mr. Mohsen Rahimian possesses expertise in geotechnical and material engineering, testing, investigation, design, and construction and has lent that expertise to a wide spectrum of public works projects. Mr. Rahimian has substantial experience in conducting and managing geotechnical and material testing and inspection services during construction. He has performed diversified geotechnical assignments, including pavement design, shallow and deep foundation design, settlement evaluations, liquefaction studies, and slope stability analyses. Mr. Rahimian experience includes geotechnical, civil, and structural design and construction management.

Relevant Project Experience

Urban Greening Bicycle Trail, City of Lynwood, California. Geotechnical Engineering Task Manager responsible for providing and overseeing geotechnical engineering and testing required to develop a sustainable, integrated, and efficient design for a bicycle trail within the community consistent with the City’s year-round recreational programs. The $2.85 million, 1.2-mile project improvements are being designed to meet the City’s general plan objectives and incorporate landscaping and decorative/commemorative points-of-interest along the trail. The ultimate bicycle path will provide safe connectivity between parks, bus and light rail transit stops, city hall, and other City attractions and shopping areas. Willdan is providing full engineering design services encompassing field survey, right-of-way engineering, geotechnical engineering and inspection, landscape architecture, environmental documentation, preliminary and final design, drainage and water quality, utility coordination, traffic design, and safety and visibility lighting design.

Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements. City of Hidden Hills, California. Geotechnical Engineering Task Manager responsible for providing and overseeing geotechnical engineering and testing required to improve traffic congestion and pedestrian access at the Long Valley Road on-ramp intersection. The improvements encompass sidewalks, right turn-out lane, paved public parking lot and staging area for City entry, on-ramp sidewalk, shoulder paving, and other improvements at the heavily congested intersection of Long Valley Road and U.S. 101 on-ramp. Willdan is providing civil, drainage, landscape architectural, and traffic design; environmental compliance documentation; survey; geotechnical engineering and materials testing; grant funding administration; utility coordination; NPDES, SWPPP, and erosion control; right-of-way engineering; and construction support for this Measure R improvement project.

Firestone Boulevard Capacity Enhancement, City of South Gate, California. Geotechnical Engineering Task Manager responsible for providing and overseeing geotechnical engineering and testing required for the corridor improvements from Alameda Street to Hunt Avenue. The improvements involved roadway widening from four to six lanes; pavement rehabilitation; landscape and hardscape medians; median lighting; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant ramps; parkway trees; artistic elements and corridor entrance monument; bus shelter and bus turnouts; and traffic signal modifications. Services provided included civil, traffic, pavement, and drainage engineering; landscape architecture, survey and right-of-way engineering; and utility relocation.

Rams Football Stadium Multi-Modal Transit Center Facility, City of Inglewood, California. Geotechnical Engineering Task Manager responsible for providing and overseeing geotechnical engineering and testing for the 3.8-acre multi-modal transit center facility. The project goal is to have the facility – located at Prairie Avenue and Arbor Vitae Street – serve as a regional hub and destination drop-off/pick-up for the football stadium. Willdan is performing services for preliminary conceptual design, utility relocation, geotechnical engineering, hydrology study, storm water mitigation, parking lot and pedestrian lighting, landscaping, on-site pedestrian amenities, and security systems.
Caruthers Park Stormwater and Urban Runoff Capture Improvements, City of Bellflower, California. Geotechnical Engineer responsible for providing and overseeing geotechnical engineering and testing for this $8.2 million project. The project includes a channel drop inlet, pneumatic gate dam, diversion structure, two pretreatment devices, one pump station, installation of new pumps, motors, mechanical and storm drain piping, valves, underground storage reservoir, building construction, water quality skid, electrical equipment modifications, electrical power, electrical service coordination, instrumentation and controls, planting, irrigation, playground, and splash pad to support the stormwater and runoff capture system.

Palos Verdes Drive North Bicycle Lane RPSTPLE/SR2S Improvements, City of Rolling Hills Estates, California. Geotechnical Engineer responsible for providing and overseeing geotechnical engineering and testing provided for a $4 million improvement project adding bicycle lanes between Crenshaw Boulevard and the west city limits. Willdan provided preliminary and final design and construction management for the 1.26-mile roadway widening. The improvements were necessary to accommodate a second through lane at major intersections to increase capacity and add 5-foot bicycle lanes within a 200-foot right-of-way.

Glenoaks Boulevard HSIP Cycle 7 and Resurfacing Improvements, City of San Fernando, California. Geotechnical Engineering Task Manager responsible for providing geotechnical engineering and testing required for the HSIP Cycle 7 intersection improvements. The design involves traffic signal modifications to protected/left-turn phasing and non-landscaped raised medians for the length of the turn pockets at Arroyo Street, Griswald Avenue, Grand Boulevard, Maclay Avenue, Haring Avenue, and Orange Grove Avenue. The project also involves 1.27 miles of street resurfacing between the east and west city limits.

Firestone Boulevard/Atlantic Avenue Intersection Improvements, City of South Gate, California. Geotechnical Engineering Task Manager responsible for providing geotechnical engineering and testing necessary for improvements between Firestone Boulevard limit and south city limit. The improvements involved asphalt-rubber hot mix overlay, street widening, street trees, raised landscaped medians, irrigation system, ADA-compliant curb ramps, concrete repairs, traffic signal modifications, communication conduits, and signing and striping. Willdan assisted the City through the planning process by developing a concept plan and presenting it to city council and affected business owners and residents. Willdan provided civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, public outreach, and utility coordination.

Amar Road Traffic Signal Safety Improvement, City of La Puente, California. Geotechnical Engineering Task Manager responsible for providing geotechnical engineering and testing required for the traffic signal safety improvements. The project included nine traffic signal modifications on Amar Road and involved upgrading traffic signal poles, vehicle heads, pedestrian heads, pedestrian push buttons, controller cabinet, cabinet pull boxes, conduit wiring, and ADA-compliant access ramps.

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood. Geotechnical Engineering Task Manager responsible for providing and overseeing geotechnical engineering and testing required for complete street/green street improvements between the north city limits and Del Amo Boulevard. Improvements involve street widening and median improvements; Class II bike lanes in both directions; turn lanes; landscape planting and irrigation; overhead distribution and transmission power undergrounding; sidewalk, curb and gutter, and driveway approach reconstruction; street resurfacing; catch basin construction; storm water quality improvements to comply with Green Streets policy; bike lockers, bus shelter, and traffic signal modifications. Services include civil, traffic, pavement, drainage, and geotechnical engineering; landscape architecture, survey and right-of-way engineering, and utility relocation.
Diane Rukavina, PE
Grant Administration Task Manager

Summary Profile
Education: BS, Civil Engineering, Loyola Marymount University
Registration: Civil Engineer, California, No. 36380
Experience: 38 Years

Ms. Diane Rukavina has 34 years of experience in municipal engineering. Presently, she administers federal/state funding administration projects in the Cities of Hawaiian Gardens, La Cañada Flintridge, Lakewood, La Puente, Maywood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, South Gate, and South Pasadena. Ms. Rukavina has processed over 60 federal and state funded projects (STPL, TEA-21, SAFETEA-LU, ARRA, HSIP, TCSP, ER, CMAQ, SRTS, and SR25) from request for authorization to final invoicing for 22 cities. Currently, she is coordinating 28 federal and state funded projects at various stages in the funding process. Ms. Rukavina also serves as Project Manager for six capital improvement projects for the City of Paramount, performs various city engineering related tasks, and has organized GASB 34 infrastructure inventories for the Cities of Seal Beach, Rosemead, Monrovia, and Bell Gardens in preparation for value assessment.

Ms. Rukavina has over 15 years of experience preparing and submitting documentation to Metropolitan Transportation Agency and Caltrans for federal- and state-funded projects, including STPL, TEA-21, SAFETEA-LU, ARRA, HSIP, TCSP, ER, CMAQ, SRTS, and SR25. Although each program encompasses different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedures Manual. Ms. Rukavina keeps abreast of revisions (LPPs) to procedures and forms in the manual.

Relevant Project Experience
Sunset Avenue/Francisquito Avenue Traffic Signal Modification HSIP Cycle 6, City of West Covina, California. Funding Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for a traffic signal modification at the intersection. The City was awarded a $165,200 HSIP Cycle 6 grant to upgrade the traffic signal by installing protected left-turn phasing on West Francisquito Avenue at Sunset Avenue, modifying lighting, and installing pedestrian countdown head.

Traffic Signal Improvements at Seven Intersections HSIP Cycle 2, City of Lakewood, California. Grant Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for an E-76 for construction through the final reimbursement of federal funds. Documentation included field review, preliminary environmental study, right-of-way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Garfield Avenue Corridor Improvements, City of Paramount, California. Grant Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for street improvements between the north City and the south city limits. The design involved street widening to accommodate a third lane in each direction; street resurfacing; two concrete intersections; concrete sidewalk, curb and gutter, and driveway approach reconstruction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor. Services included civil, traffic, and drainage engineering; survey and mapping; utility relocation; landscape architecture; and pavement management.

Firestone Boulevard and California Avenue Traffic Signal Modifications HSIP Cycle 4, City of South Gate, California. Grant Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for federally funded Cycle 4 HSIP installation of protected left-turn phasing on Firestone Boulevard at State Street and on California Avenue at Tweedy Boulevard. The City received $531,000 in federal funds and anticipates the total project cost being $590,000. The intersection of Firestone Boulevard at State Street will require vehicle detection upgrades and countdown pedestrian head installation beside the protected/permissive left turn phasing. The intersection of California Avenue and Tweedy Boulevard will require research for the modification of existing decorative poles to accommodate the fully protected left turn phasing. Other services provided by Willdan included grant administration and utility coordination.
Crenshaw Boulevard and Crestridge Road Traffic Signal Improvements HSIPL Cycle 1, City of Rancho Palos Verdes, California. Funding Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for an E-76 for preliminary engineering and construction through final reimbursement of federal funds. Documentation included the request for authorization to proceed with preliminary engineering, field review, preliminary environmental study, right-of-way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Garfield Avenue and Petterson Lane Traffic Signal Improvements HSIPL Cycle 2, City of Paramount, California. Funding Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for an E-76 for construction through the final reimbursement of federal funds. Documentation included the field review, preliminary environmental study, right-of-way certification, request for authorization to proceed with construction, construction contract award submittal, progress invoicing, and final report of expenditures for submittal to Caltrans.

Roadside Avenue Bridge Widening, City of Agoura Hills, California. Funding Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for widening the bridge. The project involved widening the bridge and approaches to accommodate a sidewalk and increasing the traveled way to meet current geometric standards. Willdan's services entailed preliminary engineering; environmental compliance and permits; final design, including construction drawings, special provisions, and cost estimating; environmental mitigation program; right-of-way; local, state, and federal agency permit coordination; grant funding administration and compliance; Local Assistance reports and document preparation; storm water pollution prevention plan preparation; and bidding and construction support services.

La Brea Avenue Intersection Realignment and Reconstruction, City of Inglewood, California. Funding Administration Task Leader responsible for all administrative filings and reporting to satisfy funding requirements for the two-phased $8.5-million, federally-funded improvements to reconfigure street intersections; construct street improvements; install traffic signals at Brea Avenue, Market Street, Spruce Avenue, and La Palma Avenue; and reconstruct pavement on La Brea Avenue between 104th Street and Hawthorne Boulevard. The street improvements project scope entailed PCC bus pads, minor concrete with utility frame cover adjustments, new traffic signal and modification of two existing traffic signals, sidewalks, driveways, median curbs, automatic irrigation system, tree planting, striping, and signage.

Glendora Avenue and Temple Avenue Street Improvements, City of La Puente, California. Grant Administrator responsible for funding administration submittals for the improvement project. The Prop C and STIPL-funded project involved improvements to Glendora Avenue from Nelson Avenue to Temple Avenue and Temple Avenue from Lanny Avenue to Greycliff Avenue.

Atlantic Avenue Improvements, City of South Gate, California. Grant Administrator responsible for funding administration submittals for improvements between Firestone Boulevard limit and south city limit. The proposed improvements included asphalt-rubber hot mix overlay, raised landscaped medians, irrigation system, ADA-compliant access curb ramps, concrete repairs, communication conduits, and signing and striping.

California Avenue Improvements, City of South Gate, California. Grant Administrator responsible for funding administration submittals for improvements between the north city limit and south city limit. The proposed improvements included asphalt-rubber hot mix overlay, traffic signal modification, ADA-compliant access curb ramps, concrete repairs, communication conduits, street lighting, and signing and striping.

Slauson Avenue Business District Improvements, City of Maywood, California. Grant Administrator responsible for funding administration submittals for Business District improvements from Downey Avenue to Pine Avenue. The ESPL-funded project involved asphalt-rubber hot-mix, street resurfacing, cold milling, landscaped medians, concrete repairs, ADA-compliant curb ramps, PCC pavement, roadway striping, and traffic loop replacement.
Rafael Casillas, PE  
Civil Studies and Design Task Manager

**Profile Summary**

**Education:**  
BS, Civil Engineering, Public Administration, University of La Verne  
Civil Engineering (196 units), California State University, Los Angeles  
Architecture Studies, Phoenix Institute of Technology

**Registration:**  
Civil Engineer, California No. 62834

**Experience:**  
32 Years

Mr. Rafael Casillas possesses vast experience managing local public works departments and capital improvement projects. Mr. Casillas’ direct responsibilities involve overseeing local municipal agency capital improvements for public facilities, roadways, water systems, sewer mains, storm drains, and traffic signals systems. In addition to his design experience, he is highly adept with project schedule management, quality and project budget control, accurate construction estimates, construction support, and funding administration required for federal, state, and local grants.

Mr. Casillas possesses expertise in supervising project teams consisting of civil designers, consultants, and contractors and is very knowledgeable in local municipal codes, California Environmental Quality Act, and Subdivision Map Act compliance.

**Relevant Project Experience**

**Rosecrans Boulevard and Studebaker Road Hot Spots Arterial Intersection Improvements, City of Norwalk, California.** Civil Engineering Task Manager responsible for civil engineering services required for the intersection improvements. The project entailed adding north-, south-, east-, and west-bound left turn lanes, east- and south-bound right-turn overlap phasing, increasing west- and north-bound left-turn-pocket storage on both streets, 2-foot widening within the existing streets rights-of-way, median island modifications, street light relocation, street resurfacing, and signing and striping modifications.

**Garfield Avenue Corridor Improvements, City of Paramount, California.** Civil Engineering Task Manager responsible for civil engineering services required for street improvements between the north city and the south city limits. The design involved street widening to accommodate a third lane in each direction; street resurfacing; two concrete intersections; concrete sidewalk, curb and gutter, and driveway approach reconstruction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor. Services included civil, traffic, and drainage engineering; survey and mapping; utility relocation; landscape architecture; and pavement management.

**Lakewood Boulevard and Del Amo Boulevard Hot Spot Intersection Improvement, City of Lakewood, California.** Civil Designer responsible for assisting with design of street improvements required for the improvements. The project includes widening the west side of Lakewood Boulevard north of Del Amo Boulevard, modifying and removing the median island on Lakewood Boulevard, widening the south side of Del Amo Boulevard, modifying the median island on Del Amo Boulevard, modifying the traffic signal, relocating street lights per street/median island modifications, widening Lakewood Boulevard and the box culvert/channel wall, obtaining a Los Angeles County construction permit and license agreement for work within the channel, and extending Del Amo Boulevard Class 2 bike lanes east of Lakewood Boulevard and converting the bike path to recreational path.

**Centinela Avenue Street Improvements, City of Inglewood, California.** Civil Engineering Task Manager responsible for civil engineering services required for improvements between La Cienega Boulevard and Florence Avenue. The project encompassed street resurfacing; reconstructing damaged and uplifted concrete sidewalk, curb, gutter, and drive approaches; installing ADA-compliant access curb ramps, including truncated domes; installing concrete bus pads and a new transit shelter with bench and trash receptacle; and installing signing and striping.
Fishburn Avenue Improvements, City of Bell, California. Civil Engineering Task Manager responsible for civil engineering services required for the pavement rehabilitation project. The improvements encompassed resurfacing with asphalt-rubber hot mix to prevent more serious and costly deterioration that would lead to complete reconstruction; reconstructing damaged and uplifted concrete sidewalk, curb, gutter, and drive approaches; reconstructing damaged AC and PCC pavement; installing ADA-compliant access curb ramps, including truncated domes; installing AC speed humps, new HDPE-pipe storm drain system on Fishburn Avenue; and installing signing and striping.

Arterial Street Resurfacing, City of Paramount, California. Project Manager responsible for overall project management and oversight for the resurfacing project. The scope consists of approximately 2,700 lineal feet of street improvements, cold milling, rubberized asphalt overlay, curb ramps, sign and pavement legend replacements, and miscellaneous concrete repairs.

Centinela Avenue Safety Improvements, City of Inglewood, California. Civil Engineering Task Manager responsible for civil engineering services required for raised median island component of this HSIP – Cycle 8 project. The City received nearly $1.4 million in grant funding to construct raised median islands on Centinela Avenue between La Cienega Boulevard and La Brea Avenue. Other project improvements involved installing protected left-turn phasing at three signalized intersections along Centinela Avenue.

Rams Football Stadium Multi-Modal Transit Center Facility, City of Inglewood, California. Project Manager responsible for overall project management and oversight for the 3.8-acre multi-modal transit center facility. The project goal is to have the facility – located at Prairie Avenue and Arbor Vitae Street – serve as a regional hub and destination drop-off/pick-up for the football stadium. Willdan is performing services for preliminary conceptual design, utility relocation, geotechnical engineering, hydrology study, storm water mitigation, parking lot and pedestrian lighting, landscaping, on-site pedestrian amenities, and security systems.

Walker Avenue Widening and Intersection Improvements, City of Bell, California. Project Manager responsible for overall project management and oversight for the street widening and intersection improvements at Florence Avenue. The scope of work includes curb and gutter alignment, ADA-compliant curb ramp, northbound lane widening, catch basin relocation, traffic signal equipment modifications, striping improvements, and utility revocation identification.

Alpine Pedal Path – Rathbun Creek Extension, City of Big Bear Lake, California. Civil Engineering Task Manager responsible for civil engineering services required to create another link in the City’s expanding network of bicycle lanes and pedestrian walking facilities within the community. The approximate 2,050-foot project segment completes a missing link between the Stanfield Cutoff to the east and two large commercial and employment centers west of Sandalwood Drive and provides safer, more user-friendly travel options. Willdan is providing right-of-way engineering, field survey, utility coordination, preliminary and final design engineering, drainage and erosion control engineering, structural engineering, geotechnical engineering and materials testing, and traffic design for the pedal path improvements.

Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements. City of Hidden Hills, California. Civil Engineering Task Manager responsible for civil engineering services required to improve traffic congestion and pedestrian access at the Long Valley Road on-ramp intersection. The improvements encompass sidewalks, right turn-out lane, paved public parking lot and staging area for City entry, on-ramp sidewalk, shoulder paving, and other improvements at the heavily congested intersection of Long Valley Road and U.S. 101 on-ramp. Willdan is providing civil, drainage, landscape architectural, and traffic design; environmental compliance documentation; survey; geotechnical engineering and materials testing; grant funding administration; utility coordination; NPDES, SWPPP, and erosion control; right-of-way engineering; and construction support for this Measure R improvement project.

Pavement Rehabilitation at 14 Locations, City of San Bernardino, California. Deputy Project Manager responsible for assisting with overall project management and oversight required for the pavement rehabilitation project. The improvements involve evaluating and redesigning street pavement and abutting ADA-access ramps on 14 separate street segments throughout the city and replacing curb, gutter, sidewalk, and traffic signal detection loops. A drainage channel water crossing on Western Avenue is also required.
Jeffrey Lau, PE, TE
Traffic Studies and Design Task Manager

Profile Summary

Education: BS, Civil Engineering Polytechnic State University, Pomona
Registration:
Civil Engineer, California No. 83887
Traffic Engineer, California No. 2835
Doppler Radar Operator

Experience: 16 Years

Mr. Jeffrey Lau possesses expertise with various facets of traffic engineering, including field investigations, traffic data collection and analysis, traffic design, and project management. Mr. Lau has been involved in field work, design, and drafting on a variety of traffic engineering projects, including traffic signals, signing and striping, street lighting, and construction traffic control. He has assisted with preparation of traffic impact studies and analyses, plan reviews, and engineering and traffic survey studies, and re-certifications/updates. Mr. Lau is highly proficient in numerous traffic software programs such as AutoCAD, MicroStation, Synchro, HCS+, PC-Warrants, AGi32, and Crossroads Collision Database.

Relevant Project Experience

Coyote Creek Bicycle Trail and Park, City of Los Alamitos, California. Traffic Engineering Task Leader responsible for oversight of traffic engineering services provided for the bicycle trail and park improvements. The improvements encompassed new sculptural/artistic gates, landscaping, and wayfinding and interpretive graphics/features at trailheads at Katella Avenue and Willow Street, Oak Academy Park and Oak Street, Cerritos Avenue, and Los Alamitos Boulevard and Norwalk Boulevard. The project involved removing and reconstructing deteriorated pavement sections and adjusting water valve covers to grade. Permits for environmental clearance and construction were obtained through a collaborative effort with the U.S. Army Corps of Engineers along with a negotiated cooperative maintenance agreement with the Los Angeles County Department of Public Works.

West Santa Ana Branch Bicycle Trail STP Application, City of Paramount, California. Traffic Engineering Task Leader responsible for oversight of traffic engineering services required to prepare an ATP Cycle 3 application for the City’s bicycle trail improvement project. The necessary application documents were completed and narrative questions were researched and answered. Services encompassed attending meetings; gathering collision data; researching grant application projects by reviewing City master plans, general plans, and regional plans; performing field investigations; preparing cross sections and alignment concepts; assessing conflicts; identifying right-of-way takes; assessing environmental impacts; and preparing an engineering estimate.

Garfield Avenue Class II Bicycle Lanes ATP Application, City of South Gate, California. Project Manager responsible for overall project management and oversight for preparing an ATP Cycle 3 applications for the City’s bicycle trail improvement project. The necessary application documents were completed and narrative questions were researched and answered. Services encompassed attending meetings; gathering collision data; researching grant application projects by reviewing City master plans, general plans, and regional plans; performing field investigations; preparing cross sections and alignment concepts; assessing conflicts; identifying right-of-way takes; assessing environmental impacts; and preparing an engineering estimate.

Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements. City of Hidden Hills, California. Traffic Engineering Task Leader responsible for traffic engineering design and studies required to improve traffic congestion and pedestrian access at the Long Valley Road on-ramp intersection. The improvements encompass sidewalks, right turn-out lane, paved public parking lot and staging area for City entry, on-ramp sidewalk, shoulder paving, and other improvements at the heavily congested intersection of Long Valley Road and U.S. 101 on-ramp. Willdan is providing civil, drainage, landscape architectural, and traffic design; environmental compliance documentation; survey; geotechnical engineering and materials testing; grant funding administration; utility coordination; NPDES, SWPPP, and erosion control; right-of-way engineering; and construction support for this Measure R improvement project.
Firestone Boulevard Capacity Enhancement, City of South Gate, California. California. Traffic Engineering Task Leader responsible for traffic engineering design and studies required for the corridor improvements from Alameda Street to Hunt Avenue. The improvements involved roadway widening from four to six lanes; pavement rehabilitation; landscape and hardscape medians; median lighting; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant ramps; parkway trees; artistic elements and corridor entrance monument; bus shelter and bus turnouts; and traffic signal modifications. Services provided included civil, traffic, pavement, and drainage engineering; landscape architecture, survey and right-of-way engineering; and utility relocation.

Glenoaks Boulevard HSIP Cycle 7 and Resurfacing Improvements, City of San Fernando, California. Traffic Engineering Designer responsible for providing traffic engineering design required for the HSIP Cycle 7 intersection improvements. The design involves traffic signal modifications to protected/left-turn phasing and non-landscaped raised medians for the length of the turn pockets at Arroyo Street, Griswald Avenue, Grand Boulevard, Maclay Avenue, Haring Avenue, and Orange Grove Avenue. The project also involves 1.27 miles of street resurfacing between the east and west city limits.

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood. Traffic Engineering Task Leader responsible for oversight of traffic engineering services provided for 1½-mile complete street/green street improvements between the north City limit and Del Amo Boulevard to provide for a regional bicycle path in compliance with the Gateway Council of Governments Active Transportation Plan and improve pedestrian access to retail/commercial establishments. The design entailed coordination of pedestrian and bicycle movements into the current County Traffic Signal Synchronization Program, undergrounding utility distribution and transmission, Green Streets storm water quality treatment, and drought-tolerant landscaping. Other improvements involved upgraded traffic signal equipment to improve safety, bicycle parking and lockers, improved transit stops, sidewalk additions within the corridor to meet ADA requirements, street resurfacing, and irrigation. Willdan provided preliminary and final design, NEPA/CEQA documentation and permitting, transit partnering outreach, Corridor Committee meeting participation, and construction funding application preparation.

Paramount Boulevard Urban Renovation and Complete Street Improvements, City of Paramount, California. Traffic Engineering Designer responsible for providing traffic engineering design for improvements required for street improvements necessary to transform Paramount Boulevard from a four-lane arterial roadway into a scenic, multi-modal complete street corridor lined with shade trees and LED lighting to foster a more walkable and vibrant downtown atmosphere. The improvements involved traffic-calmed vehicle lanes with bulb-outs, two mid-block pedestrian crossings enhanced with rectangular rapid flashing beacons, new traffic signal, LED street and pedestrian lighting, parklet, bus shelters, new sidewalks, monument signs, and drought-tolerant streetscaping.

Palos Verdes Drive North Bicycle Lane RPSTPLE/SR2S Improvements, City of Rolling Hills Estates, California. Traffic Engineering Designer responsible for providing traffic engineering design provided for a $4 million improvement project adding bicycle lanes between Crenshaw Boulevard and the west city limits. Willdan provided preliminary and final design and construction management for the 1.26-mile roadway widening. The improvements were necessary to accommodate a second through lane at major intersections to increase capacity and add 5-foot bicycle lanes within a 200-foot right-of-way.
John Hidalgo, RLA
Landscape Architecture Studies and Design Task Manager

Profile Summary

Education: BS, Landscape Architecture, California State Polytechnic University, Pomona
European Study Tour, California Polytechnic State University, School of Architecture, Pomona

Registration: Landscape Architect, California No. 3551
Licensed Contractor, California C-27 No. 713613

Experience: 29 Years

Mr. John Hidalgo possesses landscape architecture experience that encompasses a variety of landscape and irrigation projects. He has in-depth expertise in design development, preparation of plans and specifications, plan reviews, and construction observation. Mr. Hidalgo is familiar with various local, state, and federal codes, regulations, procedures, and standards relating to construction, safety, park and facility planning, and other landscape and irrigation amenities. He has successfully completed projects in compliance with these various standards. Mr. Hidalgo has experience representing project owners during the plan review process. He possesses comprehensive experience in both field observation and construction. Mr. Hidalgo responsibilities include managing park and street beautification design, low-impact developments, plan reviews, and construction observation.

Relevant Project Experience

Urban Greening Bicycle Trail, City of Lynwood, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required to develop a sustainable, integrated, and efficient design for a bicycle trail within the community consistent with the City's year-round recreational programs. The $2.85 million, 1.2-mile project improvements are being designed to meet the City’s general plan objectives and incorporate landscaping and decorative/commemorative points-of-interest along the trail. The ultimate bicycle path will provide safe connectivity between parks, bus and light rail transit stops, city hall, and other City attractions and shopping areas. Willdan is providing full engineering design services encompassing field survey, right-of-way engineering, geotechnical engineering and inspection, landscape architecture, environmental documentation, preliminary and final design, drainage and water quality, utility coordination, traffic design, and safety and visibility lighting design.

Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements, City of Hidden Hills, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required to improve traffic congestion and pedestrian access at the Long Valley Road on-ramp intersection. The improvements encompass sidewalks, right turn-out lane, paved public parking lot and staging area for City entry, on-ramp sidewalk, shoulder paving, and other improvements at the heavily congested intersection of Long Valley Road and U.S. 101 on-ramp. Willdan is providing civil, drainage, landscape architectural, and traffic design; environmental compliance documentation; survey; geotechnical engineering and materials testing; grant funding administration; utility coordination; NPDES, SWPPP, and erosion control; right-of-way engineering; and construction support for this Measure R improvement project.

Firestone Boulevard Capacity Enhancement, City of South Gate, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for the corridor improvements from Alameda Street to Hunt Avenue. The improvements involved roadway widening from four to six lanes; pavement rehabilitation; landscape and hardscape medians; median lighting; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant ramps; parkway trees; artistic elements and corridor entrance monument; bus shelter and bus turnouts; and traffic signal modifications. Services provided included civil, traffic, pavement, and drainage engineering; landscape architecture, survey and right-of-way engineering; and utility relocation.

Los Alamitos Boulevard Median Improvements, City of Los Alamitos, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for a .05-mile improvement segment between Cerritos Avenue and Katella Avenue. The project goal was to reduce Los Alamitos Boulevard's scale, provide pedestrian refuge, and reduce pedestrian/automobile conflicts. Improvements involved raised median, pavement delineation, landscape and irrigation improvements, street lighting and traffic signal improvements at intersections with Florista Street and Sausalito Street. Minor traffic signal modifications were designed for the intersections with Katella Avenue and Cerritos Avenue.
Firestone Boulevard/Atlantic Avenue Intersection Improvements, City of South Gate, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for improvements between Firestone Boulevard limit and south city limit. The improvements involved asphalt-rubber hot mix overlay, street widening, street trees, raised landscaped medians, irrigation system, ADA-compliant curb ramps, concrete repairs, traffic signal modifications, communication conduits, and signing and striping. Willdan assisted the City through the planning process by developing a concept plan and presenting it to city council and affected business owners and residents. Willdan provided civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, public outreach, and utility coordination.

Paramount Boulevard Urban Renovation and Complete Street Improvements, City of Paramount, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for street improvements necessary to transform Paramount Boulevard from a four-lane arterial roadway into a scenic, multi-modal complete street corridor lined with shade trees and LED lighting to foster a more walkable and vibrant downtown atmosphere. The improvements involved traffic-calmed vehicle lanes with bulb-outs, two mid-block pedestrian crossings enhanced with rectangular rapid flashing beacons, new traffic signal, LED street and pedestrian lighting, parklet, bus shelters, new sidewalks, monument signs, and drought-tolerant streetscaping.

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for complete street/green street improvements between the north city limits and Del Amo Boulevard. Improvements involved street widening and median improvements; Class II bike lanes in both directions; turn lanes; landscape planting and irrigation; overhead distribution and transmission power undergrounding; sidewalk, curb and gutter, and driveway approach reconstruction; street resurfacing; catch basin construction; storm water quality improvements to comply with Green Streets policy; bike lockers, bus shelter, and traffic signal modifications. Services include civil, traffic, pavement, drainage, and geotechnical engineering; landscape architecture, survey and right-of-way engineering, and utility coordination and relocation.

Police Station Parking Lot, City of South Gate, California. Landscape Architect Task Manager responsible for providing and overseeing all landscape and irrigation design required for expanding the parking lot along Ardmore Avenue. The improvements impact approximately 2,500 square feet of land from the west end of the existing parking to the east right-of-way of California Avenue. The improvements call for reconstructing a portion of the landscaping between the wall and street right-of-way to match existing landscape. The westerly wall will be demolished and a reinforced wall will be constructed along the perimeter of the expanded parking lot.

Florence Avenue Corridor Improvements, City of Inglewood, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for the corridor improvements along the Crenshaw/LAX Transit Corridor. Improvements included street resurfacing; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant curb ramps; raised median island modifications; pedestrian pathways with decomposed granite treatments; Class II and II bike lanes; traffic signal modifications; signing and striping; and bus stop improvements and new installations. Willdan provided civil, traffic, and pavement engineering; landscape architecture; and utility coordination.
Mr. Gary Gordon offers comprehensive engineering experience, including project management, design, and construction management of bridge, roadway, traffic signal, waterline, sewer, drainage, and airport projects. Mr. Gordon’s career includes serving as a staff member of the Shasta County Department of Public Works, Caltrans Division of Structures, and the City of Redding’s Department of Public Works performing detailed and complex design, construction management, and division management and supervision. Throughout his career, Mr. Gordon’s focus has been on the delivery of road and bridge projects and the various appurtenances associated with them.

Mr. Gordon has dealt with complex environmental compliance issues involving CEQA and NEPA as well as developed considerable experience with resource agency permitting issues. The experience and insight gained from working directly with these agencies have proven invaluable in understanding and appreciating the varying needs of the different types of agencies that Willdan serves and developing the best solutions for those needs.

### Relevant Project Experience

**Emerald Bay Main Gate Safety Improvements, Emerald Bay Service District, Laguna Beach, California.** Structural Engineering Task Leader responsible for responding to structural requests for information during construction and redesigning various structural elements to accommodate utility lines discovered during construction. Willdan provided civil and traffic engineering design and other appurtenant services for safety improvements at the main gate entrance. Improvements involved road widening, guardhouse relocation and reconstruction; grading to accommodate the roadway widening and landscaping; installing upgraded lighting, ADA-compliant curbs and ramps, and retaining and monument walls; widening the right-turn pocket and installing a median; and installing street striping and signage within Caltrans’ right-of-way.

**Lakewood Boulevard/Del Amo Boulevard Hot Spot Intersection Improvement, City of Lakewood, California.** Structure Engineering Task Leader responsible for overall structural design of culvert structural and retaining walls. The project entailed widening Lakewood Boulevard north of Del Amo Boulevard; modifying/replacing median islands; widening Del Amo Boulevard; modifying traffic signals; relocating street lights per street/median island modifications; modifying a box culvert/channel wall; and extending a Class II bike lane.

**Roadside Drive Roadway and Bridge Widening, City of Agoura Hills, California.** Structure Engineering Task Leader responsible for overall structural design for the bridge widening and the approach retaining wall. Willdan is providing structural, civil, and traffic engineering design and other services for the bridge widening. Willdan’s scope involves preliminary engineering; environmental compliance and permits; final design; environmental mitigation; right-of-way; permit coordination; Local Assistance coordination; storm water pollution prevention plan preparation; and bidding and construction support.

**County Road Z at Howard Slough Bridge Construction Management Services, County of Glenn County, California.** Resident Engineer responsible for overall construction inspection and management for two-lane, 100-foot-long, concrete slab bridge with a cast-in-place reinforced concrete slab bridge founded on driven concrete pile bents. Also provided full federal aid support for the project by tracking and completing all required forms. Willdan provided resident engineering, Caltrans Local Assistance liaison, and testing services for this HBP-funded replacement of an aging, narrow bridge. The new bridge was a 105-foot-long, 30’8”-wide, four-span, reinforced concrete slab bridge supported on pile bents and diaphragm abutments. The project was completed under budget and one week ahead of schedule. Willdan worked closely with – and helped train – County inspectors who were utilized for the day-to-day inspections that enabled the County to maintain current staffing levels during difficult economic times. In addition, Willdan handled all aspects of the federal-aid assistance process.
Roadside Drive Roadway and Bridge Widening, City of Agoura Hills, California. Structure Engineering Task Leader responsible for overall structural design for the bridge widening and the approach retaining wall. Willdan provided structural, civil, and traffic engineering design and other services for the bridge widening. Willdan’s scope involved preliminary engineering; environmental compliance and permits; final design; environmental mitigation; right-of-way; permit coordination; Caltrans Local Assistance coordination; storm water pollution prevention plan preparation; and bidding and construction support.

Laurel Canyon Boulevard Bridge Widening over Tujunga Wash, City of Los Angeles, California. Structure Engineering Task Leader responsible for overall structural design and for responding to structural requests for information during construction. The project involved widening Laurel Canyon Boulevard by adding one lane and an 8-foot sidewalk in each direction. The bridge widening used the same configuration as the existing structure—a single-span, cast-in-place reinforced box girder founded on integral abutments that form a portion of the channel flood wall protection system. A small part of the existing floodwall was removed and reconstructed to make a watertight connection. The new retaining wall sections were designed using three different code standards to meet City, County, and U.S. Army Corps of Engineers requirements. A retaining wall was required by Metropolitan Water District. Bridge deck repairs included preparing the deck surface using an abrasive blast cleaning method and then applying a low-odor methacrylate bond coat and a polyester-mortar epoxy-based concrete.

East Stockton Avenue Sound Wall, City of Elk Grove, California. Structural Quality Assurance Task Leader responsible for overall quality, biddability, and constructability of the sound wall structural design. The sound wall, constructed along a city artery paralleled to CA-99, replaced resident-constructed multi-colored, multi-material, and multi-designed backyard fences and significantly improved the aesthetics of the artery. As a part of outreach and selection of design alternatives, Willdan consulted with impacted residents and the City’s Art Advisory Council prior to finalizing the design.

Stony Creek Bridge Replacement, County of Glenn, California. Project Manager responsible for oversight of engineering design services to replace a 500-foot-long, eight-span structure with severe scour and erosion under one of the pier footings resulting in pier settlement. Willdan prepared the advance planning study and developed the final construction plans and specifications package for bidding to replace the structurally-deficient, one-lane, eight-span, 500-foot-long bridge. The existing narrow bridge experienced significant scour under its spread footings which were founded on shallow, but erodible, sandstone. The new bridge is a three-span, cast-in-place, post-tensioned box girder bridge supported on single-column formed-concrete piers founded on cast-in-drilled-hole Type-1 piles to eliminate the scour issue. The three spans are approximately 152 feet, 192 feet, and 152 feet, respectively. The span configuration was optimized to closely match the 75 percent end span length ratio needed to minimize the post-tensioning jacking force. This alternative was constructed in a single stage that kept traffic on the existing bridge throughout the construction phase.

Mattole Road Bridge over Mattole Creek, County of Mendocino, California. Project Manager responsible for overall project management and performing design for the bridge replacement located on a rural county road accessing Sinkyone Wilderness State Park within Mendocino County’s coastal wilderness area. The bridge approach alignment on Briceland Road involves a series of curves and rolling hills. The existing bridge was constructed in 1967 and was a single-lane structure with two railroad flat cars placed side by side. Field review indicated that extensive scour has occurred at the bridge foundations. Willdan designed single-span, precast, prestressed box girders that eliminated falsework for the environmentally-sensitive area. A detour with a temporary bridge to maintain traffic through the construction site was utilized. The bridge foundations were socketed into the near surface rock stratum to eliminate future scour issues.
Mr. Rafael Suarez is primarily responsible for leading the utility relocation effort for the high-speed rail project spearheaded by the California High-Speed Rail Authority. His interactions involved a variety of services for several cities along the high-speed rail corridor. Mr. Suarez has developed positive working relationships with the California High Speed Rail Authority, BNSF, UPRR, SJVRR and other railroad agencies, Counties of Madera and Fresno, City of Fresno, rail corridor designers, utility facility planners, project construction groups, and permitting agencies. In addition to preparing design packages, Mr. Suarez analyses and reviews various technical and construction documents and provides conflict analysis for the civil designs.

### Relevant Project Experience

**High-Speed Rail CP1, Tutor Perini/Zachry/Parsons, California.** Utility Lead responsible for planning, managing, and executing the AT&T relocation plans for a $150 million, over 30-mile high-speed rail construction project and for initial preparation of the design fees, submittal schedules, managing multiple designers’ workload to meet submittal deadlines, research and mapping of existing AT&T facilities, and planning relocation alignments throughout the counties of Madera and Fresno. Willdan’s engineering design team assisted the CP-1 design/build contractor with planning and design support to relocate 158,000 lineal feet of AT&T duct banks, coordinating with other impacted utility providers, and assessing improved traffic operations on local roadways. This work involved coordination with the rail corridor designers, AT&T facility planners, project construction group, local permitting agencies, and the California High-Speed Rail Authority representatives. Willdan has employed effective communication and coordination to prevent project delays, taken measures to ensure quality and constructability, utilized 3-D modeling for conflict avoidance and workability within the composite plan reviews, and provided needed oversight.

**John Longville MetroLink Depot Improvements, City of Rialto, California.** Civil Designer responsible for assisting with design engineering and preparing plans, specifications, and estimates. Willdan is providing project management, right-of-way acquisition, and complete final design PS&E for the improvements. Willdan provided right-of-way acquisition of nine adjacent parcels; completed the CEQA environmental clearance requirements of a mitigated negative declaration; and completed demolition and final civil design on 10 parcels.

**Placentia Metrolink Station, Orange County Transportation Authority, Placentia, California.** Civil Designer responsible for assisting with preparing plans, specifications, and estimate for a new MetroLink commuter rail station in the City of Placentia, California. Addressing train ridership growth in the region, the station project included street improvements, railroad track improvements, pedestrian improvements, new rail platforms, and parking facilities. The new station is located along the San Bernardino Subdivision of the BNSF Railway and was designed to meet current and future transit demand. It is a key component of the transit-oriented development envisioned in the Westgate Specific Plan for the City of Placentia.

**Orange Line Extension, Brustoco Engineering & Construction, Inc./Los Angeles County Metropolitan Transportation Authority, Los Angeles, California.** Civil Designer responsible for assisting with design and drafting to relocate the storm drain systems. Willdan provided engineering design and construction support services for the design/build project of the MOL Extension extending from the existing Chatsworth Station to the Canoga Station in the San Fernando Valley along Canoga Avenue. Willdan prepared and processed plans, specifications, and estimate for street widening, raised landscaped medians, irrigation system, ADA-compliant curb ramps, bicycle paths, park-and-ride and parking lot facilities, traffic signal modifications, communication conduits, bus stations and parking facilities, and signing and striping improvements for Los Angeles County Metropolitan Transportation Authority and City of Los Angeles.

**On-Call Plan Review, City of Los Alamitos, California.** Civil Plan Reviewer responsible for checking improvement plans for the City, including street and storm drain plans, and associated hydrology and hydraulic calculation reports. Also reviews storm water pollution prevention plans and water quality management programs for conformance with National Pollutant Discharge Elimination System permit for Orange County’s Drainage Area Management Plan.
On Call Plan Review, City of Brea, California. Civil Plan Reviewer responsible for checking improvement plans for the City, including street and storm drain plans, and associated hydrology and hydraulic calculation reports. Willdan provided engineering plan reviews to ensure proposed developments and associated improvements are designed in accordance with City-accepted standards, Orange County Highway Design Manual, Orange County Local Drainage Manual, Orange County Drainage Area Management Plan, City Master Plan of Drainage, as well as other applicable design standards and conditions of development adopted by the City of Brea City Council of Planning Commission for each development.

Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study, County of Los Angeles, Compton, California. Civil Designer responsible for the hydraulic modeling and analysis of Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study. These activities include the process of mitigating increased flood risks identified along Compton Creek and Dominguez Channel. The Alternatives Study identifies, analyzes, and ranks alternative solutions to address hydraulic deficiencies discovered by the LACFCD. In addition, the Alternatives Study will analyze combinations of alternative solutions that address the flood control issues and incorporate multi-use benefit components that improve water conservation, enhance water quality and habitat, and provide recreational opportunities where possible.

Serrano Slope Restoration and Retaining Wall Design, City of Lake Forest, California. Civil Designer responsible for designing and drafting plans to restore a failed sloped area by providing retaining walls and necessary drainage features.

Firestone Boulevard and Atlantic Avenue Intersection Improvements, City of South Gate, California. Civil Designer responsible for providing assistance in the hydrologic and hydraulic design of storm drain and sewer systems as well as providing drafting services. Willdan is providing final civil plans, including street design, storm drain, sewer and water relocation, traffic signal modification and installation, signing and striping, street lighting, contract specifications, and engineer’s estimate for the widening of Firestone Boulevard and Atlantic Avenue in the City of South Gate.
Proposal for On-Call Engineering Services

Well No. 17 Pedestal Retrofit – City of Vernon

City of Vernon
WELL NO. 17 PEDESTAL RETROFIT

GENERAL NOTE:
1. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
2. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
3. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
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6. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
7. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
8. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
9. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.
10. CONTRACTOR IS TO PROVIDE ALL NECSSARY WORKS AND MATERIALS AS DESURED TO PERFORM THE WORKS AND SERVICES AS PERMITTED AS OF THIS DATE.

CONSTRUCTION NOTES:
1. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF VERNON SPECIFICATIONS.
2. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF VERNON SPECIFICATIONS.
3. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF VERNON SPECIFICATIONS.
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NOTES:
1. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF VERNON SPECIFICATIONS.
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9. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF VERNON SPECIFICATIONS.
10. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF VERNON SPECIFICATIONS.
Firestone Boulevard and Hildreth Avenue Intersection – City of South Gate
Intermodal Transit/Park-and-Ride Facility – City of Inglewood
December 11, 2019

City of Pico Rivera
Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660

Attention: Mr. Kenner Guerrero, Associate Engineer

Subject: Schedule of Fees for On-Call Engineering Services

Dear Mr. Guerrero:

Willdan Engineering is pleased to submit our schedule of hourly rates for services outlined and presented in our technical proposal.

We hope we have conveyed our sincere and passionate interest in continuing our working relationship with the City by providing exemplary services for this very important contract. If there are any questions regarding our services or submittal, please contact our proposed Project Manager, Mr. Tyrone Peter, PE, by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; by fax at (562) 695-2120; or by email at tpeter@willdan.com.

Respectfully submitted,

Willdan Engineering

Vanessa Muñoz, PE, TE, PTOE
Director of Engineering
### Schedule of Hourly Rates

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<td>Deputy Director</td>
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<tr>
<td>Director</td>
<td>$216</td>
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</tbody>
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** $172/hour for Prevailing Wage Project  
** $120/hour for Prevailing Wage  
*** $125 for Prevailing Wage

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 15 percent.

A subconsultant management fee of 15 percent. will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Rates are valid December 11, 2019 thru December 31, 2023, thereafter, the rates may be raised once per year to the value between the 12-month percentage change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/ San Francisco/San Jose area and five percent.
Schedule of Fees

On-Call Engineering Services

December 11, 2019
City of Pico Rivera  
Public Works Department  
6615 Passons Boulevard  
Pico Rivera, CA 90660

Attention: Mr. Kenner Guerrero, Associate Engineer  
Subject: Schedule of Fees for On-Call Engineering Services

Dear Mr. Guerrero:

Willdan Engineering is pleased to submit our schedule of hourly rates for services outlined and presented in our technical proposal.

We hope we have conveyed our sincere and passionate interest in continuing our working relationship with the City by providing exemplary services for this very important contract. If there are any questions regarding our services or submittal, please contact our proposed Project Manager, Mr. Tyrone Peter, PE, by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; by fax at (562) 695-2120; or by email at tpeter@willdan.com.

Respectfully submitted,

Willdan Engineering

Vanessa Muñoz, PE, SE, PTOE  
Director of Engineering
## Schedule of Hourly Rates

### Engineering

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<thead>
<tr>
<th>Position</th>
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### Geotechnical Engineering

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</tr>
<tr>
<td>Construction Manager</td>
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<td>Senior Construction Manager</td>
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<td>Project Manager IV</td>
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<td>Deputy Director</td>
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### Geotechnical Engineering (continued)

<table>
<thead>
<tr>
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<td>City Engineer II</td>
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<td>Director</td>
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### Landscape Architecture

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<td>Senior Landscape Architect</td>
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<tr>
<td>Principal Landscape Architect</td>
<td>$176</td>
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<td>Principal Project Manager</td>
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### Mapping

<table>
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<td>Survey Analyst I</td>
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<td>Survey Analyst II</td>
<td>$145</td>
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<td>Calculator I</td>
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<tr>
<td>Calculator II</td>
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<td>Calculator III</td>
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<td>Survey Analyst V</td>
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<td>Supervisor/Survey Mapping</td>
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<td>Principal Project Manager</td>
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### Administration

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<th>Position</th>
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<td>CDSE Specialist</td>
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<td>CDSC Analyst</td>
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<td>CDSC Coordinator</td>
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<td>Planning Technician</td>
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<td>Assistant Planner</td>
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<td>Planning Manager</td>
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</tr>
<tr>
<td>Deputy Director</td>
<td>$211</td>
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</table>

### Additional Information

* $172/hour for Prevailing Wage Project
* $120/hour for Prevailing Wage
* $125 for Prevailing Wage

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 15 percent.

A subconsultant management fee of 15 percent will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Rates are valid December 1, 2019, thru December 31, 2023. Thereafter, the rates may be raised once per year to the value between the 12-month percentage change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/ San Francisco/San Jose area and five percent.
1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and NV5, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide on-call engineering services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s December 18, 2020 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s December 18, 2020 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: March 24, 2020

3.4 “Expiration Date”: March 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Million Dollars ($2,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting
the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. David Niknafs, Director of Transportation, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on
behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.
14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS
as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits
of not less than Two Million Dollars ($2,000,000) per occurrence of claim/ Four Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:\VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate
the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail,
postage prepaid, to the addresses listed below (or to such other addresses as the
Parties may, from time to time, designate in writing).

If to City: If to Consultant:
Steve Carmona, City Manager Jeffrey M. Cooper, Director of
City of Pico Rivera Infrastructure
PO Box 1016 NV5, Inc.
6615 Passons Blvd. 163 Technology Drive, Suite 100
Pico Rivera, California 90660-1016 Irvine, CA 92618
Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and
Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or
termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five
(5) calendar days’ written notice to Consultant. Consultant shall have the right to
terminate this Agreement for any reason on sixty (60) calendar days’ written notice to
City. The effective date of termination shall be upon the date specified in the notice of
termination. Consultant agrees that in the event of such termination, City’s obligation to
pay Consultant shall be limited to payment only for those services satisfactorily
rendered, as solely determined by the City, prior to the effective date of termination.
Consultant agrees to cease all work under this Agreement on or before the effective
date of any notice of termination. All City data, documents, objects, materials or other
tangible things shall be returned to City upon the termination or expiration of this
Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance
by Consultant, then Consultant shall be paid based on the work satisfactorily performed,
as solely determined by the City, at the time of termination. In no event shall Consultant
be entitled to receive more than the amount that would be paid to Consultant for the full
performance of the services required by this Agreement.
23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has
the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. **CAPTIONS**

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. **COURT COSTS AND ATTORNEY FEES**

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to
judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”  “CONSULTANT”
CITY OF PICO RIVERA  NV5, INC.

______________________________ ___________________________________
Gustavo V. Camacho, Mayor Jeffery M. Cooper, Director of Infrastructure

Dated: ________________________    Dated: _____________________________

ATTEST:  APPROVED AS TO FORM:

___________________________ ___________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney
PROPOSAL
Submitted by NV5, Inc.
163 Technology Drive, Suite 100, Irvine, CA 92618

City of Pico Rivera
On-Call Engineering Services

DECEMBER 18, 2019
# TABLE OF CONTENTS

Cover Letter ........................................................................................................... 01
Executive Summary .................................................................................................. 02
Proposer’s Qualifications and Methodology ......................................................... 04
  A. QUALIFICATIONS ............................................................................................... 04
  B. UNDERSTANDING OF SCOPE OF SERVICES ............................................... 13
  C. METHODOLOGY AND WORK PLAN ................................................................. 16
Cost Proposal ............................................................................................................ 19
Other Information .................................................................................................... 20
  A. COMPANY INFORMATION .................................................................................. 20
  B. CLIENT REFERENCES .......................................................................................... 23
  C. CONTRACT EXCEPTIONS ................................................................................... 23

## APPENDIX

Resumes
Appendix B
Appendix C
Appendix D
Addendum No. 1
Addendum No. 2
December 18, 2019

City of Pico Rivera
Attn: Kenner Guerrero, Associate Engineer
6615 Passons Boulevard
Pico Rivera, CA 90660

SUBJECT: On-Call Engineering Services

Dear Mr. Guerrero,

NV5, Inc. is excited to have the opportunity to provide Engineering Design Services to the City of Pico Rivera (City). Our team has the knowledge and experience to ensure your project is completed on schedule and within budget. We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services.

ii. Consultant’s Name, Address, Email Address, Telephone and Facsimile Numbers of the Person or Persons to be used as Contacts, and who will be Authorized to Represent the Firm:

Consultant Name: NV5, Inc.; Address: 163 Technology Drive Suite 100, Irvine, CA 92618; Email Address: irvinebdgroup@nv5.com; Telephone: 949.585.0477; Fax: 949.409.8182; Authorized Representative: Jeffrey M. Cooper, PE, Director of Infrastructure, Telephone: 949.585.0477, Email Address: jeff.cooper@nv5.com

iii. Signed by an individual legally authorized to bind the submitter to its proposal and proposed pricing, and the resultant agreement:

NV5, Inc. is a California Corporation. Our corporate headquarters is located at 200 South Park Road, Suite 350, Hollywood, FL 33021. This proposal has been signed by Jeffrey M. Cooper, PE, who is a company officer authorized to bind the firm.

iv. State that the primary Consultant intends to perform the agreement as a single proposer and will bear sole and complete responsibility for all work as defined in the RFP and in the agreed upon resultant Agreement, even if any of the work is performed by a sub-Consultant approved by the City:

NV5, Inc., the primary Consultant, intends to perform the agreement as a single proposer and will bear sole and complete responsibility for all work as defined in the RFP and in the agreed upon resultant Agreement, even if any of the work is performed by a sub-Consultant approved by the City.

v. The proposal shall contain a statement to the effect that the proposal is valid for ninety (90) days:

This proposal will remain valid for a period of 90 days from the date of this submittal.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at jeff.cooper@nv5.com and david.niknafs@nv5.com. Thank you for your time and consideration.

Sincerely,

NV5

Jeffrey M. Cooper, PE
Director of Infrastructure

David Niknafs, PE
Director of Transportation
EXECUTIVE SUMMARY

At NV5, Inc., we understand the various aspects of the capital improvement process, making our team of experts uniquely qualified to perform the services required for successful completion of your project. We acknowledge that City projects are vital to the community, and we have more than 12 years of experience partnering with many cities and agencies across Southern California to provide On-Call Engineering Services. We are excited to have the opportunity to provide On-Call Engineering Services to the City and offer the following:

CURRENT PARTNERSHIP

Our experience and existing relationship with the City gives us the ability to continue providing professional engineering services for your projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. Specifically, our team is currently providing On-Call Engineering Plan Check Services to the City.

RELEVANT EXPERIENCE

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City’s team. Our team is providing similar On-Call Professional Engineering Services to dozens of cities throughout Southern California and L.A. County, including:

• City of Azusa
• City of Beverly Hills
• City of Bellflower
• City of Culver City
• City of Gardena
• City of Glendale
• City of La Habra Heights
• City of Pomona
• City of Rancho Palos Verdes
• City of San Fernando
• City of South Gate
• City of West Covina

APPROACH

NV5 has read, thoroughly understands, and agrees to the Scope of Services as included in this RFP. Our Understanding of the Scope of Services is outlined on page 13 of this proposal and can be adjusted, as needed, to meet the needs of the City. Our team is thoroughly familiar with Federal, State, County and Local requirements, as well as other industry standards, applicable to the projects or services to be provided. Our proven, effective Methodology & Work Plan can be found on page 16 of this proposal.

PROPOSED TEAM

Understanding the Scope of Services, NV5 has assembled a team of high-level professionals who will be made available to the City upon request. Our team will be led by David Niknafs, PE, who has both managed and directed similar on-call contracts throughout Southern California and has more than 30 years of civil engineering design experience with a focus in transportation. He will ultimately be the point of contact for the City and will be responsible for assuring that your projects are on schedule to be completed and remain on budget. Our highly qualified staff and a group of subconsultants that are experts in their fields will provide the City with a service that provides high-level infrastructure improvements.

SUBCONSULTANTS

Mr. Niknafs will lead our proposed team and act as the main point of contact for City officials. NV5 will enlist the following subconsultants, shown on the following page, to ensure all requirements of the project are completed by an expert in the field and finished in a timely and cost-effective manner.
EXECUTIVE SUMMARY

Overland, Pacific & Cutler (OPC) was established in 1980 to provide professional services for clients with projects involving right of way program management, land and right of way acquisition, feasibility analysis, real estate appraisal, appraisal review, relocation planning and implementation, property management, and utility coordination. OPC was created to perform these services for transportation, redevelopment, public works, housing, community development, school districts, energy, and utilities. Local, regional, state, and federal agencies call upon OPC to provide on-call and project based real estate services for their most challenging assignments.

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop streetscapes and all types of public landscapes to meet the specific needs of our client’s communities. For all of their commissions, the DVD team works to enhance the project program, we work within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community’s needs. Ever mindful of their role as stewards of the land, DVD’s design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. DVD understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company.

VST Engineering (VST) provides civil engineering services as it relates to a wide range of project components. Specific civil engineering services provided by VST Engineering include: Rail Alignment Design, Highway and Roadway Design, Interchange Design, Preliminary/Final Design Oversight, Program Management, Station Site Design, 3D Modeling (Bentley InRoads, Power InRoads, OpenRoads, OpenRail), Maintenance of Traffic Design, Grading, Quantity/Estimate Development and Utility Services and Coordination. VST Engineering is a Small Business (SB), certification ID – 2012229, a California Disadvantaged Business Enterprise (DBE), certification ID – 45931, a Washington Disadvantaged Business Enterprise (DBE), certification ID – D2F0026188 and a BART Small Business Enterprise, certification ID – 1323.

Iteris, Inc. (Iteris) is one of the largest southern California based full-service traffic and transportation consulting firms serving the public sector including state, regional, county, and local municipalities. Iteris 425+ staff have decades of expertise in traffic management, along with superior services and patented products help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower Iteris clients with solutions to better manage their transportation networks. Iteris team members are experts in the fields of traffic engineering, Intelligent Transportation Systems (ITS) and transportation planning. Iteris’ knowledge of these practice areas enables the firm to provide comprehensive services ranging from initial traffic impact studies, transportation corridor planning and alternative studies, travel demand forecasting, systems engineering, and detailed design, through implementation and performance monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks, and provide greater access to reliable traveler information.
PROPOSER’S QUALIFICATIONS AND METHODOLOGY

PROJECT EXPERIENCE
NV5 has successfully provided engineering services to dozens of municipalities over the last several years. Listed below are examples of recent projects in which our team has provided similar services to those requested in this RFP.

ANNUAL RESIDENTIAL STREETS REHABILITATION
CITY OF COMPTON | COMPTON, CA
Our team is providing engineering design services for the preparation of plans, specifications and estimates for the City’s annual residential street rehabilitation projects. Scope of work includes review and analysis of the City’s existing Pavement Management Study; research of the City’s existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

DATES: NOVEMBER 2016-CURRENT

KNIGHT WAY WIDENING AND GOULD AVENUE IMPROVEMENTS
CITY OF LA CANADA FLINTRIDGE | LA CANADA FLINTRIDGE, CA
Our team provided the plans, specifications and cost estimates for the infrastructure improvements, including street widening, median design, utility coordination and relocations, street lighting, traffic signing and striping for the widening of Knight Way and improvements to Gould Avenue. The main objectives of the project are to improve school drop-off and pick-up traffic; provide parking and pedestrian access on the south side of the street; and improve pedestrian access with a mid-block crossing and speed-calming measures.

DATES: JULY 2017-MARCH 2018

NORTH LA BREA AVENUE “GREEN STREET” IMPROVEMENTS
CITY OF INGLEWOOD | INGLEWOOD, CA
Our team provided comprehensive design services and final plans, specifications and cost estimates for this “Green Street” improvement project. The project mitigated existing distressed asphalt paving to the maximum extent possible and addressed stormwater runoff issues. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross gutters, alley gutters and driveway approaches; relocation of water meter and other utility boxes; landscape and root pruning; installation of pavement markers and striping to current standards; and reconstruction of bus stop pads and media/channelization islands.

DATES: CURRENT

CITYWIDE STREET IMPROVEMENTS
CITY OF POMONA | POMONA, CA
Our team provided design and construction support services for the $1.5M street rehabilitation. Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt. Services also included field surveying; utility coordination; multiple agency coordination; installation of bike lanes; evaluation of access ramps for ADA compliance; evaluation of traffic loop detectors; preparation of plans, specifications and cost estimates; and construction engineering support.

DATES: OCTOBER 2015-FEBRUARY 2016
PROPOSER’S QUALIFICATIONS AND METHODOLOGY

EAST 19TH STREET IMPROVEMENTS
CITY OF COSTA MESA | COSTA MESA, CA
Our team prepared plans, specifications and cost estimates for this federally funded Safe Route to School traffic-calming project. The scope of services consisted of preparing and processing environmental documents, civil engineering design plans (to include the use of bulb-outs and median improvements), and obtaining federal approval for construction and construction support. The project included roadway, pedestrian walkways, lighting, landscaping, and storm drain improvements. The project also included the design of three monument signs.

DATES: OCTOBER 2016-APRIL 2019

FY 2018-19 STREET REHABILITATION
CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA
Our team is currently providing engineering design services for pavement improvements, which include slurry seal, grind and overlay. In addition, we will review drainage conditions and identify any existing drainage issues within the project limits, with any drainage improvement alternatives discussed and reviewed with the City.

DATES: CURRENT

WILMINGTON AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS
CITY OF COMPTON | COMPTON, CA
Our team provided professional design engineering services, including plans, specifications, cost estimates and related bid documents, for this Safe Routes to School project. The project included pavement rehabilitation, various pedestrian and bicycle improvements, the installation of wider and colored crosswalks, countdown pedestrian signals, enhanced pedestrian lighting, the installation of Class II bike lanes with wayfinding signage and Class I bike paths, and the installation of four solar-powered speed feedback signs for speed control and attainment.

DATES: AUGUST 2015-JUNE 2016

HUNTINGTON DRIVE IMPROVEMENTS
CITY OF MONROVIA | MONROVIA, CA
Our team provided engineering design services for the preparation of plans, specifications and cost estimates for the Huntington Drive Improvements projects, from Magnolia Avenue to Shamrock Avenue. The improvements included reconstruction and repair of the concrete roadway surface, sidewalk, curb and gutter (along both sidewalk and street medians); installation of ADA curb ramps, concrete bus pads; traffic signal upgrades; drainage improvements; and updating roadway signage, striping, and pavement markers. This was a federally funded project.

DATES: OCTOBER 2016-APRIL 2019

PACIFIC COAST HIGHWAY ARTERIAL IMPROVEMENTS
CITY OF REDONDO BEACH | REDONDO BEACH, CA
Our team is conducting a comprehensive traffic analysis and preparing design recommendations to reduce congestion and increase safety on Pacific Coast Highway. Project limits are between Anita Street to the north and Palos Verdes Boulevard to the south. Our team is preparing final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard.

DATES: NOVEMBER 2016-CURRENT
PROPOSER’S QUALIFICATIONS AND METHODOLOGY

FY2018-19 STREET IMPROVEMENTS
CITY OF LAWNDALE | LAWNDALE, CA
Our team is preparing the plans, specifications and estimate for the rehabilitation of the alleyways that run parallel to Hawthorne Boulevard and Grevillea Avenue. Improvements include improving alley drainage; grading; removal and replacement of pavement sections; alley concrete gutter; construct and repair curb and sidewalk; and removal of trees and landscaping. Services include schedule and cost estimate and submittal review.

DATES: JULY 2018-CURRENT

177TH STREET IMPROVEMENTS
CITY OF TORRANCE | TORRANCE, CA
Our team prepared the plans, specifications and estimates for the rehabilitation of 177th Street, from Prairie Avenue to Hawthorne Boulevard. Improvements included pavement rehabilitation, construction of missing and/or damaged concrete curb, gutter, sidewalks, ADA ramps, and cross gutters; and removal and replacement of trees, and sewer and manhole repairs.

DATES: MARCH 2016-AUGUST 2017

HARBOR BOULEVARD MEDIAN AND LANDSCAPE IMPROVEMENTS
CITY OF COSTA MESA | COSTA MESA, CA
Our team is providing professional engineering and environmental services for the design of improvements on Harbor Boulevard. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping, and associated improvements to improve pedestrian and traffic safety. The project tasks include: obtaining documents and field review, surveying and preliminary design; environmental analysis and approval; final civil engineering design; federal approval for construction and construction support.

DATES: MARCH 2016-CURRENT

ADA IMPROVEMENTS AT VARIOUS PARKS
CITY OF CORONA | CORONA, CA
Our team is responsible for providing professional engineering design services for the preparation of bid specifications, exhibits, and details for ADA improvements at various parks, including Citrus Park, Mountain Gate Park, Promenade Park, and Santana Park.

DATES: NOVEMBER 2019-JUNE 2019

HESSE COMMUNITY PARK PARKING LOT IMPROVEMENTS
CITY OF RANCHO PALOS VERDES | RANCHO PALOS VERDES, CA
Our team provided engineering design services for the Hesse Community Park Parking Lot Improvements project. The project consisted of the design of concept plans for parking lot pavement improvements and parking lot lighting improvements. Our services included preparation of concept plans and a preliminary cost estimate for the proposed improvements and attending progress and City Council meetings as necessary. Three design concepts were ultimately provided to the City and one was selected by the City Council.

DATES: CURRENT
PROPOSER’S QUALIFICATIONS AND METHODOLOGY

JACK HAMMETT SPORTS COMPLEX
CITY OF COSTA MESA | COSTA MESA, CA
Our team is providing engineering design services at Jack Hammett Sport Complex (home of the L.A. Chargers Summer Training Camp) to upgrade two natural turf soccer fields to synthetic turf fields that will include a sub-drain system, ADA-compliant access walks, bleachers and shade structures. The design also will examine the current parking circulation and capacity and make recommendations for parking lot improvements for current and future needs. The design also will include a potable water wash down/cool down system and appropriate retrofit of the existing irrigation.

DATES: DECEMBER 2015-CURRENT

QUARRY ROAD BRIDGE
COUNTY OF SAN DIEGO | SAN DIEGO, CA
Quarry Road currently crosses Spring Valley Creek at a concrete low water crossing (dip section) located east of SR125 and west of the Spring Valley Swap Meet. The proposed project will replace the low water crossing with a new bridge on a realigned alignment downstream of the existing low water crossing. The current low water crossing on Quarry Road becomes inundated during minor storm events causing road closure. This project proposes to replace the existing low water crossing with a new bridge on a realigned portion of Quarry Road. The plan is to build a bridge on a new alignment skewed slightly south (downstream) of the existing alignment while detouring traffic over a temporary detour road to be constructed upstream of the new bridge. NV5 has been contracted to perform all engineering, design and support work required to develop a complete design package in accordance with current design standards. This task order requires preparation of all construction PS&E in addition to coordination with Caltrans. NV5 was also responsible for structural engineering calculations, hydraulic studies, reports and work required for design of the bridge itself.

DATES: CURRENT

SR 99/MITCHELL ROAD/SERVICE ROAD INTERCHANGE
CITY OF CERES | CERES, CA
The NV5 team is preparing the Project Report, the engineering studies and attachments, and the Environmental Documentation to move through the Project Approval/Environmental Document (PA/ED) process with Caltrans. During this PA/ED phase, our team is developing the PS&E for this Interchange. We are delivering project management, mapping and field surveying, hydrology and hydraulics, preparation of the stormwater data report and drainage report, and preliminary engineering including geometric approval documents, advance planning studies for bridge structures, conceptual signing and pavement delineation, conceptual construction staging, right-of-way data sheets and preliminary cost estimates. Other tasks include value engineering, constructability, and safety reviews and public outreach.

DATES: CURRENT

184TH STREET AND BAILEY DRIVE STORM DRAIN PROJECT
CITY OF TORRANCE | TORRANCE, CA
Our team provided engineering services for the analysis, survey, utility coordination, as well as the preparation of plans, specifications, and estimates for the construction of a storm drain within 184th Street from Prairie Avenue to Bailey Drive and within Bailey Drive from 184th Street to 185th Street in order to alleviate the local ponding/flooding in the area.

DATES: MARCH 2016-DECEMBER 2016
PROPOSER’S QUALIFICATIONS AND METHODOLOGY

WENDT TERRACE STORM DRAIN IMPROVEMENTS
CITY OF LAGUNA BEACH | LAGUNA BEACH, CA
Our team provided design engineering services for the Wendt Terrace Storm Drain project, which included utility coordination, surveying, and preparation of the final plans, specifications, and cost estimates. The project included the design of an 18-inch HDPE storm drain pipe to be extended and located to the south of the existing storm drain channel at 719 Griffith Place and continue to traverse at approximately 10 to 15 feet from the existing storm drain channel through 719 Griffith Place and apportion of 850 Bolsa Way and connect downstream to the side of the existing channel.

DATES: AUGUST 2015-JANUARY 2016

GRANDVIEW PUMP STATION
CITY OF GLENDALE WATER & POWER | GLENDALE, CA
Our team is preparing plans, specifications and cost estimate for the removal and replacement of the existing Pump and Motor No. 2 with a new pump and motor. Grandview Pump Station is more than 70 years old and pumps about 25 percent of the City’s water supply. The main goal of the project is to increase the reliability and efficiency of the facility by replacing the 72-year-old Pump No. 2, which continues to experience failures. In addition, NV5 is coordinating with the City’s SCADA integrator to ensure all modifications during the design will be in line with the City’s control system.

DATES: SEPTEMBER 2018-JULY 2019

ROCKFIELD ZONE 4 TO 3 AUTOMATED VALVE
IRVINE RANCH WATER DISTRICT | IRVINE, CA
Our team is providing the plans, specifications and estimates for the Rockfield Zone 4 to 3 Automated Valve project. It will install a new automated valve and a flow meter in the existing vault. NV5 evaluated alternatives and recommend the valve type to be used. The new valve will maintain a flow rate set point received through SCADA from Lake Forest Zone 4 (640 HGL) to IRWD Zone 3 (470 HGL).

DATES: APRIL 2017-CURRENT

PALM AVENUE INFRASTRUCTURE IMPROVEMENTS
WHITTIER UTILITY AUTHORITY | WHITTIER, CA
Our team is providing plans, specifications, and estimates for the replacement of an existing 6-inch water main and 8-inch sewer main prone to frequent blowouts due to an aging pipeline. Improvements also include street reconstruction along Palm Avenue between Whittier Boulevard and Beverly Boulevard. This reach will replace approximately 5,000 LF of pipeline and street pavement.

DATES: MAY 2016-CURRENT

WELL NO. 10
CITY OF NORWALK | NORWALK, CA
Our team designed the phosphate treatment system for the City of Norwalk’s Well No. 10. The scope of work included review of final technical memorandum for investigation of red/yellow water source in the distribution system, and preparation of plans, specifications and cost estimate for concrete foundation and shed, treatment system skid mounted dual variable speed injection pumps installation, electrical and control conduits and wiring to the existing Motor Control Center.

DATES: MAY 2015-APRIL 2016
Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Engineering Services. Shown below are team roles and responsibilities. Resumes for our proposed team can be found in the **Appendix**.

**ORGANIZATION CHART**

---

**DIRECTOR OF INFRASTRUCTURE**

Jeffrey M. Cooper, PE

**PROJECT MANAGER**

David Niknafs, PE

**TRANSPORTATION ENGINEERS**

**TASK LEADER**

David Niknafs, PE

Akram Hindiyeh, PE, TE  
Art Biscocho  
Angel Fuertes, PE  
Stephen Novak  
Mohamed Lazim, EIT

**WATER/WASTEWATER ENGINEERS**

**TASK LEADER**

Charlie McKinley, PE  
David Maher, PE, QSD/QSP  
Khanh Nguyen, EIT  
Vanessa Paneto, EIT  
Nhan Ly

**STRUCTURAL ENGINEERS**

**TASK LEADER**

Jack L. Abcarius, PE  
Russell Nygaard, PE  
Devan Dagley, PE, QSD/QSP  
C. Daniel Sun, PE  
Christopher Krier, PE

**SURVEY, MAPPING, ROW & FIELD REVIEWS**

Pete Golding, PLS  
James Nicolau IV, PLS

**ENVIRONMENTAL**

Thomas Acuña, AICP  
Hilary R. Brinegar

**COMMUNITY OUTREACH**

Rebecca Cole  
Gabriela Dow

**GEOTECHNICAL ENGINEERS**

Timothy Slegers, PE  
Carl Henderson, PE, GE

**RIGHT-OF-WAY ACQUISITION**

OVERLAND, PACIFIC & CUTLER*  
Eddie Quintero

**LANDSCAPING & IRRIGATION DESIGN**

DAVID VOLZ DESIGN*  
David Volz  
Gary Vasquez  
Luis Pedraza

**HIGH-SPEED RAIL ENGINEERING**

VST ENGINEERING*  
Dominic Tafoya  
Anthony Valdiosera, PE  
Michael Stanwick, PE

**TRAFFIC SIGNAL & SAFETY LIGHTING DESIGN**

ITERIS*  
Naree Kim, PE  
Paul M. Frislie, PE, IMSA  
Julian Barba, Jr., PE

* Subconsultant
## STAFF QUALIFICATIONS

Our team has the ability to deliver quality products on schedule and within budget. Below, please find a chart including names, roles, education, experience, applicable professional licenses and credentials of the proposed team. NV5 has a deep bench of professionals available to the City, and we will provide the professionals with the most relevant experience per task order.

### STAFF QUALIFICATIONS

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Years of Experience</th>
<th>Education, Certifications &amp; Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeffrey M. Cooper, PE</td>
<td>Director of Infrastructure</td>
<td>40</td>
<td>M.S. Environmental Engineering&lt;br&gt;B.S. Civil Engineering&lt;br&gt;B.A. Economics&lt;br&gt;Civil Engineer (CA) No. 31572</td>
</tr>
<tr>
<td>David Niknafs, PE</td>
<td>Project Manager + Transportation Task Leader</td>
<td>30</td>
<td>M.S. Civil Engineering&lt;br&gt;B.S. Civil Engineering&lt;br&gt;Civil Engineer (CA) No. 42697</td>
</tr>
<tr>
<td>Akram Hindiyeh, PE, TE</td>
<td>Transportation Engineer</td>
<td>40</td>
<td>M.S. Civil Engineering&lt;br&gt;B.S. Civil Engineering&lt;br&gt;Civil Engineer (CA) No. 28510&lt;br&gt;Traffic Engineer (CA) No. 1452&lt;br&gt;OCTA Prequalified Pavement Inspector</td>
</tr>
<tr>
<td>Art Biscocho</td>
<td>Transportation Engineer</td>
<td>30</td>
<td>B.S. Civil Engineering</td>
</tr>
<tr>
<td>Angel Fuertes, PE</td>
<td>Transportation Engineer</td>
<td>35</td>
<td>M.S. Public Administration&lt;br&gt;B.S. Civil Engineering&lt;br&gt;Civil Engineer (CA) No. 40694&lt;br&gt;Water Resources Planning Certificate, U.S. Army Corps of Engineers</td>
</tr>
<tr>
<td>Stephen Novak</td>
<td>Transportation Engineer</td>
<td>25</td>
<td>A.S. Building Technology Certificate, Master Planning Communities</td>
</tr>
<tr>
<td>Mohamed Lazim, EIT</td>
<td>Transportation Engineer</td>
<td>10</td>
<td>B.S. Civil Engineering&lt;br&gt;A.S. Mathematics and Engineering Engineer-in-Training (CA) No. 166401</td>
</tr>
<tr>
<td>Charlie McKinley, PE</td>
<td>Water/Wastewater Task Leader</td>
<td>30</td>
<td>B.S. Biomedical Engineering&lt;br&gt;Civil Engineer (CA) No. C38484</td>
</tr>
<tr>
<td>David Maher, PE, QSD/QSP</td>
<td>Water/Wastewater Engineer</td>
<td>14</td>
<td>B.S. Civil Engineering&lt;br&gt;Civil Engineer (CA) No. 86136&lt;br&gt;Qualified SWPPP Developer&lt;br&gt;Qualified SWPPP Practitioner</td>
</tr>
<tr>
<td>Khanh Nguyen, EIT</td>
<td>Water/Wastewater Engineer</td>
<td>17</td>
<td>B.S. Civil Engineering&lt;br&gt;Civil Engineer-in-Training (CA)</td>
</tr>
<tr>
<td>Vanessa Paneto, EIT</td>
<td>Water/Wastewater Engineer</td>
<td>4</td>
<td>M.S. Civil Engineering&lt;br&gt;B.S. Civil Engineering&lt;br&gt;Engineer-in-training (CA) No. 152200</td>
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</tbody>
</table>
### STAFF QUALIFICATIONS

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Years of Experience</th>
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<tbody>
<tr>
<td>Nhan Ly</td>
<td>Water/Wastewater Engineer</td>
<td>5</td>
<td>B.S. Civil Engineering</td>
</tr>
<tr>
<td>Jack L. Abcarius, PE</td>
<td>Structural Task Leader</td>
<td>36</td>
<td>B.S. Civil Engineering Certificate Completion for Module I Value Analysis/Value Engineering</td>
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<td>Civil Engineer (CA) No. 40459</td>
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<tr>
<td>Russell Nygaard, PE</td>
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<tr>
<td>Devan Dagley, PE, QSD/QSP</td>
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<td>Qualified SWPPP Developer/Practitioner, (CA) No. 23714</td>
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<td>Certified Cal OES SAP Disaster Worker No. 81164</td>
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<tr>
<td>C. Daniel Sun, PE</td>
<td>Structural Engineer</td>
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<tr>
<td>Christopher Krier, PE</td>
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<tr>
<td>Pete Golding, PLS</td>
<td>Survey</td>
<td>45</td>
<td>B.A. Mathematics</td>
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<td>Professional Land Surveyor (CA) No. 4768</td>
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<tr>
<td>James Nicolau IV, PLS</td>
<td>Survey</td>
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<td>Envision Sustainability Professional/Institute for Sustainable Infrastructure</td>
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<tr>
<td>Thomas Acuña, AICP</td>
<td>Environmental</td>
<td>35</td>
<td>B.A. Business Administration</td>
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<td>Hazardous Materials &amp; Site Assessment Certification</td>
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<td>Certified Environmental Surveyor SDG&amp;E</td>
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<tr>
<td>Hilary R. Brinegar</td>
<td>Environmental</td>
<td>12</td>
<td>M.S. Agricultural Economics and Agricultural Business</td>
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<tr>
<td></td>
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<td>B.S. Environmental Science</td>
</tr>
<tr>
<td>Rebecca Cole</td>
<td>Community Outreach</td>
<td>20</td>
<td>B.S. English</td>
</tr>
<tr>
<td>Gabriela Dow</td>
<td>Community Outreach</td>
<td>20</td>
<td>B.A. English, Literature, and Communications</td>
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# Staff Qualifications

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<thead>
<tr>
<th>Name</th>
<th>Role</th>
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<tbody>
<tr>
<td><strong>Timothy Slegers, PE</strong></td>
<td>Geotechnical Engineer</td>
<td>25</td>
<td>B.S. Civil Engineering</td>
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<tr>
<td></td>
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<td>Civil Engineer (CA) No. 58653</td>
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<td>American Concrete Institute, Field Testing Technician</td>
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<td>Grade I, No. 01001534</td>
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<td>International Code Council, Reinforced Concrete</td>
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<tr>
<td></td>
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<td>Special Inspector, No. 8820424</td>
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<tr>
<td><strong>Carl Henderson, PE, GE</strong></td>
<td>Geotechnical Engineer</td>
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<td>Ph.D. Civil Engineering</td>
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<tr>
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<tr>
<td><strong>Eddie Quintero</strong></td>
<td>Right-of-Way Acquisition</td>
<td>7</td>
<td>B.S. Environmental Resource Management, Land Use and Planning</td>
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<tr>
<td><strong>David Volz</strong></td>
<td>Landscaping &amp; Irrigation Design</td>
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<tr>
<td><strong>Gary Vasquez</strong></td>
<td>Landscaping &amp; Irrigation Design</td>
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<td>B.S. Landscape Architecture</td>
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<tr>
<td><strong>Luis Pedraza</strong></td>
<td>Landscaping &amp; Irrigation Design</td>
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<td>Graduate Studies, Computer Applications for Landscape Architecture</td>
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<tr>
<td><strong>Dominic Tafoya</strong></td>
<td>High-Speed Rail Engineering</td>
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<td>Landscape Architect (CA) No. 2375</td>
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<tr>
<td><strong>Anthony Valdiosera, PE</strong></td>
<td>High-Speed Rail Engineering</td>
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<td>LEED Certified</td>
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<tr>
<td><strong>Michael Stanwick, PE</strong></td>
<td>High-Speed Rail Engineering</td>
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<td>Qualified Stormwater Professional, QSD/QSP</td>
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<tr>
<td><strong>Naree Kim, PE</strong></td>
<td>Traffic Signal &amp; Safety Lighting Design</td>
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<tr>
<td><strong>Paul M. Frislie, PE, IMSA</strong></td>
<td>Traffic Signal &amp; Safety Lighting Design</td>
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<tr>
<td><strong>Julian Barba, Jr., PE</strong></td>
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<td>Civil Engineer (CA) No. 89042</td>
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## SubConsultants

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<thead>
<tr>
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<th>Role</th>
<th>Years of Experience</th>
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</thead>
<tbody>
<tr>
<td>Eddie Quintero</td>
<td>Overland, Pacific &amp; Cutler</td>
<td>7</td>
<td>B.S. Environmental Resource Management, Land Use and Planning</td>
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<td>David Volz</td>
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<td>Graduate Studies, Computer Applications for Landscape Architecture</td>
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<td>Gary Vasquez</td>
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<td>B.S. Ornamental Horticulture</td>
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<td>Certificate in Ornamental Horticulture</td>
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<tr>
<td>Dominic Tafoya</td>
<td>VST Engineering</td>
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<td>Anthony Valdiosera, PE</td>
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<td>Michael Stanwick, PE</td>
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<tr>
<td>Naree Kim, PE</td>
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<td>Paul M. Frislie, PE, IMSA</td>
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UNDERSTANDING OF SCOPE OF SERVICES
NV5 agrees to the scope as included in this RFP. In addition, our team can provide the following services, which can be tailored to meet the City’s needs on a per project or task order basis.

PROJECT MANAGEMENT

Kickoff Meeting
Following the notice to proceed, the NV5 team will schedule and attend a kickoff meeting with City staff to initiate the project; establish lines of communication; review and refine, if needed, the project scope of work and schedule; establish design guidelines; discuss project parameters and constraints; and obtain background information.

Field Review
A minimum of one field walk will be scheduled at the project location to provide a detailed depiction of existing conditions and work requirements on the plans and specifications. NV5 believes that clear and concise plans and specifications are achieved from a total understanding of the existing conditions, properties and environment of the project. Consequently, the NV5 team will conduct site visits as required to assure a proper design.

Project Review Meetings
At project review meetings, we will review project status, including progress, budget and schedule. The review meetings will be scheduled at the 60%, 90% and 100% submittals to obtain the City’s and other involved parties’ comments. At each meeting, we will prepare meeting agenda and minutes, including action items.

Data Collection
Our team will research the City’s and other records to obtain all available as-built improvement plans and record drawings, atlas maps, parcel maps, right-of-way data, address/business lists, reports and any other information pertinent to the project. Collection of data also will include contact and coordination with other departments and agencies, if necessary.

UTILITY RESEARCH AND COORDINATION
We will research and establish record location of all utilities as necessary. Utility coordination on the project will be ongoing and will generally consist of the following subtasks:

- Notify each utility purveyor, in writing, of the City’s proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
- Access the Underground Service Alert’s website and compile a list of member agencies that own facilities within the project limits.
- Augment and/or refine the above list based on available information at the City Records Department and from field investigation.
- Obtain existing dry and wet utility plans/records within the project limits. It also includes the coordination of the adjustment of any utilities per city or other agency standards.
- Coordinate all utilities and obtain approval in writing from affected utility companies regarding conflicts, relocations and improvements.
- Consult with the service planners and others as necessary within each utility company to resolve any conflicts.
- Coordinate with the utility purveyor and establish the electrical feed point for the new lighting system.
- Keep City staff informed on all discussions with utility companies via written meeting minutes or records of telephone conversation.
- Prepare a Utility Notification Log to track utility company contacts and responses, including contact information and dates of all outgoing and incoming correspondence.

SURVEY
Field and record information will be acquired to complete a topographic survey for design purposes. As required, we will provide surveying tasks that meet the project goal, including, but not limited to, topographic survey, preparation of legal descriptions and exhibits and any other document required for right-of-way takes, easements and plats.

RIGHT-OF-WAY SERVICES
Our first step will include property research to establish the existing right-of-way as a basis for determining the potential for additional right-of-way requirements. Eliminating the property needed and minimizing impacts to properties will be a primary design goal; however, should the acquisition of additional right-of-way be necessary, each parcel where a right-of-way take may be required will be thoroughly evaluated. As required, we will prepare plat maps, legal descriptions, final maps for recording and other necessary documents.

ENVIRONMENTAL
The NV5 environmental team provides a full range of environmental services including regulatory compliance strategies, environmental documentation, and preparation
and processing of permits. We specialize and excel in environmental documentation for a variety of agencies, land planning, biological and wetland studies, cultural resources, air quality studies, landscape architecture, hazardous materials, and other specialized technical studies. We have a proven track record for providing environmental clearances for infrastructure, water/wastewater, utilities, transportation, parks, private development and more, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

We build successful, streamlined regulatory strategies by understanding the clients’ priorities, the applicable regulations, and by anticipating possible decisions from agency staff. We task assignments to our staff experts and provide clients with a clear understanding of the documentation and permitting pathways for successful project authorizations. Whenever possible, we strive to utilize regulatory exemptions to expedite project approvals.

Our team is well-versed in the depth and breadth of local, state and federal regulations that are needed for municipal projects, including but not limited to those pertaining to the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife (USFWS), State Water Quality Control Board and Regional Boards, California Department of Fish and Wildlife (CDFW), the California Department of Transportation (Caltrans), National Park Service, the California Coastal Commission, and many others. Our team’s wealth of experience in the environmental field also allows for the ability to provide expert quality assurance/quality control and review of environmental related documents and permit applications for any agency and for any industry.

GEOTECHNICAL INVESTIGATION, OBSERVATION + TESTING

Our team can provide Geotechnical Investigation, observation and testing services, if desired, for the City’s projects. NV5 has a staff of highly qualified technicians working in our laboratory and in the field, and our materials testing laboratory is fully equipped to provide all of the tests required to successfully service your projects. All of our Professional Engineers, Geologists, Inspectors and Technicians are certified in their respected fields.

COMMUNITY OUTREACH SERVICES

The NV5 community relations division brings more than 120 years of combined experience creating and executing targeted community outreach for capital improvement planning, design and construction relations for transportation, water, wastewater and other infrastructure programs.

Our team has achieved proven strategic public engagement and award-winning communications programs with measurable results for similar public agency programs by building support and community understanding for a smooth design and construction process. From project conception, design, construction and post project wrap-up, we serve as a liaison between the program team and the community to help even the most controversial program achieve success with final construction being built with community understanding and support.

Our unique experience in development, infrastructure, stakeholder facilitation, public works programs, construction outreach, engineering liaison, environmental and public engagement programs forms the foundation for helping our clients achieve the continued success that we bring to each project.
PLAN PREPARATION
The improvement plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor’s construction operations. Our team will deliver completed and approved construction drawings on or ahead of the project schedule. All plans will be prepared and submitted in a manner that assures a complete design approved by the City with assumed plan checks during the submittals (60%, 90% and 100%). The construction drawings will conform to the appropriate applicable standard plans.

TECHNICAL SPECIFICATIONS
Special provisions, describing project-related issues and the technical requirements, will be prepared. The special provisions will describe special design and coordination features of the project, as well as provide requirements for materials, equipment, installation and workmanship. A bid schedule also will be prepared and broken out into sufficiently detailed tasks to assist in evaluating the bids and preparing progress payments.

COST ESTIMATE
Detailed construction cost estimates will be developed for each plan submittal to the City. The estimates will incorporate price quotes from equipment vendors and will reflect the most recent trends in construction pricing.

We will provide three hard copies and one electronic copy of the construction-ready plans and technical specifications based on 100% review comments from the City. The final quantities and construction cost estimate will also be submitted based on the construction-ready plans. As part of the final submittal and at the City’s request, we can provide all affected utilities with the final plans and specifications.

MEETINGS AND SCHEDULES
NV5 will be available to attend plan submittal/review meetings and any other meetings with staff, agencies, and the public as required. NV5 will maintain updated project design schedules for use by the City staff.

BID PHASE
Once the plans are approved and advertised, our team will assist City staff with bid/award activities, including responding to bidder questions, preparing addenda and evaluating construction bids.

CONSTRUCTION PHASE
We will be available to attend the pre-construction meeting and will provide responses to requests for information and review contractor submittals. NV5 will incorporate all red-line comments prepared by the contractor and project inspector and will prepare the as-built plans for this project.

WHY NV5?
- PROVIDING RELIABLE, RESPONSIVE AND COST-EFFECTIVE ENGINEERING SERVICES
- USING LOCAL KNOWLEDGE FROM PREVIOUS LOCAL AGENCY PARTNERSHIPS AND EXPERIENCE
- MEETING THE CITY’S NEEDS

MOBILIZE QUICKLY TO PROVIDE SERVICES
CLEAR COMMUNICATION ONE POINT OF CONTACT
EQUIPPED WITH RESOURCES
QUICK RESPONSES TO ISSUES AND CONCERNS

UNDERSTANDING THE NATURE OF ON-CALL CONTRACTS AND THEIR CHALLENGES ALLOWS US TO MEET THE CITY’S NEEDS AND ACHIEVE ITS GOALS
PROPOSER’S QUALIFICATIONS AND METHODOLOGY

METHODOLOGY & WORK PLAN
NV5 can provide professional, comprehensive engineering services on a per project or task order basis for all types of capital improvement projects. Below is our general project approach that will be modified and tailored to meet each project’s needs.

WORK BREAKDOWN STRUCTURE
Upon issuance of a notice to proceed, our Project Manager will meet with team members to review the requirements, prepare a Work Breakdown Structure and make team assignments for maximum efficiency of resources. The detailed WBS will describe all of the work tasks necessary to complete the project. A master project schedule will be prepared following the WBS to show the relationship between tasks, the expected start date and duration for each item. This schedule will serve as a guide to conducting and monitoring the progress of the work and to assure projects are completed on time and within budget. To assure accurate monitoring and tracking of documents, revisions and progress, a document tracking and control system will be developed. NV5 will meet with the City Project Manager regularly and maintain constant communication to assure successful and timely delivery of the project. Meeting minutes will be distributed within one week of the meeting, identifying actions, items, assignments and due dates.

COST CONTROL
We are able to continually review and evaluate a project’s cost through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis, and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design team analyzes client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.

SCHEDULE CONTROL
The key to effective schedule control is to measure actual progress and compare it to planned progress on a regular basis and to take necessary corrective action immediately. We propose to supplement each major task as identified in the master project schedule with a supplemental schedule to keep careful track of where each individual component stands. We identify problems that may result from delays and readily provide the opportunity to modify the schedule, as required. This process keeps the completion of your projects on schedule.

INNOVATIVE AND SUCCESSFUL APPROACHES
The NV5 team focuses on providing safe, cost-effective, reliable and sustainable improvements using innovative design and contracting techniques that meet the needs of the taxpayers, meet or exceed the minimum standards based on design improvements, and minimize impacts to adjacent properties and vehicular and pedestrian traffic. Our experienced engineering staff provides lower-cost or lower-impact alternatives in order to develop the least disruptive and least expensive designs.

One such example of our use of innovative techniques can be seen in our work on the design of the Industrial Way Storm Drain and Drainage Improvements project for the City of Costa Mesa.

The project included design of a drainage system to alleviate the flooding in the area. The existing 48-inch storm drain pipe in the street (Industrial Way) was not capable of handling the storm flood in its current condition. We studied different design options and performed hydrology and hydraulic analyses for various alternatives. We designed a system that would limit the flow into the existing storm drain system. In addition, we designed an underground detention system consisting of three (3) rows of 12-inch perforated corrugated metal pipes within the available portion of the adjacent field. The new drainage system solved the flooding problem in the area and saved the City Public Works Department a substantial amount of money. The proposed design alternative was much superior to a conventional trenching method within the street area consisting of replacing a large segment of the existing pipe with a larger diameter pipe and adding numerous catch basins. The construction of the new drainage system was completed on time, and it is working just as intended. The City did not experience any flooding in the project area in the past heavy rain season.

Our team utilizes the latest in civil engineering design software to facilitate timely, efficient and innovative engineering design solutions for our clients. We rely on a host of computer resources, which include up-to-date, state-of-the-art technology that is in use today throughout the engineering industry. We make maximum use of PC-based CADD systems that allow for the storage of typical details, establish similarity of plan layouts, and enable rapid
duplications for the efficient preparation of plan sheets. Our team also provides construction management for public works projects to several local agencies. We take our commitment to building innovative projects seriously, and will have our in-house construction management staff review plans and specifications for constructability. This is a good opportunity to obtain the view of those from the field and reduce potential difficulties that may be encountered during the construction of a project.

MANAGING RESOURCES
NV5 will meet with the City Project Manager regularly and remain in constant communication to assure successful and timely delivery of the project. Biweekly meeting agendas, if necessary, will be distributed at least two working days before each meeting. Meeting minutes will be distributed within one week of the meeting, identifying actions, items, assignments and due dates. Utilizing this technique will provide consistency in decisions and a concise list of tasks to be accomplished by each participant and a specific time schedule to complete the task.

Senior staff will meet with assigned project personnel regularly and remain in constant communication to assure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task. This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

FAMILIARITY WITH STATE AND FEDERAL PROCEDURES
We understand that the development of federally funded and state-funded projects requires more than the preparation of design reports and PS&E. More and more, engineers are required to navigate their projects through the complex federal aid process involving pre-award audits, authorizations, and timely use of fund provisions. Our experience with the regulatory agencies controlling these funding sources has afforded us the opportunity to support our clients through the process of developing the day-to-day procedures required to secure authorization and reimbursement for federally funded projects. This participation has put us in a position to offer our clients an unparalleled level of understanding of the process required to comply with Federal and State requirements. Our work with local, state and federal agencies keeps us in the forefront of current updates to policies and procedures allowing our clients to benefit from our regular involvement in the project delivery process.

FEDERAL FUNDING REQUIREMENTS
The NV5 project team has provided program management, project engineering, design and construction support for a broad range of federally funded transportation projects, including Safe Route to School projects, Community Development Block Grant projects, and projects funded through the Federal Highway Administration, Federal Transit Administration, U.S. Department of Housing and Urban Development and other federal programs.

Our project experience includes preparing all or a portion of the federal paperwork for Caltrans for Local Assistance. We are well-versed in the preparation of the E-76 package in accordance with the Local Assistance Procedures Manual requirements. We are also experienced in the key federal provisions to be included in project specifications, including Disadvantaged Business Enterprise goals, compliance with Davis Bacon Act for prevailing wage provisions, flow down provisions to subcontractors, and a variety of other federal statutes and regulations.

Public Works projects often have multiple funding sources, including federal, state and local funding. We will develop and maintain a project documentation system acceptable to and in line with state and federal funding requirements.

QA/QC APPROACH
Our design quality assurance program was developed bearing in mind an agency’s control over a project outcome decreases and the cost of fixing a design problem increases exponentially over time. The most effective quality assurance programs focus on activities at the beginning of the design effort rather than waiting to the end, when little budget still remains. To this end, our six-point Quality Assurance Program has been developed around the following imperatives.

1. **Proactive listening to clients.** The first step toward quality is to make a concerted effort to listen to people throughout your organization to gain a clear understanding of what you need and want. This requires:
   a. Researching in advance standards published on client websites or elsewhere to gain a thorough understanding of client expectations
   b. Directly asking managers, engineers, operators and other stakeholders throughout your organization what they need, want and expect in the delivered product
c. Preparing and submitting opinions of probable cost at the earliest possible milestone, preferably the kickoff meeting, to assure budgets and expectations are compatible
d. Documenting findings in meeting minutes or similar documents to provide clients with an opportunity to promptly correct or clarify misunderstandings

2. Utility and subsurface structure research. To design buried improvements, accurate location and plotting of utilities and substructures is critical. This requires:
a. Obtaining record maps from utilities identified through inquiries to Underground Service Alert plus utilities such as Caltrans or railroads who do not subscribe to Underground Service Alert.
b. Critical review of record drawings to note possible existence of other buried facilities, including thrust blocks, vaults, and bridge piles, which rarely appear on record drawings.
c. Addressing comments received from Utilities after their review of preliminary plans showing record drawing information.
d. Field reconnaissance and plotting of locations of visible surface features, including manhole covers, valve covers, utility boxes, marking posts, pavement repair strips, and culvert end sections, which might indicate presence of other buried utilities.

3. Constant learning. While our project teams bring together professional engineers with decades of experience, project team members are still encouraged to set aside time to improve skills and keep skills current. This includes participation in

Greenbook committees as well as monthly review of changes to codes and standards, and updating standard templates used to produce engineering calculations, designs, specifications, and cost opinions. In addition, in-house training is encouraged to promote development of skills at all levels of design.

4. In-house specifications templates. To streamline production as well as to systematically document lessons learned in an accessible format, we maintain a library of approximately 600 standard specifications “test-driven” on hundreds of previous projects and reviewed by public agencies. Some of these were the basis for sections of the regional Standard Specifications for Public Works Construction (Greenbook). Most incorporate not only direct experience, but indirect lessons learned by reverse-engineering other regional and agency standards.

5. In-house calculation and design checklist templates. To facilitate engineering thoroughness, standard calculation procedures documented in manuals and other engineering references have been automated through Excel spreadsheets to enable our engineers to promptly quantify safety factors against many engineering failure modes. The calculation templates also produce job-specific quality-control checklists we use to monitor conformance of Contract Documents to industry standards as well as your expectations.

6. Two-engineer rule. To bring a team approach to problem-solving and avoid the danger of blind spots, our engineering deliverables are reviewed by two licensed engineers so a second set of eyes reviews all work.
COST PROPOSAL

Please find our cost proposal in the separately sealed envelope labeled “Sealed Cost Proposal”.

City of Pico Rivera | On-Call Engineering Services
A. COMPANY INFORMATION

i. Company name, home office address, office address, contact person (name and title), contact information.

Company Name: NV5, Inc.
Home Office Address: 163 Technology Drive, Suite 100, Irvine, CA 92618
Contact: David Niknafs, PE, Director of Transportation, david.niknafs@nv5.com, 949.585.0477

ii. Parent Company name (if applicable), address, contact person (name and title), contact information.

See above.

iii. Sub-Consultants (if applicable) company name, home office address, contact person (name and title), contact information.

Subconsultant Name: Overland, Pacific & Cutler
Home Office Address: 3750 Schaufele Ave., Ste. 150 Long Beach, CA 90808
Contact: Eddie Quintero, Project Manager, equintero@opcservices.com, 562.304.2016

Subconsultant Name: David Volz Design
Home Office Address: 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626
Contact: David Volz, President, dvolz@dvolzdesign.com, 714.641.1300

Subconsultant Name: Iteris, Inc.
Home Office Address: 1700 Carnegie Avenue, Santa Ana, CA 92705
Contact: Naree Kim, PE, Senior Engineer Transportation Systems, nxk@iteris.com, 949.270.9566

Subconsultant Name: VST Engineering
Home Office Address: 3391 Kelly St. Hayward, CA 94541
Contact: Dominic Tafoya, Co-founder, 303.868.1448, dtafoya@vst.engineering

iv. The proposal shall be signed by an official authorized to bind the company, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

This proposal has been signed by Jeffrey M. Cooper, PE, Director of Infrastructure, who is a company officer authorized to bind the firm. This proposal shall remain valid for a period of 90 days from the date of this submittal.

Jeffrey M. Cooper, PE
Director of Infrastructure

B. CLIENT REFERENCES

NV5 Client References:

ANNUAL RESIDENTIAL STREETS REHABILITATION
CITY OF COMPTON | COMPTON, CA
NV5 is providing engineering design services for the preparation of plans, specifications and estimates for the City’s annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City’s existing Pavement Management Study; research of the City’s existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

APPROXIMATE BUDGET: $8M
APPROXIMATE TIMELINE: JANUARY 2019 - CURRENT
CONTACT PERSON: JOHN STRICKLAND, PROJECT MANAGER, 310.605.5505, JSTRICKLAND@COMPTONCITY.ORG
OVER OTHER INFORMATION

FY 2017-18 STREET REHABILITATION
CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA
NV5 provided engineering design services for the preparation of plans, specifications and cost estimates for the City’s annual citywide street and drainage improvements. Our team prepared contract documents for localized AC spot repairs; stretches of new curb or swale; grind and overlay; inventory of existing traffic signs and making recommendations on replacing existing signs or installing new ones; and preparation of detailed drawings, specifications and cost estimate.

SEWER MAIN IMPROVEMENTS
CITY OF SANTA ANA | SANTA ANA, CA
Our team is currently providing engineering design services for the Old Grand Street, Santa Clara Avenue and Wright Street Sewer Main improvements. The project consists of replacing approximately 5,900 LF of existing sewer pipe, related laterals and manholes. Existing sewer main pipes include 3,000 LF of 15-inch and 2,900 LF of 12-inch sewer main. Existing sewer laterals will be replaced to the edge of the right-of-way to each property line. Services include preparation of plans, specifications and cost estimates, topographic survey, manhole details and utility research/investigation.

BRISTOL STREET WIDENING (SEVERAL PHASES)
CITY OF SANTA ANA | SANTA ANA, CA
The Bristol Street Widening has progressed over several phases. OPC performed cost estimates, acquisition, relocation, and property management services associated with different phases of this project. Most recently, OPC worked on the Bristol Street Widening Project - Phase III A and B, managing all acquisition and relocation services associated with these phases as well as property management. OPC managed maintaining, and monitoring vacant land and structures on behalf of the City as part of the project. Monitoring occurs daily for illegal occupancy, compromised board-ups, illegal dumping, weed abatement needs, graffiti, theft, property damage, and illegal use of utilities.

VARIABLES PROJECTS
CITY OF LONG BEACH | LONG BEACH, CA
OPC has provided property management services for the City of Long Beach for many years. As property managers, OPC has developed and established the City’s property management policies and procedures. Services provided include change of ownership notification, utility transfer, rent collection, fencing, board ups, locksmith services, and routine property maintenance for over 500 properties and 2,200 commercial and residential tenants. In addition to the above services, OPC has provided a number of special services ranging from demolition, environmental remediation, security, and event coordination for urban, blighted, and historic properties. OPC also managed the planning and construction of major tenant improvements and repairs for City owned properties. OPC is currently managing, maintaining, and monitoring vacant land and structures on behalf of the City as part of their City-wide redevelopment program.

APPROXIMATE BUDGET: $1M
APPROXIMATE TIMELINE: DECEMBER 2017-MAY 2018
CONTACT PERSON: FABIOLA HUERTA, CITY MANAGER, 562.694.6302, FHUERTA@LHHCITY.ORG

APPROXIMATE BUDGET: $500K
APPROXIMATE TIMELINE: MARCH 2019-JULY 2019
CONTACT PERSON: ARMANDO FERNANDEZ, PE, SENIOR CIVIL ENGINEER, 714.647.3316, AFERNANDEZ@SANTA-ANA.ORG

DATES: 2006-2017
STAFF ASSIGNED: EDDIE QUINTERO
CLIENT PROJECT MANAGER: JASON GABRIEL, PRINCIPAL CIVIL ENGINEER, 714.647.5664

DATES: CURRENT
STAFF ASSIGNED: EDDIE QUINTERO
CLIENT PROJECT MANAGER: MARY TORRES, DEVELOPMENT PROJECT MANAGER, 562.570.6846
OTHER INFORMATION

David Volz Design References:

STANTON CITY HALL
CITY OF STANTON | STANTON, CA
The civic leaders wanted a sustainable landscape to enliven the 2-acre city hall campus and to promote pride in the community. The vision included taking some of the frontage street, enlarging the plaza space clearing all old dated elements and creating a new community space indicative of the city-wide beautification program. The new plaza and public spaces include new trees, low water use shrubs and a bold updated ambiance for this important civic center. The beautiful paving system provides access to all from the street side bus stop and back parking structure to the council chamber, offices and senior center doorway. Cast concrete planters, beautiful metal highlights and attractive low water use plantings adorn the new civic plaza. LED lighting accent the City Hall structure, the new flagpole and the beautiful plaza art deco inspired details. The City received CDBG funds to improve access for seniors and City Hall visitors. The County Library is across the street from City Hall and was included in the project through, with a cooperative funding agreement in place. The unique “Stanton” bollards proclaim the pride this city has in its community and its public spaces.

STATE STREET PARK & SAFE ROUTES
CITY OF SOUTH GATE | SOUTH GATE, CA
Access to nature and open green space is provided throughout this 2 ½ acre park through elements including rolling turf grass, interspersed garden spaces as well as California native plantings that encompass one fifth of the site. The half-mile long park trail system meanders through the green space and provides access to numerous play and recreation nodes. This pathway-to-play parallels a new class 1 off street bikeway that runs the length of the project and connects to other city-wide trails. There are exciting play spaces, exercise equipment pods, sports courts and picnic spaces dispersed along the liner park’s trail system. Play spaces that engage visitors in both self-directed as well as programed play opportunities. After any given school day, the park site is filled with kids traveling between school and home who stop to recreate along this parks’ pathway. On weekends the picnic spaces are full of families and community celebrations of all kinds. There are sculptures in this park that tie together the art and nature theme that the community asked for during the park planning process. An example is the metal sculptures near the picnic shelter which are artistic interpretations of native California plants.

VST Engineering References:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY: RAIL DELIVERY PARTNER
CALIFORNIA HIGH-SPEED RAIL AUTHORITY | OAKLAND, SACRAMENTO, FRESNO, CA
Working towards a goal of opening the first high-speed rail system in the U.S., the Rail Delivery Partner provides services to the California High-Speed Rail Authority (HSR) including: program management, integration, delivery of environmental studies, operations and maintenance planning, contract procurement, and construction support. As the current Engineering Leads for CP 1, CP 2-3, and CP 4, VST Engineering attends all meetings related to the project in a programmatic role. VST Engineering coordinates engineering activities between HSR Engineering and the Project Construction Manager (PCM). VST Engineering also ensures that the designers comply with HSR Design Criteria consistent with programmatic position and coordinates engineering reviews with HSR and PCM staff. As part of the Engineering Services Branch, we provide support to Infrastructure Delivery, Strategic Delivery, Rail Operations Delivery, and Real Property to accelerate overall program delivery.

NV5 | 22
CALIFORNIA HIGH-SPEED RAIL AUTHORITY: CONSTRUCTION PACKAGE 2-3

CALIFORNIA HIGH-SPEED RAIL AUTHORITY | SELMA, CA

Construction Package 2-3 extends the high-speed rail system by approximately 65 miles from Fresno south towards Bakersfield, CA. Mr. Valdiosera served as the Segment 1 Track Lead where he is responsible for the design of the first 20 miles of HSR track. Additionally, Mr. Valdiosera assumed the role of Irrigation Manager to drive the delivery of 30 high priority irrigation crossings. Mr. Valdiosera’s duties included face-to-face coordination with the districts (Fresno Irrigation District, Consolidated Irrigation District, Lakeside Ditch Company, Peoples Ditch Company, and Corcoran Irrigation District) and their review subconsultants to progress the design from the 60% level to construction. Mr. Tafoya managed the Segment 3 track team while producing construction drawings for 25 miles of track guideway. This included leading coordination across multiple technical disciplines while making sure that extreme deadlines were met. During his time on the project Mr. Tafoya also assisted with utility coordination. This experience included leading design meetings with the contractor and public agencies including Level 3 Communications and Pacific Gas and Electric Company.

C. CONTRACT EXCEPTIONS

NV5 has no exceptions or deviations to the City’s Sample Agreement as included in this RFP.
APPENDIX
DAVID NIKNAFS, PE
Project Manager + Transportation Task Leader

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

**FY 2018-19 Street Rehabilitation**
CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

**Project Manager.** Mr. Niknafs is responsible for providing professional engineering design services for pavement improvements, which include slurry seal, grind and overlay. In addition, we will review drainage conditions and identify any existing drainage issues within the project limits.

**Wilmington Avenue Pedestrian and Bicycle Improvements**
CITY OF COMPTON | COMPTON, CA

**Project Manager.** Mr. Niknafs was responsible for providing professional design engineering services, including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. Scope of work consisted of various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

**North La Brea Avenue “Green Street” Improvements**
CITY OF INGLEWOOD | INGLEWOOD, CA

**Project Manager.** Mr. Niknafs was responsible for providing comprehensive design services and delivering final plans, specifications and estimates for this project. As part of the design process, our team evaluated all available design alternatives and developed an NPDES/MS4-compliant stormwater management plan that takes advantage of a network of pervious surfaces within the parking lanes and green areas with the median and parkway. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross gutters, alley gutters and driveway approaches; assessments of curb ramps for ADA compliance; relocation of water meter and other utility boxes into street parkways; landscape and root pruning; installation of pavement markers and striping to current standards; reconstruction of bus stop pads and channelization islands.

**Harbor Boulevard Street, Median and Landscape Improvements**
CITY OF COSTA MESA | COSTA MESA, CA

**Project Manager.** Mr. Niknafs managed the preparation of plans, specifications and cost estimates for the design of improvements on Harbor Boulevard, including street and median landscaping improvements. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping and associated improvements to improve pedestrian and traffic safety. A traffic analysis was conducted to establish median openings and turn pocket lane lengths.
RESUMES

East 19th Street Design Improvements
CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs was responsible for the design of this roadway, median and parkway landscaping improvements project. The project included the removal of and reconstruction of pavement, and reconstruction of curb, gutter, cross gutter, sidewalk, wheelchair ramp and driveway. His responsibilities included managing the preparation of the plans, specifications and cost estimates; and assisting the City with the preparation of PES and E-76 certification, as well as with the submittal and processing through Caltrans.

Citywide Street Rehabilitation
CITY OF POMONA | POMONA, CA

Project Manager. Mr. Niknafs was responsible for providing plans, specifications and estimates for the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape/Green Street and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included the associated bike facility striping, signing, crossing improvements and signal modifications for bike detection. In addition, the project involves the landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of this project were funded by Cycle 1 of the Active Transportation Program (ATP).

Wendt Terrace Storm Drain
CITY OF LAGUNA BEACH | LAGUNA BEACH, CA

Project Manager. Mr. Niknafs provided design engineering services for the Wendt Terrace Storm Drain Project, which included utility coordination, surveying, and preparation of the final plans, specifications and cost estimates. The project included the design of an 18-inch HDPE storm drain pipe to be extended and located to the south of the existing storm drain channel at 719 Griffith Place and continue to traverse at approximately 10 feet to 15 feet from the existing storm drain channel through 719 Griffith Place and a portion of 850 Bolsa Way and connect downstream to the side of the existing channel.

Jim Gilliam Park Improvements
CITY OF LOS ANGELES | LOS ANGELES, CA

Project Manager. As a subconsultant to David Volz Design, Mr. Niknafs led the team providing surveying and professional engineering design services for the Jim Gilliam Park Playground Improvements project. Services provided included: obtaining and reviewing all available information pertinent to the project, such as the existing water, sewer, and storm drain improvement plans from the City, utility agencies and/or other agencies having jurisdiction over this project to determine size and points of connection; conducting a field survey and providing design survey information as needed; preparing preliminary and final plans; managing and coordinating permit processing through the City of Los Angeles; preparation of final design improvement plans; and conducting meetings during the preliminary and final design.

Fire Station No. 20
THE IRVINE COMPANY | IRVINE, CA

Project Manager. The Irvine Company Community Development designed and constructed a 12,500-square-foot Fire Station on 1.5 acres of land in the Great Park area of Irvine. Mr. Niknafs was responsible for the design of the site and off-site improvements, including rough and precise grading, street improvements, water and sewer utility, underground fire line, signing and striping, storm drain, hydrology and hydraulic reports, specifications and estimates, and SWPPP and WQMP preparations. Our team also coordinated and processed plans through the City and other regulatory agencies.

Jack Hammett Sports Complex
CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs is managing the engineering design services at Jack Hammett Sports Complex (home of the L.A. Chargers Summer Training Camp) to upgrade two natural turf soccer fields to synthetic turf fields that will include a subdrain system, ADA-compliant access walks, bleachers, and shade structures. The design also will examine the current parking circulation and capacity and make recommendations for parking lot improvements for current and future needs. The design also will include a potable water wash-down/cool-down system and appropriate retrofit of the existing irrigation.
AKRAM HINDIYEH, PE, TE
Transportation Engineer

Mr. Hindiyeh has more than 40 years of civil engineering experience in the public and private sectors. Mr. Hindiyeh’s experience includes developing and implementing Pavement Management System Programs, Sidewalk Inventory Programs, Street Improvement Programs, Major Street Maintenance Programs, and Traffic Signals Operation and Maintenance Programs. Mr. Hindiyeh is a seasoned project and traffic engineer, currently acting as a technical adviser to several local elected officials and to various Traffic and Transportation Committees/Commissions, regarding local and regional transportation planning programs and issues. His traffic engineering expertise includes neighborhood traffic management, traffic circulation, traffic studies, traffic signal, signing and striping design. He is instrumental in generating a number of traffic management studies, traffic impact reports and/or offering technical advice for traffic engineering and large transportation planning projects.

Project Experience

Pavement Management Plan (PMP) Update
CITY OF GARDENA | GARDENA, CA
Project Engineer. Mr. Hindiyeh assisted in updating the City’s Pavement Management Plan (PMP) for 2017. Project tasks included reviewing all maintenance and rehabilitation activities conducted by the City since the last PMP update; collecting and recording pavement distress data per ASTM D6433-11 and Metro guidelines; preparing maps of the streets to be inspected; data entry; database verification/organization; and budgetary analysis.

General Engineering (Staff Augmentation)
CITY OF LAGUNA WOODS | LAGUNA WOODS, CA
City/Traffic Engineer. Mr. Hindiyeh and our team provide traffic and general engineering services on an as-needed basis. Services include: conducting and reviewing traffic engineering, traffic analysis, and transportation planning studies; providing analysis of existing and projected traffic conditions; providing electronic traffic control device studies and design; performing pedestrian studies; plan check services; and reviewing new development projects involving traffic impact analysis, modeling, and road impact fee analyses.

San Fernando and Burbank Boulevard Intersection and Street Improvements Constructability Review
CITY OF BURBANK | BURBANK, CA
Constructability Review. Mr. Hindiyeh performed constructability review of the traffic design to confirm that all traffic control requirements were adequately addressed. The project included analysis of engineers plans, specifications and estimates, confirming compliance of ADA issues, utility challenges, field topography conditions, permits, and traffic control requirements and that bid schedules capture all scope of work.
ART BISCOCHO
Transportation Engineer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Hermosa View School Safe Routes to School (SR2S)
CITY OF HERMOSA BEACH | HERMOSA BEACH, CA
Project Designer. Mr. Biscocho is responsible for the design engineering of the Hermosa View School Safe Route to School Project. The existing routes to Hermosa View School are characterized with a lack of continuous sidewalk, limited sight distance, outdated signage, high commuter traffic, crossing deficiencies, incomplete crosswalks and other features that contribute to hazardous conditions for students walking or biking to school. The improvements will include installation of continuous sidewalk and ADA curb access ramps; installation of crosswalks and pedestrian countdown signals; upgrading of school zone signs; and the addition of stand-back lines with barriers in front of the school.

Annual Residential Street Rehabilitation
CITY OF COMPTON | COMPTON, CA
Project Designer. Mr. Biscocho is responsible for preparing plans, specifications and estimates for the City’s annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City’s existing Pavement Management Study; research of the City’s existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

Huntington Drive Improvements
CITY OF MONROVIA | MONROVIA, CA
Project Designer. Mr. Biscocho prepared plans, specifications and cost estimates for the Huntington Drive Improvements projects, from Magnolia Avenue to Shamrock Avenue. The improvements included: reconstruction and repair of the concrete roadway surface, sidewalk, curb and gutter (along both sidewalk and street medians); installation of ADA curb ramps, concrete bus pads; traffic signal upgrades; and updating roadway signage, striping, and pavement markers. This was a federally funded project.

FY 2018-19 Street Rehabilitation
CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA
Project Designer. Mr. Biscocho is currently preparing plans, specifications and estimates for the annual citywide street and drainage improvements. The project includes pavement improvements, which include slurry seal, grind and overlay. In addition, we will review drainage conditions and identify any existing drainage issues within the project limits, with any drainage improvement alternatives discussed and reviewed with the City.
ANGEL FUERTES, PE
Transportation Engineer

Mr. Fuertes has more than 35 years of civil engineering experience in both the public and private sectors. His professional experience includes serving as the Principal Civil Engineer/Engineering Manager/Assistant City Engineer for the City of Lake Forest, serving as the Assistant City Engineer for the City of Aliso Viejo, and as Senior Civil Engineer and Civil Engineer for the Public Works and Harbor Departments in the City of Long Beach. He has experience in managing large capital improvement projects, including retaining and managing consultants and contractors using municipal guidelines.

Project Experience

Street Improvements and Landscape Medians
CITIES OF LAKE FOREST AND ALISO VIEJO | LAKE FOREST AND ALISO VIEJO, CA
Project Manager. Mr. Fuertes was the Project Manager for three roadway landscape median projects (Trabuco Road in City of Lake Forest, Aliso Creek Road in City of Aliso Viejo, and Pacific Park Parkway in City of Aliso Viejo). The projects included pavement resurfacing, curb and gutter rehabilitation, and constructing landscape medians.

Cesar Chavez Park
CITY OF LONG BEACH | LONG BEACH, CA
Project Manager. The 8-acre park development included site clearing, rough grading, and park development. The amenities included a basketball court, community center, tot lot, restrooms and picnic area. The management responsibilities included consultant selection (RJM Design Group) for design and procuring construction contractors.

Lake Forest Sports Park
CITY OF LAKE FOREST | LAKE FOREST, CA
Project Manager. The 88-acre, $90M Sports Park Project for the City of Lake Forest involved land acquisition, mass grading, utilities, and park improvements. The Sports Park consists of six baseball/softball fields, 5-acre multi-use fields, two synthetic soccer fields, and a 27,000-square-foot recreation building. Mr. Fuertes selected and managed consultants and contractors for design, construction management, grading, and park development. The project was completed under budget and has earned awards as Project of the Year from ASCE and APWA in 2015.

Alton Parkway Extension Project
CITY OF LAKE FOREST | LAKE FOREST, CA
Project Manager. The $6M, six-lane, 1-mile extension project included mass grading, utilities, street improvements and a landscaped median. Responsibilities included procuring and managing contract services for design, construction management and inspection; negotiating construction contracts and administrating cost sharing agreements with developer (Shea Homes and Baker Ranch), County of Orange, and utility purveyors (Irvine Ranch Water District and Southern California Edison). This project earned an award from ASCE in 2013.
Mr. Novak has more 25 years of experience in civil, environmental and geotechnical engineering. His expertise includes the conceptual planning, design and preparation of rough to precise grading plans; land use studies and preliminary engineering; street design; and water, sanitary sewer, street and storm drain plans. His projects encompass residential, wastewater and infrastructure, mountain and hillside, golf and resort, and commercial projects. His strengths as a designer/planner are first built on natural landforms development that integrates the environmental, cultural and economic imperatives of the client and community, providing creative and innovative design solutions. Mr. Novak is proficient with AutoCAD C3D, Word and Excel software applications.

**Project Experience**

**East Road Project**
CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

*Project Designer.* Mr. Novak is providing the design and plans for street and slope repair for the East Road project. The project consists of removal of existing asphalt pavement, street striping, sawcutting and removing existing pavement and constructing AC dig-out and constructing an AC berm.

**Various Street Improvements**
CITY OF COSTA MESA | COSTA MESA, CA

*Project Designer.* Mr. Novak is providing design revisions of driveways and ADA sidewalks and responses to plan check comments. NV5 is providing engineering design services for various street improvement projects as part of the City’s FY 2017-18 Capital Improvement Projects. The project includes the preparation of plans, specifications and cost estimates for various streets; and other professional engineering services including On-Call General Design and staff augmentation services. The project also requires coordination with utility companies.

**Margarita Recreation Center**
CITY OF TEMECULA | TEMECULA, CA

*Project Designer.* Mr. Novak is providing the design concept grading and drainage plans for the $8M design-build project that will demolish the existing facility and replace it with a new building and pool. NV5 is providing preliminary design, project management, construction management and inspection services for the project. Our team is preparing all the preliminary design functions necessary to prepare the bridging documents and the future RFP that will be used to advertise for the Design Build Team (DBT). The DBT will ultimately complete the design and construction of the project while NV5 acts as an agent for the City until project completion. Our team also will assist the City in establishing/developing its policies, procedures, and other necessary documents for all phases of the design-build process.
RESUMES

MOHAMED LAZIM, EIT
Transportation Engineer

Mr. Lazim has more than 10 years of experience as a project and design engineer on a variety of transportation and street projects for the private sector. He is an excellent communicator with staff, clients and the public, and is great working in both collaborative and independent environments. He is skilled in Microsoft Office and has extensive knowledge of AutoCAD and Civil 3D.

Project Experience

OC Streetcar Project
ORANGE COUNTY TRANSPORTATION AUTHORITY | SANTA ANA, CA
Assistant Project Engineer. Mr. Lazim is responsible for providing utility research and coordination support on this $408M project. The project will extend 4.15 miles from Garden Grove to Santa Ana. Mr. Lazim is providing daily inspection reports with photos, coordinating utility and construction permits, maintaining permit records, and assisting project liaison with stakeholders.

Knight Way Widening and Gould Avenue Improvements
CITY OF LA CANADA FLINTRIDGE | LA CANADA FLINTRIDGE, CA
Assistant Engineer. Mr. Lazim assisted in the preparation of plans, specifications and cost estimates for the infrastructure improvements, including street widening, median design, utility coordination and relocations, street lighting, traffic signing and striping. The main objectives of the project were to improve school drop-off and pick-up traffic; provide parking and pedestrian access on the south side of the street; and improve pedestrian access with a mid-block crossing and speed-calming measures. The project also includes improvements to sidewalks, curb ramps, curb and gutter, driveway reconstruction, replacement and/or restoration of existing landscaping and irrigation within the parkway, street resurfacing with ARHM, and raised median improvements. The project also required coordination with the City Arborist in order to determine the disposition of every tree within the project limits.

Jim Gilliam Park Improvements
CITY OF LOS ANGELES | LOS ANGELES, CA
Assistant Engineer. As a subconsultant to David Volz Design, Mr. Lazim assisted the team providing surveying and professional engineering design services for the Jim Gilliam Park Playground Improvements project. Services provided included: obtaining and reviewing all available information pertinent to the project, such as the existing water, sewer, and storm drain improvement plans from the City; utility agencies and/or other agencies having jurisdiction over this project to determine size and points of connection; conducting a field survey and providing design survey information as needed; preparing preliminary and final plans; managing and coordinating permit processing through the City of Los Angeles; preparation of final design improvement plans; and conducting meetings during the preliminary and final design.

ADA Improvements at Various Parks
CITY OF CORONA | CORONA, CA
Assistant Engineer. Mr. Lazim assisted the team responsible for the preparation of bid specifications, exhibits, and details for ADA improvements at various parks, including Citrus Park, Mountain Gate Park, Promenade Park, and Santana Park.
Mr. McKinley has more than 30 years of experience as a professional engineer for both large-scale capital improvement projects and small infrastructure improvement projects. He has a broad range of project experience with a focus on pipelines, pump stations, reservoirs and treatment. Mr. McKinley brings an enthusiastic approach to planning, regulatory permitting, detailed design and operations review to facilitate civil and environmental engineering projects.

Project Experience

**Well No. 27 Treatment System**
CITY OF SOUTH GATE | SOUTH GATE, CA

**Project Manager.** Mr. McKinley provided engineering design for the Well No. 27 treatment system project in accordance with California Department of Public Health requirements. The project was needed to provide adequate removal of iron, manganese and dioxane constituents occurring in the groundwater aquifer. The well produces 1,500 gpm, and all of the flow needs to be treated. Mr. McKinley evaluated the treatment process and DPH requirements for discharge of the well’s water into the distribution system and identified opportunities for blending with untreated water to reduce the size of required facilities. The concept plan and final process design included Fe/Mn removal, distribution pump, yard piping, and electrical, instrumentation, and SCADA.

**Reverse Osmosis Water Treatment Plant**
CITY OF BEVERLY HILLS | BEVERLY HILLS, CA

**Project Manager.** Mr. McKinley is leading the team responsible for serving as the City’s (Owner’s) Representative during the design-build of a pre-treatment system for the City’s existing Reverse Osmosis Water Treatment Plant. Our team is overseeing the planning, design, construction, as well as a period whereby the plant will be commissioned, tested, permitted, and City Operations Staff trained prior to project closeout.

**Non-Potable Water Main Expansion**
CITY OF SANTA MONICA | SANTA MONICA, CA

**Project Manager.** Mr. McKinley is responsible for preparation of plans, specifications, cost estimate, and oversight for the expansion of the city’s non-potable water main system at various locations citywide. The system currently consists of more than 26,000 LF of ductile iron pipe ranging in diameter from 4 inches to 12 inches. Our team is responsible for providing all PS&E including construction drawings, documents, cost estimates, survey, utility research, construction bidding support, traffic control plans, and construction phase support services for this expansion.

**Grandview Pump Station**
CITY OF GLENDALE DEPARTMENT OF WATER & POWER | GLENDALE, CA

**Project Manager.** Mr. McKinley is leading the team providing engineering services for design and construction support of the Grandview Pump Station Replacement. Our team is preparing plans, specifications and cost estimate for the removal and replacement of the existing Pump and Motor No. 2 with a new pump and motor. The main goal of the project is to increase the reliability and efficiency of the facility by replacing the 72-year-old Pump No. 2, which continues to experience failures. In addition, NV5 is coordinating with the City’s SCADA integrator to ensure all modifications during the design will be in line with the City’s control system.
DAVID MAHER, PE, QSD/QSP
Water + Wastewater Engineer

Mr. Maher has more than 14 years of experience with various capital improvement and utility projects. His qualifications include designing various water and wastewater projects, including mechanical, structural, civil elements utilizing CAD software, and project coordination. He has both design and construction management experience with projects, such as sewage treatment plants that included several types of buildings like above-ground and underground concrete tanks, precast concrete manholes, retaining walls, administration buildings, and tankers discharge facilities. He has extensive real-world knowledge in the fields of construction superintendent experience, project cost control, subcontracts management, scheduling and cost estimation, plan checking, and permit coordination.

Project Experience

Leahy Avenue Well Drilling and Equipping
BELLEFLOWER SOMERSET MUTUAL WATER COMPANY | BELLEFLOWER, CA
Project Manager. Mr. Maher is managing our team’s civil and mechanical engineering design and technical specifications for the abandonment of an existing well and equipping of a new high-capacity groundwater well, located on BSMWC’s property at 14740 Leahy Avenue. The well equipping design is coordinated with the new well drilling and pump test data provided by Geoscience Services.

Rockfield Zone 4 to 3 Automated Valve
IRVINE RANCH WATER DISTRICT | LAKE FOREST, CA
Project Engineer. Mr. Maher assisted with the preparation of plans, specifications and cost estimate for the Rockfield Zone 4 to 3 Automated Valve project. It will install a new automated valve and a flow meter in the existing vault. NV5 evaluated alternatives and recommended the valve type to be used. The new valve will maintain a flow rate set point received through SCADA from Lake Forest Zone 4 (640 HGL) to IRWD Zone 3 (470 HGL).

Equipping Well No. 240 / Well No. 205 Replacement
RANCHO CALIFORNIA WATER DISTRICT | TEMECULA, CA
Project Engineer. The project included demolition of existing Well No. 205, site plan and equipping for new Well No. 240 facilities. Design elements for the 1,800-gpm vertical turbine wellhead included pump and motor pedestal; on-site sodium hypochlorite generation (OSG) system; MCC; electrical design and power coordination with SCE; 12-inch CML&C discharge piping, and a 6-inch pump to waste and high-pressure control piping; wellhead product water lubrication system; and chemical feed line and connections.

The Chromium-6 Mitigation
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT | PHELAN, CA
Project Engineer. The project included four wellhead facilities, two booster pump stations, 12 miles of transition main pipeline, and 3-mg blending tanks. The project also included the design of the site plan for new facilities (wellhead facilities, discharge pipeline, booster pump station,awning structure, chlorine unit and connections, MCC and electrical facilities); demo of existing facilities plan; electrical and structural design coordination; 12-inch, 8-inch and 4-inch CML&C steel discharge piping; connection between wells discharge piping and the transition pipeline, chemical feed line, and connections; engineered blending tanks; electrical and structural design coordination; and yard piping, including connection between existing wells and the transition pipeline.
Khanh Nguyen, EIT
Water + Wastewater Engineer

Mr. Nguyen has more than 17 years of project engineering and management experience in water, wastewater and civil engineering. As a staff engineer, his work includes preparing construction design reports, engineering plans and specifications for water and recycled water pipelines design, street and storm drain planning and design, grading and earthwork calculation using AutoCAD Civil 3D, reservoir rehabilitations, pump facilities, hydraulic analysis, and water and wastewater facilities planning. His pipeline design projects include pipeline alignments and profiles for domestic water, reclaimed water and sewer lines. The projects encompass designs for PVC, ductile iron and CML&C steel pipe ranging from 6 inches to 60 inches diameter. Other duties include proficiency in AutoCAD Civil 3D with national layering system, shop drawing reviews, plan checking, assistance with construction phase services, water modeling, cost estimates, and construction site review.

Project Experience

Grandview Pump Station No. 4
CITY OF GLENDALE DEPARTMENT OF WATER & POWER | GLENDALE, CA
Design Engineer. Mr. Nguyen is assisting in providing engineering services for design and construction support of the Grandview Pump Station pumping unit replacement and corresponding Electrical and Mechanical System Improvements. Our team is preparing plans, specifications and cost estimate for the removal and replacement of the existing Pump and Motor No. 2 with a new pump and motor. Grandview Pump Station is more than 70 years old and pumps about 25 percent of the City’s water supply. The main goal of the project is to increase the reliability and efficiency of the facility by replacing the 72-year-old Pump No. 2, which continues to experience failures. In addition, NV5 is coordinating with the City’s SCADA integrator to ensure all modifications during the design will be in line with the City’s control system.

Corryne and Slauson Area Main Replacements and Abandonment
GOLDEN STATE WATER COMPANY | CULVER CITY, CA
Design Engineer. Mr. Nguyen designed/drafted plans for the replacing and abandoning of 1,600 LF of undersized and old 4-inch, 6-inch, and 10-inch cast iron water mains with 8-inch and 12-inch PVC in the public right of way (ROW). The purpose of this project is to improve water quality, increase fire flows, reduce maintenance costs, and improve system reliability within the GSWC service area. This project is set to be constructed in five sequences.

Well Drilling and Equipping of Leahy Avenue Well
BELLFLOWER SOMERSET MUTUAL WATER COMPANY
Design Engineer. Mr. Nguyen designed/drafted plans for the abandonment of an existing well, and drilling and equipping of a new high-capacity groundwater well, located on BSMWC’s property at 14740 Leahy Avenue. The property is in a residential neighborhood with existing houses on the north, south and east sides of the lot. There is an existing 6-foot-high block wall surrounding the property. The project will result in a fully functional and reliable water well capable of producing sustained yields of high-quality water for domestic use.

CONTACT INFO
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949.585.0477

EXPERIENCE
17 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer-in-Training (CA)
RESUMES

CONTAECT INFO
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949.585.0477

EXPERIENCE
4 years

EDUCATION
M.S. Civil Engineering
B.S. Civil Engineering

LICENSES
Engineer-in-training (CA)
No. 152200
NCEES Principles and
Practice of Engineering
(PE) Civil: Water Resources
and Environmental
BSPELSG Civil Examination
Engineering Surveying (CA)

VANESSA PANETO, EIT
Water + Wastewater Engineer

Ms. Paneto has more than four years of experience working on various civil engineering projects in Orange, San Bernardino, Riverside, and Los Angeles counties, including several small- and large- scale water/wastewater capital improvement projects. She is proficient in AutoCAD and preparing hydrology, WQMP/LID, and SWPPP reports. Her professional and dedicated civil engineering experience stems from increasingly responsible positions within public agencies, including the City of San Juan Capistrano.

Project Experience

PCH Water Main Replacement
CITY OF LOMITA | LOMITA, CA
Assistant Engineer. Ms. Paneto’s responsibilities include plans and specifications for the design of the PCH water main replacement project from Narbonne Avenue to Eshelman Avenue. This project consists of replacing the existing dual 6-inch water mains and includes the installation of fire hydrants, service laterals, valves, blow-offs, air release valves, and other associated water appurtenances.

Palm Avenue Infrastructure Improvements
CITY OF WHITTIER | WHITTIER, CA
Associate Engineer. Ms. Paneto assisted in developing plans, specifications and estimates for replacement of an existing 85-year-old 6-inch water main, 8-inch sewer main with 8-inch SDR-35 sewer main and street reconstruction along Palm Avenue between Whittier Boulevard and Beverly Boulevard. This reach will replace approximately 5,000 LF of pipeline and street pavement.

Rockfield Zone 4 to 3 Automated Valve Project
IRVINE RANCH WATER DISTRICT | IRVINE, CA
Assistant Engineer. Ms. Paneto’s responsibilities include preparation of plans, specifications and cost estimates for this project. The project includes removal of existing 10-inch D.I. spool inside the existing vault in Rockfield Boulevard between Centre Drive and Revson and replacing it with a new automated valve and flow meter.

Azusa Avenue Lift Station
CITY OF WEST COVINA | WEST COVINA, CA
Assistant Engineer. Ms. Paneto assisted in drafting plans for this project. Our team is currently providing design engineering services for the the Azusa Sewer Lift Station project. The project includes upgrading existing sewer pumps, equipment, controls, conduits wiring and appurtenances; storage capacity to provide backup emergency power in the event of power outages to mitigate risk of sewer system overflow, and SCADA monitoring that will provide feedback of pump disposition fluid levels, air system, alarms and additional information.

184th Street and Bailey Drive Storm Drain
CITY OF TORRANCE | TORRANCE, CA
Assistant Engineer. Ms. Paneto helped prepare plans for this project that included the analysis, survey, and utility coordination, as well as the preparation of plans, specifications and estimates for the construction of a storm drain within 184th Street from Prairie Avenue to Bailey Drive and within Bailey Drive from 184th Street to 185th Street in order to alleviate the local ponding/flooding in the area.
NHAN LY
Water + Wastewater Engineer

Mr. Ly has more than five years of experience working on various civil/electrical engineering projects throughout California. His professional experience includes preparing construction plans, design services, and cost estimates for various projects. He is proficient in AutoCAD, MicroStations, GIS, Ed Web Viewer, FAA, FFE/EES, SAP, Osmose O-Calc, JPA, and ProjectWise technical software. Mr. Ly is also fluent in Vietnamese and possesses strong management and leadership skills.

Project Experience

Abalone Cove Lift Station Improvements
CITY OF RANCHO PALOS VERDES | RANCHO PALOS VERDES, CA
Assistant Engineer. Mr. Ly is assisting the team providing engineering design services for the Abalone Cove Sewer System Improvements project. The sewer includes four lift stations. The two larger lift stations (Sweetbay/Altimira and Abalone Cove) have been converted to allow the use of 3-phase electrical power for the duplex 10-HP pumps and the two smaller lift stations (Thyme and Sweetbay East) currently operate using the originally installed electrical system, which provides single-phase power to the duplex 7½-HP pumps. Improvements will include improving the condition and capacity needs of the four lift stations. Our team is responsible for providing all plans, specifications, and estimates including lift station mechanical and electrical upgrades and details, SCADA alarm notification equipment detection, construction schedule, engineers estimate of probable cost and plan review meetings after each submittal.

Grandview Pump Station
GLENDALE WATER & POWER | GLENDALE, CA
Assistant Engineer. Mr. Ly is assisting in the preparation of plans, specifications and cost estimates for the Grandview Pump Station No. 4 pumping unit replacement and corresponding Electrical and Mechanical System Improvements. Scope of services includes: pump and motor design; 2400VAC electrical and equipment design; controls, instrumentation, and SCADA design; piping and valve design; civil, structural and miscellaneous design; site visits; coordination with the City; and construction support services. Deliverables will include: hydraulic analysis; design drawings; technical specifications; construction cost and duration estimate; final design submittal; and as-built drawings.

Walnut Street Water Main Replacement and Street Rehabilitation
CITY OF LOMITA | LOMITA, CA
Assistant Engineer. Mr. Ly is assisting the team providing engineering design services for the Walnut Street Water Main Replacement and Street Rehabilitation. The objective of the project is to replace and upsize 1,800-LF of aging water main, and to rehab Walnut street within the water main replacement project limit that include design of ADA curb ramps.

Leahy Avenue Well Drilling and Equipping
BELLFLOWER SOMERSET MUTUAL WATER COMPANY | BELLFLOWER, CA
Assistant Engineer. Mr. Ly is assisting in the preparation of plans, specifications and cost estimates for the abandonment of an existing well and equipping of a new high-capacity groundwater well located on BSMWC’s property at 14740 Leahy Avenue. The well equipping design is coordinated with the new well drilling and pump test data provided by Geoscience Services.
Mr. Abcarius has been a civil engineer in California since 1983 and has spent five of his 10 years as a vice president at his previous employment and 10 years with Caltrans’ Office of Structures Design. He is a career bridge engineer and an expert in California bridge design practices for both the design of new and replacement structures as well as the design of bridge retrofit repairs and rehabilitations. Mr. Abcarius has extensive experience performing QA/QC on structural projects. He has provided these types of design services for numerous bridge projects including those funded under the Federal Highway Bridge Program (HBP). His technical experience covers all aspects of the field from planning to final design, to construction inspection and support services. Mr. Abcarius is highly experienced in leading multi-disciplinary design teams on public works transportation projects.

**Project Experience**

**Halcourt Avenue Pedestrian Overcrossing**
LOS ANGELES COUNTY, CA
Design Engineer for a 275-foot-long structure with intermediate level switch-back platforms complying with ADA requirements.

**Caltrans Seismic Retrofit Project No. 192**
LOS ANGELES COUNTY, CA
Project Engineer for seismic analysis and retrofit design of nine bridges along Routes 1, 27 and 103. Performed independent check on one of the nine bridges, conducted the strategy meeting held in Sacramento, provided design supervision, and was responsible for the delivery of the plans, specifications and estimate package.

**Pedestrian/Bicycle Bridge Over Santa Gertrudis Creek**
CITY OF TEMECULA | TEMECULA, CA
Project Manager responsible for the preparation of preliminary studies and final plans, specifications and estimate for the construction of a new pedestrian and bicycle bridge over Santa Gertrudis Creek, as well as a new ramp connecting Margarita Road to the bridge. This project connects the community along Margarita Road to Chaparral High School along SR-79 North, and provides safe access to children as well as a connection between the existing trails along each side of the creek. To avoid compromising the integrity and natural setting of the Santa Gertrudis Creek, the City and the consultant team agreed on a prefabricated steel truss bridge approximately 154 feet long with no intermediate supports.

**Quarry Road Bridge Replacement At Spring Valley Creek**
COUNTY OF SAN DIEGO | SAN DIEGO, CA
Project Manager responsible for the delivery of plans, specifications and estimate associated with this HBP-funded bridge project. The design consists of replacing an existing low-flow crossing with an all-weather bridge. Jack led a multi-disciplinary team in the preparation of a dewatering study, the geotechnical design report for the approach roadway, the Structure Foundation Report for the bridge, the Hydrology, Hydraulics and Scour Report, the Bridge Type Selection Report, the Storm Water Management Plan, the Technical Specifications, as well as the CLOMR and LOMR. Full Caltrans review and oversight is required on this project. The project is currently in the 65% Design Phase.
RUSSELL NYGAARD, PE
Structural Engineer

Mr. Nygaard has a successful 30-year career leading structures and public works projects in both private firms and public agencies. This background has provided a comprehensive understanding of all aspects and phases of bridge, building, and civil projects. From planning, environmental, and permitting phases, to right-of-way and utility concerns, through design, construction, and long-term maintenance, Mr. Nygaard has led projects of all sizes. He has exceptional experience with public outreach and reporting to local and state boards and funding agencies. His project experience includes bridges, buildings, pedestrian and bike facilities, roadways and highways, park facilities, retaining and underground structures, waterfront improvements and offshore structures.

Project Experience

SR 125 South Bay Expressway Toll Road
CHULA VISTA/BONITA/EASTLAKE/OTAY MESA, CA
(A) Project Officer and Structures Construction QA/QC Manager coordinating with Caltrans, Washington Group Contractors, and roadway design member, Parsons Brinkerhoff. Dealt with construction issues for structures to maintain project schedule.
(B) Design-Build Structures Manager responsible for structures design for new public/private financed 10-mile expressway as part of design joint venture.

Blairs Lane Bridge Replacement
CITY OF PLACERVILLE
Structures Representative for the City during the construction of the bridge replacement over Hangtown Creek. The single span, precast, post-tensioned voided slab bridge replaced an aging, functionally obsolete crossing and supported many City utilities. Submittal reviews and approvals included falsework plans, bridge removal plans for the existing bridge, concrete mix designs, post-tensioning plans, etc.

Park Drive Pedestrian Overcrossing
CITY OF ROCKLIN | PULTE HOMES
Project Manager, Project Engineer, and Structures Representative. Duties included response to RFIs, Change Orders, on-site inspections, coordination.

East Area Specific Plan - Structures
CITY OF FOLSOM
Project Engineer responsible for a variety of structures for the development of new specific plan. Structures included retaining walls, sound walls, underground sewer and stormwater structures, including pump stations, drop inlets, and pig vaults, box culverts, and streetlight and signal foundations. Larger structures included entry feature structures and a 5-tiered MSE retaining wall for a park.

SR 28 Safety Improvements Project
TAHOE TRANSPORTATION DISTRICT
Project Manager and Implementing Agency Oversight for the Corridor Management Plan to improve safety on Nevada State Route by eliminating parking on side of highway, along with pedestrian and family bike use. This was done by expanding parking facilities throughout the corridor, adding a mixed-use path and interconnecting the recreation facilities. Duties include design review and construction oversight as agency engineer. Also maintained budget controls as the key funding agency through several grants.
Mr. Dagley is a senior Engineer in NV5’s structural group with over 9 years of structural design and construction management experience. He is well-versed in providing construction management, performing inspections (both during and post-construction), structural calculations of new and existing buildings to determine code-prescribed forces or as-built capacity. He is adept in preparing constructability reviews and reports, analysis of construction costs from changed conditions, draft change orders, and claims disposition recommendations. He is skilled in preparing construction documents, cost estimates, proposals, scopes of work, and has performed QA/QC reviews of plans (internal and third party) to identify potential conflicts that may arise.

**Project Experience**

**El Centro Wastewater Treatment Plant**
CITY OF EL CENTRO

*Project Structural Engineer.* Mr. Dagley performed structural analysis, which included considering wind and seismic forces, in the retrofitting of an existing blower building. The retrofit was necessary, as the new pumps that were being installed would not fit through the existing roll-up doors, the roof trusses were removed, a new cripple wall was installed on top of existing stud wall, and new roof trusses were installed. As part of the retrofit, the building needed to be brought to code compliance with regard to seismic loading. This included installing new wood shear walls and metal “hold downs” to resist uplift forces from wind/seismic forces.

**Carlsbad Desalination Project**
SDG&E

*Structural EOR/RE.* Mr. Dagley acted as EOR for design of structural components that supported conduits containing cables for four 12kV circuits that were brought from the Cannon Substation to the Carlsbad Desalination Plant. During construction activities, Mr. Dagley served as Construction Manager/Resident Engineer. Daily activities included interfacing with Poseidon/Kiewit crews and SDG&E crews and coordinating various construction activities.

**Picacho Road Bridge Deck Repair**
COUNTY OF IMPERIAL | WINTERHAVEN, CA

*Lead Project Engineer.* Mr. Dagley performed site inspections in order to ascertain as-built conditions of bridge and to determine existing structural state. During site inspections, it was determined that the bridge deck needed to be replaced due to excessive deflections of deck at edges, which caused a serious safety risk for collapse or failure. Performed structural design of replacement deck with minimal impact to canal over which the bridge crosses.

**711-3 Reservoir Tension Tower Structural Connection**
OTAY WATER DISTRICT | SPRING VALLEY, CA

*Lead Project Engineer.* Design a reservoir floating cover tension tower connection to existing concrete ring wall. Provide structural analysis of existing cover and perform structural calculations to determine the required embedment of concrete anchors needed to support new tension tower structures. The repair included providing connections to existing concrete wall without damaging existing pavement at asphalt perimeter road.
C. DANIEL SUN, PE
Structural Engineer

Daniel is a senior bridge engineer for NV5’s San Diego office. He has over 34 years of experience proving structural engineering services for a variety of projects throughout the Southwest. Daniel is a career bridge engineer and an expert in California bridge design practices for both the design of new and replacement structures as well as the design of bridge retrofit repairs and rehabilitations. Daniel has extensive experience performing QA/QC on structural projects. His technical experience covers all aspects of the field from planning to final design, to construction inspection and support.

Project Experience

**Dogwood Bridge over Central Main Canal**
COUNTY OF IMPERIAL

*Project Engineer* for the evaluation of an existing bridge which appears to have settled approximately 2’ over the last 20 years. The evaluation addressed the feasibility of salvaging and retrofitting the bridge versus a complete replacement. The evaluation culminated with a letter report addressing the different options with all the associated approach roadway work, and provide the most suitable recommendation with clear justification for its implementation. NV5 also addressed the estimated construction cost for each alternative studied, and is currently providing the 100% plans, specifications and estimate for a complete replacement of the existing bridge.

**Bradley Road Bridge over Salt Creek**
CITY OF MENIFEE

*Project Engineer* for the design and construction documents for this project to improve Bradley Road between Rio Vista Drive and Potomac Drive within the City of Menifee. This improvement consists of providing an all-weather crossing at Salt Creek in lieu of the existing two-pipe culvert.

**I-5 Freeway Widening**
CALTRANS | ORANGE COUNTY

*Project Engineer* for the design of a six-span, post-tensioned-concrete box-girder bridge carrying Interstate 5 over Grand Avenue. Performed preliminary design of a through steel girder railroad bridge (Southern Pacific) and a concrete pedestrian bridge over Interstate 5.

**Seismic Retrofit Upgrades to Existing Bridges**
CALTRANS

*Design Engineer* for the analysis and retrofit of existing state highway and local agency bridges. Representative projects include:

- State Route 101: Henderson Railroad Underpass
- Interstate 880: Tennyson Road Overcrossing
- State Route 84: Willow Road Separation
- State Route 114: Five-Points Separation
- Interstate 280: Alemany Boulevard Overcrossing (West)
CHRISTOPHER KRIER, PE
Structural Engineer

Chris Krier is a Senior Engineer in NV5’s structural group, having 14 years of structural design and construction management experience. He provides structural design and construction management, performing inspections (both during and post-construction) and structural calculations for new structures, foundations, and walls to determine capacity of the built condition. Chris specializes in design of CIP reinforced concrete, PS/PC concrete, post-tensioned concrete, and structural steel, CMU, and timber structures.

Project Experience

Melrose Drive Extension
CITY OF OCEANSIDE
Mr. Krier provided full PS&E for a 155’ long simple-span cast-in-place, prestressed concrete Box girder bridge using the newly adopted Load and Resistance Factor Design (LRFD) methodology.

East Highline Canal Bridge
IMPERIAL COUNTY
Mr. Krier provided design and construction support services for an emergency abutment and approach slab repair on an existing bridge over the East Highline Canal.

Southwestern College Sign Foundations & Attachments Project
CITY OF SAN DIEGO
Mr. Krier provided PS&E for roughly two-dozen foundations and hardware attachments for building signage. Foundations and attachments consisted of CIP spread footing foundations, CIDH piles, and post-installed anchor bolt hardware for concrete and timber applications.

Mission Control Retaining Wall and Foundation
CITY OF SAN DIEGO
Mr. Krier designed a 50’ long x 5’ tall retaining wall and changeable message sign foundation.

Flinn Springs Pedestrian Bridge
SAN DIEGO COUNTY
Mr. Krier designed cast-in-place seat-type abutments for a proposed prefabricated steel pedestrian/equestrian bridge in Lakeside. The bridge was needed to cross Flinn Springs creek and connect the trail on either side.

Commercial Complex Building Inspection
CITY OF RIVERSIDE
Mr. Krier prepared a structural assessment report for an existing two-story masonry building on a cast-in-place slab foundation.
PETE GOLDING, PLS
Survey, Mapping, ROW & Field Reviews

Mr. Golding brings 45 years of experience that includes a wide variety of projects in both land development and public works projects. He has completed surveying projects in California, Nevada and Wisconsin, and his expertise includes hundreds of boundary retracements, many involving the Public Land Survey System, GPS surveying, map and ALTA production, and construction surveying. He has extensive office and field experience supporting his clients. He has prepared hundreds of plats and legal descriptions. He has prepared and been in responsible charge of many Parcel Maps, Final Maps and Records of Survey. He also has performed many topographic surveys by photogrammetric methods, as well as by field collection methods.

Project Experience

**Beverly Hills Water Treatment Plant**
CITY OF BEVERLY HILLS | BEVERLY HILLS, CA
Survey Manager. Mr. Golding was responsible for providing a detailed topographic survey of two blocks of City streets. A photogrammetric survey was performed, then augmented with field shots using GPS, a conventional total station and a survey level. Driveways and other private improvements were critical components of this survey. Boundary surveying also was performed in order to accurately determine the right-of-way limits of the street.

**Citrus Avenue Street Improvements**
CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA
Survey Manager. Mr. Golding was responsible for providing a detailed topographic survey of two blocks of City streets. A photogrammetric survey was performed, then augmented with field shots using GPS, a conventional total station, and a survey level. Driveways and other private improvements were critical components of this survey. Boundary surveying also was performed in order to accurately determine the right-of-way limits of the street.

**MacKinnon Avenue Improvements**
CITY OF ENCINITAS | ENCINITAS, CA
Survey Manager. Mr. Golding provided a detailed topographic survey of streets in the vicinity of a vehicular bridge over I-5. The survey was a combination of data derived using GPS equipment, as well as a conventional total station. Boundary surveying was performed in order to accurately determine the right-of-way limits of the street. Survey boundary monuments were destroyed (obliterated, not lost) during the construction of the project and were subsequently replaced. He was also responsible for the construction staking of the new improvements.

**Montgomery Avenue Street Improvements**
CITY OF ENCINITAS | ENCINITAS, CA
Survey Manager. Mr. Golding provided a detailed topographic survey of portions of three city streets in support of an engineering project to provide plans for street improvements. The survey was done conventionally (on the ground) and included locating existing improvements and street rights-of-way. Construction staking also was provided. A survey monument was destroyed (obliterated) and replaced, after which a Corner Record was prepared and submitted to the County Surveyor.
JAMES NICOLAU IV, PLS
Survey, Mapping, ROW & Field Reviews

Mr. Nicolau is experienced in performing survey, mapping and design projects, including planimetric and topographic surveys, boundary and right-of-way mapping, land descriptions, and deed analysis. His experience includes design and as-built, architectural, utility, topographic, subdivision mapping, and right-of-way surveys. Being a second generation surveyor in Southern California with 14 years of Land Surveying, Project Management and Real Estate expertise in both the private and public sectors has given him the opportunity to be involved in some of San Diego’s highest-profile projects, including Petco Park, San Diego County Administration’s Waterfront Park, San Diego Gas & Electric’s joint venture with the Gas Company on the Pipeline Safety Enhancement Plan (PSEP), and Scripps Hospitals’ Proton Therapy Center, among many others.

Project Experience

As-Needed Survey Services
CITY OF CORONADO | CORONADO, CA
Team Leader for a variety of as-needed surveying and engineering services provided to the City of Coronado. Services have included easement document reviews, preparation of plats and legal description for a new easement, final and parcel map reviews, topographic survey, right-of-way surveys, construction staking, preparation of final construction documents, and ADA compliance upgrades.

Carlsbad Coastal Corridor Surveying Services
CITY OF CARLSBAD | CARLSBAD, CA
Project Surveyor. Mr. Nicolau provided professional surveying and mapping services for the preparation of base mapping existing conditions and visualization exhibits to support the final design of four roadway, beach access and coastal improvement projects along Carlsbad Boulevard and Ocean Street. The work included topographic mapping, digital orthophotography, right-of-way mapping, and visualization exhibits. Aerial photogrammetry provided overall topographic base mapping for the corridor, supplemented with conventional topographic data collection for utility locations and specific details. Mobile Terrestrial LiDAR was used to collect high-density point cloud data and imagery. Historical records research was conducted with field surveying to establish existing rights-of-way and the boundaries for State Park Lands and the Mean High Water Line for the limits of the State Lands Commission jurisdictional oversight.

Highway 101 Westside Improvements
CITY OF SOLANA | SOLANA BEACH, CA
Project Surveyor. Mr. Nicolau served as Project Surveyor on a prime consultant team to prepare and process a plan for traffic calming and streetscape improvements on Highway 101 throughout the City limits. The project’s design principle was to incorporate traffic calming but keep efficient traffic flow. Several project options were developed, including various concepts of roundabouts, lane reductions, bicycle striping, signalization and traffic-calming measures, all analyzed for traffic impacts, effect of bypass traffic and brought to the community and City Council for review and discussion. After approval of the project design by the community, City Council, and the Coastal Commission, construction documents were prepared. The final design consisted of an effective traffic-calming project embraced by the community, including a widened sidewalk area to promote walkability and street-front business uses; and angular parking to increase the overall amount of parking.
RESUMES

CONTACT INFO
thomas.acuna@nv5.com

EXPERIENCE
35 years

EDUCATION
B.A. Business Administration

REGISTRATIONS
American Institute of Certified Planners License No. 016829
Hazardous Materials & Site Assessment Certification
Certified Environmental Surveyor SDG&E

N V 5

THOMAS ACUÑA, AICP
Environmental

Mr. Abcarius directs the efforts of NV5’s Environmental Group performing regulatory guidance, agency interface, and production of environmental documents for transportation and energy projects. He has over 35 years’ experience obtaining local, state, and federal environmental approvals. The primary focus of his work has been to provide environmental management, regulatory strategies, and approvals for capital projects involving various utility projects. Key duties included production of CEQA/NEPA documents, Coastal Development Permits, state and federal agency consultations, Bureau of Land Management approvals, CPUC permitting, and Natural Communities Conservation Plan administration.

Project Experience

Playa Del Rey Oil Pump Replacement
SOUTHERN CALIFORNIA GAS COMPANY | LOS ANGELES, CA
Mr. Abcarius obtained California Coastal Commission exemption for replacement of well equipment located in a sensitive resource area known as Ballona Wetlands. The Commission originally felt formal permit was necessary, but changed to an exemption based on preparation of an application that included elements supporting exemption requirements.

Ocotillo Sol Solar Project
BUREAU OF LAND MANAGEMENT | IMPERIAL COUNTY, CA
Mr. Abcarius’s team prepared a NEPA Environmental Impact Statement and received a Record of Decision to grant a solar energy right-of-way for 100 acres to SDG&E. Assessment included an Environmental assessment to evaluate impacts to the flat-tailed horned lizard. Mr. Abcarius negotiated measures to replace its habitat.

Chino Hills Access Plan For Gas Transmission Lines
SOUTHERN CALIFORNIA GAS COMPANY | YORBA LINDA, CA
Mr. Abcarius worked with Chino Hills State Park to resolve their desires to limit access to gas transmission roads and infrastructure. Highlighted existing right of way, demonstrated California Environmental Quality Act compliance measures, developed agreeable measures for notification prior to entering Park, prepared written plan, and assisted Southern California Gas with implementation.

Laguna Niguel 138Kv Underground Conversion
SOUTHERN CALIFORNIA GAS COMPANY | LAGUNA NIGUEL, CA
Mr. Abcarius worked with his team to analyze the proposed conversion of an overhead 138kV transmission line to underground. A CEQA checklist was prepared to determine whether the project could qualify for a CPUC 131d exemption. The project met CPUC requirements and was approved using the Advice Letter process in 2012.

Mountain Empire Major Use Permit
COUNTY OF SAN DIEGO | SAN DIEGO, CA
Mr. Abcarius worked with this team obtain Major Use Permit from the County of San Diego to allow a heavy equipment training facility. Key CEQA issues were visual and noise impacts. At this direction, Mr. Abcarius conducted a CEQA initial study and employed measures so that the project qualified for a Mitigated Negative Declaration.
HILARY R. BRINEGAR  
Environmental

Ms. Brinegar is an environmental project manager at NV5. She has a proven track record for the successful completion of environmental studies leading to authorizations for projects. She has a strong background in water systems planning and design in the southwest. She supports water/wastewater, water/wastewater, electric and gas utility, renewable energy, and other infrastructure projects requiring compliance with NEPA, CEQA and other state and local environmental regulations. She is intimately familiar with state and federal agency requirements and processes. Duties involve land planning, developing and implementing permitting strategies, preparing permit applications, coordinating technical field studies, writing environmental documents and feasibility studies, QA/QC and program development. She has authored numerous environmental evaluations and alternatives analyses. In addition, she can provide full-service community relations support, prepare and implement successful public involvement strategies and is skilled at engaging and obtaining meaningful input from stakeholders and the community.

Project Experience

Lack Road Bridge over New River — Bridge Replacement Project  
IMPERIAL COUNTY | IMPERIAL COUNTY, CA

Environmental Project Manager for environmental services team tasked with bridge design over New River. Localized issues include endangered species and water quality. Ms. Brinegar oversaw technical field studies, regulatory permitting and environmental documentation in compliance with California Environmental Quality Act (CEQA). She conducts QA/QC on environmental deliverables and provides guidance on pathway toward compliance.

Peralta Sewer Pipeline Project  
TOWN OF PERALTA | VALENCIA COUNTY, NM

Environmental Specialist responsible for environmental documentation and agency coordination for an 8.7-mile sewerline construction project which was a phase of connecting Town of Peralta wastewater flows to the neighboring Bosque Farms WWTP. This project eliminated the need for domestic wells and provided long-term groundwater protection within a shallow riverine environment. Ms. Brinegar prepared the Environmental Information Document, coordinated technical studies, provided all preparations for a public hearing and provided responses to all comments, resulting in a Finding of No Significant Impact (FONSI).

Los Lunas WWTP Effluent Line Construction Project  
VILLAGE OF LOS LUNAS | VALENCIA COUNTY, NM

Environmental Project Manager. Ms. Brinegar served as environmental project manager for a new effluent discharge line from the Los Lunas WWTP into the Rio Grande. This project expanded WWTP capacity to meet the needs for a growing population. She coordinated field studies and conducted agency consultations. Localized issues included endangered species and habitat and permitting. Ms. Brinegar prepared the Environmental Information Document, provided all preparations for a public hearing and provided responses to all comments, resulting in a FONSI.
RESUMES

REBECCA COLE
Community Outreach

Ms. Cole manages public affairs and community relations programs for infrastructure improvement programs and has developed and implemented award-winning public affairs programs for local governmental agencies that span Southern California. She has collaborated with elected officials, media representatives and civic groups throughout the region on important project milestones using a range of proven communication tactics. Ms. Cole has won numerous awards from the Public Relations Society of America, including the coveted Silver Anvil Award for best public communication program.

Project Experience

Community Relations for CIP Projects
CITY OF SAN DIEGO | SAN DIEGO, CA

Off-site Community Relations Manager. Ms. Cole served as the off-site community relations manager in charge of various projects under the City’s nearly $1B CIP to improve or repair aging infrastructure such as pipelines, reservoirs and pump stations. Responsibilities included launching the CIP department’s speakers’ bureau program, drafting informational materials, briefing elected officials and media representatives, and managing various special events to commemorate the start and completion of key projects.

Water Conservation and Rate Increase
CARLSBAD MUNICIPAL WATER DISTRICT | CARLSBAD, CA

Project Supervisor. Ms. Cole oversaw community relations for the City of Carlsbad outreach efforts to support successful implementation of mandatory water use restrictions and approval of increased water rates and a new water rate structure. Ms. Cole managed production of information materials, website updates, media materials, and bill inserts to communicate important updates to customers.

Advanced Water Treatment Project
PADRE DAM MUNICIPAL WATER DISTRICT

Public Relations Manager. Ms. Cole led the public outreach team in its effort to build support for Padre Dam’s Advanced Water Purification Project, an innovative water recycling and groundwater recharge project. She managed the project’s successful groundbreaking and dedication events that highlighted the project’s purpose and need and garnered supporters for the project.

Infrastructure Communications
WATER UTILITIES DEPARTMENT | OCEANSIDE, CA

Public Relations Manager. The City of Oceanside is working steadily to improve its aging water infrastructure in neighborhoods throughout the City. Ms. Cole is managing community relations services on a variety of pipeline and infrastructure projects that support the City’s infrastructure improvement projects. They include water and sewer pipeline replacement projects in various neighborhoods, desalination testing at the Oceanside Harbor, and reservoir rehabilitation in a dense neighborhood.
Ms. Dow is a communications specialist with 20 years of experience in public outreach, public affairs and media relations. In January 2014, she was listed as one of nine “People to Watch in 2014” by the San Diego Union Tribune Business section featuring her work with tech startups and focus on helping to modernize government agencies. Ms. Dow is well-versed in the use of technology to maximize outreach and manage results-driven programs. Her current responsibilities with NV5 and various municipalities throughout California include the development of communications strategy and programs, public outreach and engagement, message and collateral development, events management, media relations and incorporation of digital/social media technology.

**Project Experience**

**Public Outreach Plan**  
CITY OF LAGUNA HILLS AND CITY OF RANCHO SANTA MARGARITA | ORANGE COUNTY, CA  
Ms. Dow developed and assisted in the implementation of public outreach plans for adoption of e-Government processes and software by staff and public users. These efforts increased the adoption of online permitting applications, online class registration, and a facility reservation software and citizen request management system. Also developed and placed articles to support outreach efforts.

**Water Conservation Public Outreach**  
VALLECITOS WATER DISTRICT | SAN MARCOS, CA  
Ms. Dow assists with ongoing, as-needed public education and outreach activities including materials development, translation services, social media and website/wiki development and general public relations and marketing efforts.

**Water Utilities Department Communications Support**  
CITY OF OCEANSIDE | OCEANSIDE, CA  
Ms. Dow worked with the team to develop a communications plan and strategies for rebranding the Utilities Department and environmental programs, which extends into assisting with rebranding and logo development for the entire City. Developed the GreenOceanside mobile app and Myers Tait mobile landing page to engage the public in a more modern and effective manner. Assisted with improving the presentation of the City’s Water Quality Report by developing a community calendar and resource guides. Also currently provides event management and public outreach services for pump station and pipeline construction projects.

**City of Carlsbad Communications**  
CITY OF CARLSBAD | CARLSBAD, CA  
Ms. Dow supported the City communications director and multiple departments with the development of outreach plans, message development, events management, material development, and public and media relations. The primary focus was on special projects such as incorporating digital tech/social media, and developing the communications plan to launch the City-supported biotech incubator.
TIMOTHY SLEGERS, PE
Geotechnical Engineer

Mr. Slegers has over 25 years of experience in geotechnical engineering and materials testing. His testing and inspection experience includes management of projects of all sizes and a variety of services. He is experienced in geotechnical field testing, including compaction testing, observation of engineered fill, trench and wall backfill, pavement, and foundation excavations. Mr. Slegers has observed ground improvement methods such as stone columns, geopiers, and mechanical stabilization using geogrid and/or aggregate.

Project Experience

As-Needed Geotechnical Engineering and Materials Testing and Inspection Services
LOS ANGELES COUNTY, CA
Mr. Slegers served as Project Manager in charge of a three-year contract to provide geotechnical engineering and materials testing and inspection services for various projects for the County of Los Angeles.

Baldwin Avenue Grade Separation, Alameda Corridor East
CITY OF EL MONTE | EL MONTE, CA
Mr. Slegers provided project management for geotechnical and materials testing for a grade separation at a high-traffic intersection and railroad bridge. The project included construction of retaining walls, concrete, soil compaction, and Portland cement concrete pavement.

As-Needed Materials Testing and Inspection
CITY OF HUNTINGTON BEACH | HUNTING BEACH, CA
Mr. Slegers provided project management and engineering review as contract manager for a multiyear agreement to provide materials testing and special inspection for a variety of public works projects in the City of Huntington Beach. Services included observation and testing of street improvements consisting of asphalt concrete reconstruction or replacement and asphalt overlays. Inspection staff observed and tested full-depth reclamation of several city streets. Projects also include the reconstruction and expansion of the City Utility Yard, which included construction of three new buildings and renovation of a fourth.

Getty Center Maintenance Building
CITY OF LOS ANGELES | LOS ANGELES, CA
Mr. Slegers performed observation of construction of a 25-foot-high tieback retaining wall. He performed tensile testing of permanent tiebacks for acceptance and observed excavation of CIDH piers for support of the six-story structure.

Pier F Avenue Track Realignment
PORT OF LONG BEACH | LONG BEACH, CA
Mr. Slegers served as Project Manager for special inspection and construction materials quality assurance testing services for the Harbor Gateway project, which included construction of several cast-in-place retaining walls and realignment of railroad tracks to accommodate the proposed Gerald Desmond Bridge replacement. Services included testing of soil, aggregate base and asphalt for roadways, and reinforcing steel, concrete, and driven piles for retaining walls.
CARL HENDERSON, PHD, PE, GE
Geotechnical Engineer

Dr. Henderson has more than 20 years of experience performing geotechnical evaluations for a wide variety of projects, including buildings, bridges, highways, roadways, embankments, levees, land development, and commercial and industrial facilities. He has extensive experience with embankment construction and stability evaluations for many large roadway construction projects in California. Over the last 12 years, he has served as the Senior Geotechnical Project Manager and Geotechnical Project Manager for some of the largest highway and bridge projects within San Joaquin County.

Project Experience

**Sperry Road Extension**
CITY OF STOCKTON | STOCKTON, CA

**Geotechnical Project Manager.** The project extends Sperry Road from Performance Drive to I-5. In addition, the interchange at I-5 and French Camp Road was modified. The project consisted of extending and realigning Sperry Road; extending Performance Drive; realigning French Camp Road to connect with the new Sperry Road; and making modifications to the interchange at I-5 and French Camp Road. Major structural elements included raising the grade along the new Sperry Road alignment up to 43 feet above ground; five (5) new bridge/overcrossings; relocation of existing Sperry Road and extension of Performance Drive; and mechanically stabilized earth retaining structures along portions of Sperry Road.

**McHenry Avenue Corridor Improvement Project**
SAN JOAQUIN AND STANISLAUS COUNTIES

**Senior Geotechnical Project Manager.** The project includes replacing the existing McHenry Avenue Bridge (No. 38C-032) over the Stanislaus River to accommodate the planned widening of McHenry Avenue from a two-lane to a five-lane roadway. Recommendations to accommodate liquefaction potential within portions of the project site included appropriate ground improvement techniques to prevent lateral spreading from occurring during seismic shakings. Options for mitigation of liquefaction include Deep Dynamic Compaction (DDC), Vibro Replacement (Stone Columns) and Deep Soil Mixing (DSM) Walls. The DSM option was the preferred alternative, as it represented the most value to the client for the project from a design and cost aspect. For the remaining project site, liquefaction effects are accounted for in the design of deep foundations.

**East Cypress Corridor, Reclamation District 799**
CITY OF BYRON | BYRON, CA

**Principal Geotechnical Engineer/Geotechnical Project Manager.** Provided geotechnical evaluation services for a 2,520-acre land development with deep-water access and approximately 5.5 miles of levees in the Delta. Due to the length of the levee system, different soil profiles are being evaluated, and three different levee configurations are being considered. Various soil improvements are being considered to remediate potentially liquefiable soils. Potential improvement methods include Deep Dynamic Compaction and the Sand Compozer/Pile Method.
# RESUMES

## OPC

### Eddie Quintero
Project Manager

<table>
<thead>
<tr>
<th>Education:</th>
<th>Bachelor of Science, Environmental Resource Management, Land Use and Planning, California State University, Bakersfield, 2004</th>
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<tr>
<td>License:</td>
<td>Real Estate License, California, No. 01950486</td>
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<tr>
<td>Professional Affiliations:</td>
<td>Member, American Planning Association, since 2007</td>
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<td></td>
<td>Member, International Right of Way Association (IRWA), since 2/2016</td>
</tr>
<tr>
<td>Years of Experience:</td>
<td>Initial Year in Industry: 2012</td>
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<tr>
<td></td>
<td>Initial Year with OPC: 2012</td>
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### Overview

Mr. Quintero’s responsibilities include property mapping, materials research, project management, title coordination, and subconsultant coordination. He also provides business and residential relocation assistance. Mr. Quintero speaks and writes fluently in English and Spanish and is knowledgeable in Federal and state regulations relating to relocation assistance and benefits. His bilingual capabilities enable him to effectively communicate with OPC’s diverse client base, as well as complete document translations such as relocation plans and notices. He is experienced with project planning and has past experience assisting with General Plan updates for city agencies. Mr. Quintero also has experience working on a Housing Element update and a County Airport Land Use Compatibility Plan.

### Project Experience

**City of Pico Rivera**

*Hot Spots Project at Beverly Blvd./Rosemead Blvd.*: Handled 12 business and 1 residential relocation cases including improvements pertaining to realty, 2 full-take acquisitions, 2 partial acquisitions, and 2 temporary construction easements for the Project. Assisted with relocation plan and prepared right of way costs estimates and change orders.

**City of Santa Ana**

*Bristol Street Widening Project Phase IIIA and IIIB*: Handled 3 business relocation cases, 15 residential relocation cases, 10 full and partial acquisition cases. Assisted with relocation plan.

**Port of Long Beach**

*Gerald Desmond Bridge Project*: Assisted with business relocation, coordinated utility relocation with the consulting and utility firms, and negotiated with business tenants and landowners for acquisitions. Reviewed and provided comments to the right of way requirements and appraisal maps, legal descriptions and plat maps provided by the design-builder (SFI), and the right of way engineering design firm. Part of the business relocation included coordinating the construction of a new commercial building.

**Los Angeles County Metropolitan Transportation Agency (METRO)**

*Purple Line (Westside) Subway Extension Transit Project (Project)*: Handled all business relocation cases and acquisitions for improvements pertaining to realty for the project. Prepared monthly status reports and conducted monthly meetings with Metro. *Westside Subway Extension-Section 1*. Assisted with business relocation for 17 small businesses.

**City of Long Beach**

*Economic and Property Development Department*: Handled recordation of City of Long Beach documents, including various easement and dedication deeds, grant deeds, maintenance agreements, and liens. Assisted with various City projects obtaining right of entries and building/planning permits, including La Reina Alley Widening Project and Cherry Widening Improvement Project.
DAVID VOLZ
Principal-in-charge

David Volz has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscape materials and vegetation provides a solid foundation for commission and council reports for agencies he has served. He has comprehensive experience in storm water treatments, QSD/P, and he is LEED accredited. Recent award winning projects overseen by Mr. Volz include Frank Sinatra Avenue Streetscape in Rancho Mirage, several street improvements and landscape enhancement projects in Irvine, Katella Avenue right-of-way beautification in the City of Stanton, and Seal Beach Boulevard in Seal Beach. Public landscape, streetscape and park are Mr. Volz’s professional facilities. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award winning projects for public agencies throughout California.

Relevant Project Experience:

1) Veteran’s Parkway, Manhattan Beach, Ca – Principal in charge, works with the client to determine goals, presented to the council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents. Currently in Design
Client Contact/Title: Karen Domerchi, Senior Management Anaylst
Client Contact Phone/Email: (310) 802-5321, kdomerchie@citymb.info

2) Harbor Boulevard Bike Trail, Costa Mesa, Ca – Principal in charge, worked with the client to determine goals, presented to the council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents. Completed October 2016
Client Contact/Title: Baltazar Mejia, Senior Engineer
Client Contact Phone/Email: (714) 754-5291, baltazar.mejia@costamesaca.gov

3) Beach Boulevard Medians, Stanton, Ca – Principal in charge, worked with the client to determine goals, presented to the council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents. Completed July 2016
Client Contact/Title: Jim Box, City Manager
Client Contact Phone/Email: (714) 379-9222 x.277, jbox@ci.stanton.ca.us

EDUCATION
BS, Landscape Architecture, 1981, California State Polytechnic University, Pomona
Graduate Studies, Computer Applications for Landscape Architecture, 1981, California State Polytechnic University, Pomona

REGISTRATION
Landscape Architect, California #2375, 1983
Landscape Architect, Nevada #499, 1996

MEMBERSHIPS
ASLA, ASCE, APWA, ACEC, NRPA, CPRS, CASQA, USGBC, MILS, SCAMF

CERTIFICATIONS
LEED Certified, 2008
Qualified Stormwater Professional, QSD/QSP, 2011
Gary Vasquez is the director of design at DVD and he will draw upon his 25 years of professional experience to provide hands on leadership for this project. His design abilities have proven to be innovative, unique, and award-winning. He will work closely with David Volz providing creative design solutions to the challenges and opportunities that are posed by this project. Mr. Vasquez has provided project management on many of DVD's most successful and highly acclaimed projects. Mr. Vasquez has extensive experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He manages projects to ensure adherence to established project budgets, and schedules. His recent work includes project management, design, construction drawings and construction oversight for Balboa Boulevard Medians and Right-of-way Landscape Enhancements in Newport Beach, the round-a-bout and commercial streetscape developments in La Quinta, and the downtown aesthetic treatments for medians, street, and sidewalk and right-of-way currently in construction on Diamond Bar Boulevard and Grand Avenue in Diamond Bar.

Relevant Project Experience:

1) City Hall Turf Reduction, Los Angeles, Ca – Project Manager, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules. 
Currently in Construction
Client Contact/Title: Ada Fernandez De La Rosa, Project Manager
Client Contact Phone/Email: (213) 485-4865, ada.fernandez-delarosa@lacity.org

2) Harbor Boulevard Bike Trail, Costa Mesa, Ca – Project Manager, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules. 
Completed October 2016
Client Contact/Title: Baltazar Mejia, Senior Engineer
Client Contact Phone/Email: (714) 754-5291, baltazar.mejia@costamesaca.gov
Luis Pedraza has more than 5 years of experience in graphic design, working on projects for agencies and design companies ranging from print advertisement to landscape design. For his master thesis project Luis worked collaboratively with the Conservation Corp of Long Beach, Rivers and Mountains Conservancy to address park poverty issues in communities in West and North Long Beach. The work included inventory and analysis, extensive community outreach included canvassing and facilitating community workshops and meetings, leading and coordinating a community built project, developing a neighborhood vision plan, and creating conceptual plans for a variety of different projects including a park, plaza and commercial area. He has expertise in concept development graphic illustration techniques and project planning. He has experience in managing and directing professional staff in a dynamic atmosphere and excellent communication skills. His ability to analyze project objectives and work closely with clients, architects, and engineers provides a solid foundation for reaching the successful completion of projects. He holds excellent communication skills and visual perception which result in projects that convey a vision from both the client and his innovative stylings.

EDUCATION
- MLA. Landscape Architecture, California State Polytechnic University, Pomona, 2017
- Certificate in Ornamental Horticulture, 2011, Orange Coast College, Costa Mesa, Ca
- BA, Graphic Design, 2009, California State University, Fullerton, Ca

ACCOMPLISHMENTS
- Student Merit Award ASLA, SoCal Chapter, 2017
- “Quality of Life”, Merit Award ASLA, SoCal Chapter, 2016
- Annual Southern California Spring Garden Show, 2015
- Annual Southern California Spring Garden Show, 2014

SKILLS
Adobe Creative Suite, Sketch up, AutoCAD, Bilingual - Spanish/English, HTML, CSS, Microsoft Office

ROLE: Project Designer, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

JACK HAMMETT SOCCER FIELDS
Client: City of Costa Mesa
Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.
Client Contact: Baltazar Mejia, Senior Engineer
(714) 754-5291, baltazar.mejia@costamesaca.gov

NORTHWOOD STREETSCAPE/EL CAMINO PARK CONTROLER REPLACEMENT
Client: City of Irvine
DVD designed 3 acres of new landscape and irrigation for the Great Park entrance. Approximately 16,000 lineal feet of new plantings along the north side of Marine Way generally east of Ridge Valley.
Client Contact: Tom Perez, CIP Administrator
(949) 724-6442, tperez@ci.irvine.ca.us

WHITTIER BOULEVARD MEDIAN
Client: City of Pico Rivera
The Whittier Boulevard medians design services as proposed herein entail preliminary design for replanting of existing median islands and the preparation of construction documents for this replanting. The work will include Whittier Boulevard from San Gabriel River Parkway to the east city limits and from Paramount Boulevard to Acacia Street. Client Contact: Kenner Guerrero, Associate Engineer, (562) 801-4351, kguerrero@pico-rivera.org
Dominic Tafoya has ten years of engineering experience working as an engineering project manager and design engineer. He has experience at all stages, performing as an engineering project manager, segment discipline lead, design engineer at the preliminary/environmental stage along with the design-build stage. He has experience working on large scale design-build projects with demanding schedules that require significant coordination and design work to be completed in a short timeframe. Mr. Tafoya learned quickly how to motivate his design team to meet these schedules while adjusting efforts to hit moving schedule targets. This experience includes utility coordination, retaining wall design along with in the field design changes.

PROJECT EXPERIENCE
California High-Speed Rail Authority: Central Valley Construction Packages (2019)
As the Engineering Lead for Construction Package 1 (CP1) Mr. Tafoya attends all meetings related to the project in a programmatic role. Mr. Tafoya coordinates and manages engineering activities between HSR Engineering and the Project Construction Manager (PCM). He also ensures that the designers comply with HSR Design Criteria consistent with programmatic position and coordinates engineering reviews with HSR and PCM staff. As part of the Engineering Services Branch, Mr. Tafoya provides assistance to Infrastructure Delivery, Strategic Delivery, Rail Operations Delivery, and Real Property in an effort to accelerate program delivery.

California High-Speed Rail Authority: Construction Package 2-3, (2015-2018)*
Mr. Tafoya managed the Segment 1 and Segment 3 track teams while producing RFC plans for the track guideway. This included leading multiple discipline coordination while making sure the extreme deadlines were met. Mr. Tafoya also assisted on the design of the grade separations over the high-speed train during the preliminary design and final design stages. He was in charge of creating and maintaining the track/roadway modeler template for both corridor wide track and roadway grade separation. He created 3D models in Inroads for all the grade separations in segment 1 along with the Segment 1 and Segment 3 track guideway. He has led segments in the QA/QC and V&V process for the roadway and track group assuring a high-quality product is produced and submitted. Mr. Tafoya also led the Civil group for an accelerated Roadway package to ensure an accelerated RFC schedule was made.

California High-Speed Rail Authority: Construction Package 1 (2013-2015)*
Mr. Tafoya assisted on the design of the grade separations over the high-speed train during the proposal, preliminary design and final design stages. He was in charge of creating the roadway modeler template and keeping it up-to-date for the other engineers to utilize. He created 3D models for all of the grade separations in the South (Downtown Fresno) segment along with assisting on the grade separations for the North (Madera) segment. He has assisted in the QA/QC process for the roadway group assuring a high-quality product is produced and submitted.

*experience prior to VST Engineering
Anthony Valdiosera, PE
Avaldosera@VST. Engineering | 510.304.2082

Professional Civil Engineer with 10 years of experience in the transportation industry. Primarily focused on design and construction of rail, road and highway projects. Strengths include design development, review, and oversight. Recognizes client expectations and facilitates effective communication throughout the project team to ensure high-quality and timely design execution.

PROJECT EXPERIENCE

California High-Speed Rail Authority: Central Valley Construction Packages (2019)
Mr. Valdiosera is serving as the Rail Delivery Partner’s Engineering Lead and PG&E Utility Coordinator for Construction Package 4. Mr. Valdiosera works closely with the Design-Build, the Authority’s Project Team and PG&E staff to facilitate design approval and construction. Mr. Valdiosera has also served as the Engineering Lead for Construction Package 2-3 where he coordinated and managed engineering activities between High Speed Rail Engineering and the Project Construction Manager.

Bay Area Rapid Transit: Measure RR Track Interlocking Replacement Projects (2017-2018)
As part of bond Measure RR, Bay Area Rapid Transit (BART) has identified a number of interlocking’s to be replaced. The designs of these projects are being executed by four different consultant teams, with construction expected to be completed by 2025. Mr. Valdiosera was responsible for ensuring the design consultants met aggressive submittal schedules tied closely to expected construction dates. Mr. Valdiosera was responsible for reviewing and distributing design submittals to affected BART stakeholders. He coordinated between the consultant teams to maintain design consistency and design compliance with BART Facility Standards. Mr. Valdiosera has completed the Roadway Workers Protection (RWP) program.

California High-Speed Rail Authority: Construction Package 2-3 (2015-2017)
The California High Speed Rail (CAHSR) Construction Package 2-3 extends the high-speed rail system by approximately 65 miles from Fresno south towards Bakersfield, CA. Mr. Valdiosera served as the Segment 1 Track Lead where he is responsible for the design of the first 20 miles of HSR track. Additionally, Mr. Valdiosera assumed the role of Irrigation Manager to drive the delivery of 30 high priority irrigation crossings. Mr. Valdiosera's duties included face-to-face coordination with the districts and their review subconsultants to progress the design from the 60% level to construction.

*experience prior to VST Engineering

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Education
California State University, Sacramento
Sacramento, CA
Bachelor of Science, 2009
Major: Civil Engineering

Professional credentials
Professional Engineer
California C79955, 2012
Nevada 026252, 2019

Software
Bentley Microstation
Bentley InRoads
Autodesk AutoCAD (Civil 3D)
Professional Civil Engineer with a career focus on major capital infrastructure projects in the transportation field. Thrives under high-pressure scenarios and ensures production of first-rate deliverables in both leading and contributing capacities. Responsibilities include technical and administrative coordination; design development; public outreach participation; assistance in development and oversight of project budget, scope, and schedule.

**PROJECT EXPERIENCE**

**California High-Speed Rail Authority: Central Valley Construction Packages** (2019)

As the Engineering Lead for Construction Package 2-3 (CP2-3), Mr. Stanwick coordinates and manages engineering activities between HSR Engineering and the Project Construction Manager (PCM), and attends all meetings related to the CP2-3 project in a programmatic role. Mr. Stanwick also ensures that the projects comply with HSR Design Criteria consistent with programmatic position and coordinates engineering reviews with HSR and PCM staff. Collaborates with various divisions within HSR including Engineering Services, Rail Operations & Maintenance, Strategic Delivery, and Infrastructure Delivery in the Central Valley. Michael has also served as the Engineering Lead for Construction Package 1 (CP1).

**The Unity Council: Fruitvale Transit Village Phase II-A** (2018)

The Fruitvale Transit Village is a project of The Unity Council, a non-profit agency in Oakland, California. It includes the redevelopment of an existing 3.4-acre surface parking lot with 275 residential units in three four-story buildings and construction of a five-story (six levels) parking structure. The project also includes commercial uses (retail/restaurant, office) as well as a BART station and parking. Serving as Project Manager, Mr. Stanwick was responsible for overseeing, reviewing, and delivering civil improvement plans for construction. Also, regularly met with the General Contractor, Developer, and Architect for project coordination; met with BART and City of Oakland engineering staff to resolve design issues.

**California High-Speed Rail Authority: Rail Delivery Partner** (2015-2018)*

Working towards a goal of opening the first high-speed rail system in the U.S., the Rail Delivery Partner provides services to the California High-Speed Rail Authority including: program management, integration, delivery of environmental studies, operations and maintenance planning, contract procurement, and construction support. Mr. Stanwick initially served as a Lead Track Engineer and supported the statewide engineering team in design reviews for all project sections, including construction packages CP1, CP2-3, and CP4. Mr. Stanwick would later transition to the role of Engineering Task Manager for the San Jose to Merced section where he was responsible for overseeing the development of the preliminary engineering, as well as representing HSR in meetings with local agencies, state agencies, federal agencies, and the public.

*experience prior to VST Engineering
NAREE KIM, PE
Senior Engineer

Mrs. Kim serves as a Senior Engineer of Iteris’ Transportation Systems and has been with firm since October 2008. She has over 16 years of experience in the delivery of transportation and traffic engineering projects, with experience that includes the planning, design and deployment of Intelligent Transportation Systems (ITS) and traffic signal projects. Mrs. Kim’s ITS design experience includes fiber optic communications, Dynamic Message Signs (DMS), Video Detection Systems (VDS) and Traffic Signal System (TSS) upgrades. She has also served as Project Manager and Task Lead on a variety of planning and traffic signal design projects including preparation of Plans, Specifications and Estimates (PS&E) for traffic signals, arterial signing and striping, traffic operation systems, ramp metering systems and street lighting. She has accomplished a number of traffic impact studies and traffic and circulation sections of EIRs/EISs. Mrs. Kim is proficient in the use of design and traffic analysis software including AutoCAD, MicroStation, AGI 32, ArcGIS, Synchro and Autoturn.

Project Experience

Chino On-Call Traffic Engineering Services – City of Chino, CA
Mrs. Kim serves as Project Manager providing the City of Chino with on-call traffic engineering services including design services, analyses and review of technical studies, drafting services and field investigations. The project began in March 2018 and is ongoing.

North Santa Monica Boulevard Reconstruction (NSMB) Project – City of Beverly Hills, CA
Mrs. Kim served as Project Manager on this reconstruction project for the development of the Plans, Specifications and Estimate (PS&E) package for the NSMB Reconstruction Project that includes approximately two miles of street lighting upgrades and signing and striping, including innovative bike lane striping, and 10 intersections of traffic signal modifications plans. The project began in January 2013 and completed in June 2017. Construction was completed in November 2018.

Intersection Improvements at Various Locations – City of Santa Clarita, CA
Mrs. Kim served as Project Manager for this project that provides engineering design services to develop the Plans, Specifications and Estimate (PS&E) package at various locations in the City. The design service included traffic signal modification plans, signing and striping plans, traffic control plans and Caltrans Fact Sheet preparations. The project design began in September 2013 and completed in October 2016. The construction of the project started in September 2017 and completed in March 2018.

15th St. Rehabilitation – City of Newport Beach, CA
Mrs. Kim served as Task Lead for this design and construction project for the City of Newport Beach. The project was divided into two phases. For the initial preliminary engineering phase, the team performed detailed field investigation of the 15th Street and Balboa Boulevard to identify deficiencies and recommended improvements to enhance safety and traffic flow including median concepts and community meetings. Upon City’s approval of the Preliminary Design Concept, the full Plans, Specifications and Estimate (PS&E) package was prepared during the design phase, which includes traffic signal upgrades, signing and striping modifications for entire 15th Street in Harbor Island area. The design phase completed in December 2015 and the construction was completed in May 2016.
Mr. Frislie serves as a Principal Engineer of Iteris’ Transportation Systems division and has been with firm since January 2001. For over 18 years, Mr. Frislie has been involved in several transportation and traffic engineering projects that include both planning as well as design and deployment of ITS, systems integration, and traffic signal design. Recently, he has served as the Project Manager for the Rosecrans Avenue Arterial Improvement Project, Cypress Phase 1 through 3 ITS Projects, the Newport Beach ITS Phase 5 through 8 Projects, the Santa Monica ATMS Phase 4c project. He has also been the Lead Design Engineer for the development of design plans for the Oxnard ITS Master Plan Design Project, Vermont Avenue Arterial Improvement project, the Santa Monica ATMS 4a/4b Project, SR-710 ITS Design Project, Newport Beach ITS Phase 1, 2, 3, 4 and 7 Projects and the Fountain Valley Phase IV project, as well as the Signal Construction Inspector for completion of the Oxnard ITS Master Plan and the Rosecrans and Vermont Arterial Improvements.

Project Experience

Tweedy Boulevard Signal Synchronization Project – City of South Gate, CA
Mr. Frislie serves as Project Manager and led the Iteris team to improve the operation, safety and management of the corridor. The project consists of analyzing improvements of Tweedy Boulevard between Atlantic Avenue and Alameda Street, including the design of fiber optic cable for Ethernet communication, five CCTV cameras, traffic signal cabinet and controller upgrades, and upgrades to the traffic signal equipment. The fiber optic communication will be designed to City Hall which will connect to the City’s Traffic Management Center located in the Public Works Signal Shop. The signals along the corridor will be timed and synchronized to optimize traffic flow throughout the corridor. The project will also analyze four uncontrolled pedestrian crossings for proposed improvements. Iteris will be on task to provide any necessary support during construction. The project began in February 2019 and will complete June 2020.

LA County Gateway Cities Fiber Optic & CCTV Design, Los Angeles County Department of Public Works – Los Angeles County, CA
Mr. Frislie served as the Design Lead and Engineer of Record to complete 10 miles of fiber optic design, fiber assignment communication schematics, and 13 Traffic Signal modifications for new CCTV installation along the various corridors within the Gateway Cities area. The project is coordinated between nine agencies including the County of Los Angeles. The project began in February 2016 and is ongoing.

Traffic Signal Reconstruction on Vermont at Redondo Beach Boulevard and at Rosecrans Avenue – City of Gardena, CA
Mr. Frislie served as Project Manager, responsible for the traffic analysis, design, and agency coordination this signal reconstruction project. The project consisted of a traffic analysis of the two project intersections: Vermont Ave at Redondo Beach Boulevard and Vermont Avenue and Rosecrans Avenue. The traffic analysis made specific recommendations to both intersections which mainly consisted of traffic signal upgrades, ADA ramp upgrades and pavement repairs. The project also consists of coordination with the City of Los Angeles and United Pacific Railroad. Once construction begins, Iteris will be under contract for construction management and inspection. The project began in September 2018 and with design concluding in October 2019.
JULIAN BARBA, JR., PE
Engineer

Mr. Barba serves as an Engineer for Iteris’ Transportation Systems division and has been with the firm since September 2015. He has 11 years of experience working in Traffic Engineering and ITS Design and has successfully completed design projects for several local and state agencies across the West Coast, as well as private development clients. Mr. Barba’s software experience includes AutoCAD 2016, MicroStation V8i, Tru-Traffic, Synchro8, and Visual Professional Lighting.

Project Experience

Tweedy Boulevard Signal Synchronization Project – City of South Gate, CA
Mr. Barba serves as Design Manager and assisted the Iteris team to improve the operation, safety and management of the corridor. The project consists of analyzing improvements of Tweedy Boulevard between Atlantic Avenue and Alameda Street, including the design of fiber optic cable for Ethernet communication, five Closed-Circuit Television (CCTV) cameras, traffic signal cabinet and controller upgrades, and upgrades to the traffic signal equipment. The fiber optic communication will be designed to City Hall which will connect to the City’s Traffic Management Center located in the Public Works Signal Shop. The signals along the corridor will be timed and synchronized to optimize traffic flow throughout the corridor. The project will also analyze four uncontrolled pedestrian crossings for proposed improvements. Iteris will be on task to provide any necessary support during construction. The project began in February 2019 and will conclude in June 2020.

On-Call Traffic Signal Operations & ITS Engineering – City of San Marcos, CA
Mr. Barba served as an Integration Engineer and is assisting the Iteris team with on-call traffic signal operations and ITS engineering services throughout the City. The project involves modeling existing traffic conditions and developing timing plans, implementing those plans on the City’s QuicNet system (as well as locally for intersections which currently do not have existing communication), and then observing if traffic conditions improve. If further fine tuning is needed then this service is provided as part of the On-Call project. In addition to timing plans, Iteris also makes modifications to heavily utilized intersections to increase traffic flow efficiency. Included with the ITS Engineering Services as part of the on-call project is being available to City staff to ensure all field devices are operating properly. If the ITS equipment has failed, Iteris will advise the City on suitable replacements if a simple resolution cannot be met. Iteris takes care of all the ITS equipment included by not limited to traffic controllers, Ethernet switches, fiber optic cables, Ethernet cables, coaxial cables, traffic cabinets, fiber modems, video encoders, Closed-Circuit Television (CCTV) cameras, Bluetooth counters, QuicNet traffic management software, DVR units, desktop systems and server systems. Iteris is well versed and knowledgeable in all areas of ITS and understands each and every piece of equipment deployed throughout the City. Under this on-call, Iteris assisted the City with the migration from QuicNet to Transparity. The project began in November 2014 and completed in November 2017.

Gateway Cities Fiber Optic and Closed-Circuit Television (CCTV) Design – Los Angeles County, CA
Mr. Barba served as a Project Engineer and led the ITS design team to complete 10 miles of fiber optic design and 13 traffic signal modifications for new CCTV installation along the Gateway Cities corridor. The project began in February 2016 and completed in December 2017.

EDUCATION
BS, Civil Engineering, California State Polytechnic University, Pomona, 2008

YEARS OF EXPERIENCE
With Iteris: 3 Total: 11

REGISTRATIONS
Civil Engineer (PE)
CA #89042, 2018

CORE DISCIPLINES
ITS Planning & Design
ITS Systems Engineering & Architecture
Traffic Engineering
ITS Evaluation
Systems Integration
Traffic Incident Management

AFFILIATIONS
Institute of Transportation Engineers (ITE)
Urban Land Institute (ULI)
APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Jeffrey M. Cooper, PE
Director of Infrastructure
Name of Authorized Representative
Title of Authorized Representative
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: ________________________________
Name (Please Print or Type)

By: ________________________________ Consultant’s Signature

Date: ________________________________ 11/25/2019

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: Jeffrey M. Cooper, PE
Type Name: Director of Infrastructure
Title: Director of Infrastructure
Date: 11/25/2019

By: ____________________________ (Authorized Signature)
Date: November 20, 2019
To: Prospective Consultants

SUBJECT: ADDENDUM NO. 1
REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING SERVICES

This addendum is issued to modify the original Request for Proposal posted on November 15, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of six pages:

(1) Add California High Speed Rail Task to Section 4 of the Scope of Services.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

[Signature] Jeffrey M. Cooper, PE
Consultant's Acknowledgement

11/25/2019 Date

Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer
MH:KG:lg
Date: December 10, 2019
To: Prospective Consultants
SUBJECT: ADDENDUM NO. 2 REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING SERVICES

This addendum is issued to modify the original Request for Proposal posted on November 15, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of one page:

(1) The deadline to submit Proposals has been extended to Wednesday, December 18, 2019 at 3:00 pm.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 2 and accept the aforementioned.

[Signature]
Jeffrey M. Cooper, PE
Consultant's Acknowledgement

12/10/2019
Date

Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

MH:KG:lg
# COST PROPOSAL

## Fee Schedule

Effective January 1, 2020, through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

### ENGINEERING SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$230</td>
</tr>
<tr>
<td>Project Director</td>
<td>$190</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$180</td>
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<tr>
<td>Quality Assurance Manager</td>
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<tr>
<td>Senior Engineer</td>
<td>$160</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$130</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$120</td>
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<tr>
<td>Designer</td>
<td>$110</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$90</td>
</tr>
<tr>
<td>CADD Drafter</td>
<td>$90</td>
</tr>
<tr>
<td>Administration</td>
<td>$90</td>
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</tbody>
</table>

### SURVEY SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Aide/Planning Aide</td>
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<tr>
<td>Project Assistant</td>
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<tr>
<td>Project Administrator</td>
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<tr>
<td>CADD Technician I</td>
<td>$117</td>
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<tr>
<td>CADD Technician II</td>
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<tr>
<td>CADD Technician III</td>
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<tr>
<td>Sr. CADD Technician/Designer</td>
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<tr>
<td>Design Supervisor</td>
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<tr>
<td>GIS Technician I</td>
<td>$110</td>
</tr>
<tr>
<td>GIS Technician II</td>
<td>$117</td>
</tr>
<tr>
<td>GIS Analyst</td>
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<tr>
<td>Senior GIS Analyst</td>
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<tr>
<td>Photogrammetry Tech</td>
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<tr>
<td>Photogrammetry Analyst</td>
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<td>Photogrammetry Specialist</td>
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<tr>
<td>LiDAR Tech</td>
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<tr>
<td>LiDAR Analyst</td>
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<td>LiDAR Specialist</td>
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<tr>
<td>LiDAR Engineer</td>
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</tr>
<tr>
<td>UAV Mapping Tech</td>
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</tr>
<tr>
<td>UAV Mapping Analyst</td>
<td>$105</td>
</tr>
<tr>
<td>UAV Mapping Specialist</td>
<td>$115</td>
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<tr>
<td>UAV Project Manager</td>
<td>$174</td>
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<tr>
<td>UAV Production/Team Lead</td>
<td>$144</td>
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</tbody>
</table>
### Fee Schedule

Effective January 1, 2020, through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

#### SURVEY SERVICES (CONT.)

<table>
<thead>
<tr>
<th>Position</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>UAV Deliverable Manager</td>
<td>$175</td>
</tr>
<tr>
<td>Junior Scheduler</td>
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<tr>
<td>Senior Scheduler</td>
<td>$175</td>
</tr>
<tr>
<td>Junior Surveyor</td>
<td>$135</td>
</tr>
<tr>
<td>Assistant Surveyor</td>
<td>$140</td>
</tr>
<tr>
<td>Associate Surveyor</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Surveyor</td>
<td>$178</td>
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<tr>
<td>Manager</td>
<td>$198</td>
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<tr>
<td>Associate</td>
<td>$230</td>
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<tr>
<td>Principal</td>
<td>$250</td>
</tr>
<tr>
<td>1-Person Survey Crew*</td>
<td>$168</td>
</tr>
<tr>
<td>2-Person Survey Crew*</td>
<td>$284</td>
</tr>
<tr>
<td>3-Person Survey Crew*</td>
<td>$345</td>
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<tr>
<td>One Person LiDAR Crew</td>
<td>$180</td>
</tr>
<tr>
<td>Two Person LiDAR Crew</td>
<td>$245</td>
</tr>
<tr>
<td>One Person Ortho/Imaging Crew</td>
<td>$160</td>
</tr>
<tr>
<td>Two Person Ortho/Imaging Crew</td>
<td>$245</td>
</tr>
<tr>
<td>UAV Pilot Level I</td>
<td>$123</td>
</tr>
<tr>
<td>UAV Pilot Level II</td>
<td>$127</td>
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<tr>
<td>UAV Pilot Level III</td>
<td>$140</td>
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<tr>
<td>UAV Field Technician</td>
<td>$110</td>
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</tbody>
</table>

#### REIMBURSABLE EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Reproduction</td>
<td>Cost</td>
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<tr>
<td>Consultant Services</td>
<td>Cost</td>
</tr>
<tr>
<td>Automobile Transportation</td>
<td></td>
</tr>
<tr>
<td>Delivery, Freight, Courier</td>
<td></td>
</tr>
<tr>
<td>Agency Fees</td>
<td>Cost</td>
</tr>
<tr>
<td>Commercial Travel</td>
<td>Cost</td>
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</table>
Geotechnical Services

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Asphalt/Concrete/Soil Technician – Group 1</td>
<td>$105/hr</td>
</tr>
<tr>
<td>Certified Welding Inspector (AWS/CWI) – Group 2</td>
<td>$110/hr</td>
</tr>
<tr>
<td>ICC Fireproofing – Group 2</td>
<td>$110/hr</td>
</tr>
<tr>
<td>Proofload/Torque/Ground Rod/Moisture Dome Testing – Group 2</td>
<td>$110/hr</td>
</tr>
<tr>
<td>Batch Plant Inspector – Group 2</td>
<td>$119/hr</td>
</tr>
<tr>
<td>ICC Certified Structural Steel Inspector – Group 2</td>
<td>$119/hr</td>
</tr>
<tr>
<td>Masonry/Shotcrete Inspector – Group 2</td>
<td>$119/hr</td>
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<tr>
<td>ASNT Level II Non-Destructive Testing – Group 3</td>
<td>$115/hr</td>
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<tr>
<td>Ground Penetrating Radar</td>
<td>$150/hr</td>
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<tr>
<td>Concrete Coring (Equipment + Technician)</td>
<td>$160/hr</td>
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<tr>
<td>Sample Pick-Ups</td>
<td>$50 ea.</td>
</tr>
<tr>
<td>Interim or Final Report</td>
<td>$355 ea.</td>
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<tr>
<td>Administrative Staff</td>
<td>$90/hr.</td>
</tr>
<tr>
<td>Staff Engineer/Geologist</td>
<td>$115/hr</td>
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<tr>
<td>Senior Staff Engineer/Geologist</td>
<td>$125/hr</td>
</tr>
<tr>
<td>Project Engineer/Geologist</td>
<td>$150/hr</td>
</tr>
<tr>
<td>Senior Engineer/Geologist</td>
<td>$160/hr</td>
</tr>
<tr>
<td>Associate Engineer/Geologist</td>
<td>$175/hr</td>
</tr>
<tr>
<td>Principal Engineer/Geologist</td>
<td>$200/hr</td>
</tr>
</tbody>
</table>

*A full rate sheet including all Geotechnical, Materials Testing and Inspection Services is available upon request*
3. Schedule of Hourly Rates

<table>
<thead>
<tr>
<th>Management &amp; Implementation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Program Manager</td>
<td>$250.00</td>
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<tr>
<td>Program Manager</td>
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</tr>
<tr>
<td>Senior Project Manager</td>
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</tr>
<tr>
<td>Project Manager/Project Controls Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst</td>
<td>$115.00</td>
</tr>
<tr>
<td>Acquisition Agent/Relocation Agent/Analyst</td>
<td>$105.00</td>
</tr>
<tr>
<td>Project Support/Administrative</td>
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<tr>
<td>Project Support Specialist</td>
<td>$75.00</td>
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<tr>
<td>Administrative Assistant</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

Terms and Conditions

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two (2) times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.
HOURLY RATE SCHEDULE

David Volz Design hourly rates are inclusive of direct costs such as vehicle usage and mileage, equipment usage (including computers). Printing, copying, and sub-consultant expenses will be billed at cost plus fifteen percent. Printing prepared in-house will be provided at market rates plus mark-up.

Hourly rates are valid for length of initial 3-year term contract.

Principal - in-charge $220 / hour
Senior Landscape Architects/ Director of Design $193 / hour
Licensed Professional $155 / hour
Project Managers $135 / hour
Project Designer/ CADD Technicians $121 / hour
Administrators $110 / hour

REIMBURSABLES - IN HOUSE PRINTING

<table>
<thead>
<tr>
<th>Description</th>
<th>Bond (B/W) 24x36</th>
<th>Bond (Color) 24x36</th>
<th>Letter 24x36</th>
<th>11x17 24x36</th>
<th>Photo (Color) 24x36</th>
</tr>
</thead>
</table>

Unit Price: $4.50 $6.00 $10.00 $15.00 $0.15 $1.50 $0.35 $2.75 $5.00 $19.50 $22.00

Total Subtotal: $10.00

Total to be billed: $10.00

City of Pico Rivera | On-Call Engineering Services
RATES

Staff billing rates valid through December 31, 2023 are as follows:
Principal Engineer
$214.00 / hr
## SCHEDULE OF HOURLY LABOR RATES

<table>
<thead>
<tr>
<th>Iteris, Inc.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Frisle, PE</td>
<td>$265</td>
</tr>
<tr>
<td>Naree Kim, PE</td>
<td>$235</td>
</tr>
<tr>
<td>Julian Barba, PE</td>
<td>$170</td>
</tr>
</tbody>
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Iteris Rates are effective through 12/31/23
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
KIMLEY HORN & ASSOCIATES, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Kimley Horn & Associates, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide on-call engineering services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s December 18, 2020 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s December 18, 2020 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: March 24, 2020

3.4 “Expiration Date”: March 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Million Dollars ($2,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting
the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Darren Adrian, Principle-in-Charge/Vice President, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on
behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.
14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS
as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

   16.1.1.1 Premises, operations, and mobile equipment

   16.1.1.2 Products and completed operations

   16.1.1.3 Broad form property damage (including completed operations)

   16.1.1.4 Explosion, collapse, and underground hazards

   16.1.1.5 Personal Injury

   16.1.1.6 Contractual liability

   in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits
of not less than Two Million Dollars ($2,000,000) per occurrence of claim/ Four Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate
the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail,
postage prepaid, to the addresses listed below (or to such other addresses as the
Parties may, from time to time, designate in writing).

If to City:  If to Consultant:
Steve Carmona, City Manager  Darren Adrian, Principle-in-
City of Pico Rivera  Charge/Vice President
PO Box 1016  Kimley Horn & Associates, Inc.
6615 Passons Blvd.  765 The City Drive, Suite 200
Pico Rivera, California 90660-1016  Orange, CA 92868
Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and
Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or
termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five
(5) calendar days’ written notice to Consultant. Consultant shall have the right to
terminate this Agreement for any reason on sixty (60) calendar days’ written notice to
City. The effective date of termination shall be upon the date specified in the notice of
termination. Consultant agrees that in the event of such termination, City’s obligation to
pay Consultant shall be limited to payment only for those services satisfactorily
rendered, as solely determined by the City, prior to the effective date of termination.
Consultant agrees to cease all work under this Agreement on or before the effective
date of any notice of termination. All City data, documents, objects, materials or other
tangible things shall be returned to City upon the termination or expiration of this
Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance
by Consultant, then Consultant shall be paid based on the work satisfactorily performed,
as solely determined by the City, at the time of termination. In no event shall Consultant
be entitled to receive more than the amount that would be paid to Consultant for the full
performance of the services required by this Agreement.
23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
28. **COURT COSTS AND ATTORNEY FEES**

   In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

   If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

   This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

   This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

   All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”  “CONSULTANT”
CITY OF PICO RIVERA  KIMLEY HORN & ASSOCIATES, INC.

Gustavo V. Camacho, Mayor
Dated: ________________________

Darren Adrian, Principle-in-Charge/ Vice President
Dated: _____________________________

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney
Proposal for On-Call

Engineering Services

PR-RFP-010

prepared by Kimley-Horn

Expect More. Experience Better.
# Table of Contents

- **Executive Summary** .................................................................................................................. 1
- **Proposer's Qualifications and Methodology** ........................................................................... 1
  - Qualifications ............................................................................................................................ 1
  - Relevant Experience .................................................................................................................. 1
  - Our Team .................................................................................................................................. 5
- **Understanding of Scope of Services** ....................................................................................... 8
  - We Know On-Calls ..................................................................................................................... 13
- **Methodology and Work Plan** .................................................................................................. 14
  - Proven Approach to On-Call Contracts ..................................................................................... 14
- **Cost Proposal** .......................................................................................................................... 17
  - Company Information .................................................................................................................. 17
- **Contract Exceptions** ................................................................................................................ 19
- **Addenda**
December 18, 2019

Kenner Guerrero
Associate Engineer
CITY OF PICO RIVERA
Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660

RE: Proposal for On-Call Engineering Services PR-PFP-010

Dear Mr. Guerrero and Members of the Selection Committee:

The City of Pico Rivera (City) embraces cultural diversity and celebrates a strong sense of community, as is evident in the City’s commitment to public service and its support for local economic growth. Your unique location and welcoming environment present a place with special characteristics, such as opportunities for community enhancement and sustainable living. With 52 years of experience providing consulting services to municipalities and public clients nationwide, our team has a record of delivering cost effective, high quality, and responsive services for on-call contracts. Our team offers the following benefits:

Proven Leadership and Extensive On-Call Experience. I, Aryo Rad, P.E., QSD/P, have had the pleasure of working with the City of Pico Rivera on a variety of public works projects. In addition, Kimley-Horn has successfully completed hundreds of on-call tasks for agencies across Southern California, including projects for the Counties of Los Angeles and Orange and for the cities of Downey, El Monte, Industry, Anaheim, Santa Ana, Fontana, Santa Monica, Los Angeles, Malibu, Thousand Oaks, and more.

Multidisciplinary Approach and Resources. Our in-house multidisciplinary resources have helped us create a unique approach to public works projects resulting in consistent success in project execution for our clients. We will mainly support the City for this on-call project from our Los Angeles and Orange offices. Our partners, Hushman Associates, Inc. (geotechnical engineering), Paragon Partners, Ltd., (Right-of-Way), and OnPoint Land Surveying, Inc., (surveying), all have local experience on public works projects.

Commitment to You. We know that a strong commitment to client satisfaction and success must be the foundation of our service to you and we will strive to deliver technical excellence, timely service, and practical solutions for this on-call program. I will be personally available to the City for this program and will serve as the main point of contact for Kimley-Horn. If you have any questions regarding these qualifications, I can be reached at 714.786.6340 or at aryo.rad@kimley-horn.com.

Sincerely,

KIMLEY-HORN & ASSOCIATES, INC.

Aryo Rad, P.E., QSD/P
Project Manager/Associate

Darren Adrian, P.E.
Principal-in-Charge/Vice President*

* Darren Adrian is our Principal-in-Charge and is authorized to bind Kimley-Horn to the terms of this proposal.

- Kimley-Horn intends to perform the agreement as a single proposer and will bear sole and complete responsibility for all work as defined in the RFP and in the agreed upon resultant agreement, even if any of the work is performed by a sub-consultant approved by the City.
- Kimley-Horn acknowledges receipt of all Appendix and Addendum No.1, dated November 20, 2019. We have included signed acknowledgment in the Appendix of this proposal.
- This proposal is valid for a period of ninety (90) days.
EXECUTIVE SUMMARY

The City of Pico Rivera is seeking qualified consultants to provide on-call engineering services for the City’s capital improvement projects. Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to both public and private sector clients nationwide. Kimley-Horn has 12 offices in California, including 4 in Southern California with more than 400 professional staff. We will support the City of Pico Rivera from our well-established Southern California locations. Our engineers, planners, designers, and technicians have worked with local public agencies since 1968, giving us broad local project experience and familiarity with local agencies’ requirements as well as federal requirements. Our approach to on-call programs is to utilize our multidisciplinary capabilities with the depth of the resources we have available locally with our teaming partners we have long history of working on similar on-call programs. Our goal is to be available for the City’s requests if a need arises and provide high quality and cost effective professional services for the City CIP program.

PROPOSER’S QUALIFICATIONS AND METHODOLOGY

Qualifications

Firm Profile
Kimley-Horn

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to both public and private sector clients nationwide. Since our founding in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of more than 4,100 employees with 95 offices nationwide, including 12 in California. We will support the City of Pico Rivera from our well-established Southern California locations.

Our growth over the last 52 years is the result of the firm’s commitment to integrity and dedication to providing quality services— in fact, 90 percent of our work originates from repeat clients. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer. Today, we are one of the largest engineering, planning, and environmental consulting firms in the U.S. According to Engineering News-Record, our firm now ranks 20th overall among the nation’s top 500 design firms.

Why Select the Kimley-Horn Team

Success with On-Call Project Delivery: Kimley-Horn has an extensive history of completing as-needed, on-call projects successfully by quickly mobilizing and committing necessary resources, taking ownership of the project, maintaining the project schedule, obtaining team consensus, developing accurate construction cost estimates, and delivering quality technical submittals. The City needs a consultant with the experience and commitment to deliver highly responsive service and Kimley-Horn is that firm, with a history of successfully providing on-call services to over 150 California municipalities equaling more than $60 million for on-call contracts.

Collaborative Work History with Cities in Los Angeles County: Kimley-Horn has been providing a wide range of engineering services to the Public Works Departments and local municipalities in Los Angeles County since 1988. We are currently working on, and have recently completed several projects, many of them using Los Angeles County Public Works manuals and design criteria. Our team understands urgency and budgetary requirements of public works projects and is well-equipped to respond promptly to the City’s requests.

Available and Committed Resources: Aryo Rad, P.E., QSD/P will be the main point of contact for the City, providing overall management, coordination, and quality for Kimley-Horn’s on-call services. Aryo will be supported by a team of experienced engineers, planners, and subconsultant specialists. Our staff will be available to the City as needed and for the entire duration of this program. In addition, our staff in our Los Angeles and Orange offices can be available to meet with you and make site visits on very short notice. Our multidisciplinary practice model provides the City Pico Rivera with a unique support services for its on-call program.

Working with Multiple Public Agencies: For more than 52 years, Kimley-Horn has been serving municipal agencies and transportation authorities. Locally, we have been providing planning and design services to local agencies for more than 30 years. As such, we have a thorough understanding of local conditions, processes, rules, and regulations. Our team can handle multiple tasks in different disciplines simultaneously while maintaining the expected quality for the City’s projects.

Relevant Experience

Our recent experience with similar projects is outlined below and demonstrates our team’s capabilities and familiarity with the project area. Our team is proud of their working relationships with their clients. Our references can be found later in this SOQ and we encourage you to contact these clients regarding our team’s work history and quality of service.

Ramona Boulevard at Valley Boulevard Intersection Improvements, El Monte, CA

The City of El Monte intended to improve the arterial level of service and increase vehicular capacity at the Ramona Boulevard/Valley Boulevard intersection by widening and reconfiguring the existing five-point intersection to a four-point intersection. The proposed improvements required Right-of-Way acquisitions; geometrical design

City of Pico Rivera • RSPS77004.19
Proposal for On-Call Engineering Services  
PR-RFP-010

modifications at Valley Mall to allow for right-in and right-out traffic movement; various utility adjustments/relocations; traffic signal improvements; bus stop and bus shelter relocations; and parkway and sidewalk modifications. The project will result in a complete plan, specification, and cost estimate package for bidding and construction purposes. The Project’s scope of works includes Right-of-Way acquisition, intersection widening, traffic study and evaluation, traffic safety enhancement, traffic circulation, CEQA, Phase I site assessment, active transportation, community engagement and public outreach, drainage analysis, Water Quality Management Plan, landscape and street amenities.

**Azusa Avenue/Amar Road Intersection Improvements, West Covina, CA**  
This intersection is one of the busiest in the City and has been ranked as one of the busiest in the San Gabriel Valley. The project entailed widening along each leg of the intersection in a tightly constrained area. In addition to adding through lanes and right-turn lanes, opposing triple left-turn lanes were added along Azusa Avenue. Specific design challenges entailed accommodating truck off-tracking through the intersection, minimizing right-of-way acquisitions, and joining existing improvements. Design elements included curb widening, median modifications, retaining walls, storm drain modifications, traffic signal modification, signing and striping, and two ADA compliant pedestrian ramp structures.

**On-Call Pavement Rehabilitation/Utility Design, Fontana, CA**  
Kimley-Horn has completed pavement rehabilitation design under several task orders.

**Catawba Avenue, Slover Avenue, Hemlock Avenue, Beech Avenue, and Popular Avenue:** Improvements entailed pavement replacement and overlays per geotechnical recommendations; miscellaneous concrete improvements where adjacent improvements were affected; and reconstruction/resetting of affected private property improvements such as fences, walls, curb drains, and meters. Various pavement rehabilitation options were investigated; conventional asphalt concrete replacement was recommended along one-street and full-depth asphalt recycling (FDAR) along the others. The construction cost savings by going with FDAR were approximately 40 percent in comparison to conventional remove-and-replace options. Coordination was required to obtain permits for work adjacent to two UPRR at-grade rail crossings and for work associated with affected utilities. Kimley-Horn also assisted the City in applying for Proposition 1B funds through the State and Local Partnership Program (SLPP).

**Azusa Avenue/Amar Road Intersection Improvements, West Covina, CA**

**CDBG and ARAM Pavement Rehabilitation:** The task included a total of 42 streets, and had strict budget, funding, and scheduling components. The City needed a consultant who could analyze several alternative pavement rehabilitation strategies under a limited construction budget, while still meeting the required project guidelines to obtain funding. Improvements entailed grind and overlay of all streets in both bid packages, with the use of an Asphalt Rubber and Aggregate Membrane (ARAM) interlayer, with localized areas of full-depth remove and replace. Kimley-Horn assisted the City to meet requirements for a grant from the Department of Resources Recycling and Recovery (Cal Recycle) and the Community Development Block Grant (CDBG) federal funding program. Kimley-Horn’s knowledge of new and innovative pavement rehabilitation strategies has helped the City utilize recycled materials and in-place recycling methods, which has brought the City several funding opportunities and millions of dollars in construction cost savings.

**Sierra Avenue, Randall Avenue, Locust Avenue, and Armstrong Road:** Our services included the design of pavement replacement and overlays according to geotechnical recommendations and miscellaneous concrete improvements where adjacent improvements where affected. Sierra Avenue received pavement overlays and shoulder grading. Randall Avenue received ARAM treatment. Locust Avenue and Armstrong Road utilized pulverization to strengthen the existing section while we raised the centerline in certain segments to account for the extra materials. Both streets required coordination from both the City of Fontana and County of San Bernardino. After several meetings and coordination, the project was approved by the County. Kimley-Horn also helped the City save on construction costs.

**Gene Autry Way Improvements, Anaheim, CA**  
Kimley-Horn is completing final design services to improve Gene Autry Way and the west side of State College Boulevard adjacent to the main Angel Stadium ingress/egress point. The project will widen both streets to increase capacity while providing space for bicyclists and facilities for pedestrian circulation. Multiple bio-retention facilities are being provided to comply with SWRCB requirements in north
Proposal for On-Call Engineering Services

PR-RFP-010

City of Pico Rivera

access, and development of as-built plans. This project includes basemaps and striping plans, detailed curb ramp design for ADA-compliant

Kimley-Horn provides on-call traffic engineering on-call services to the City on dozens of projects under multi-year contracts with the City's Planning and Engineering Departments. Services provided include the preparation of parking studies and traffic studies for private development projects, as well as third-party review of parking and traffic studies prepared by others.

**On-Call Traffic and Civil Engineering Services, Industry, CA**
Kimley-Horn has provided on-call traffic and civil engineering services to the City of Industry since 2005. Since initiation, we have been issued more than 50 tasks, focused primarily on improving the transportation system within the City. Tasks entail developing geometric alternatives for major intersection modifications; evaluating access points and presenting various alternatives for modifications at the Puente Hills Mall; attending project meetings on behalf of the City; intersection capacity analysis using Synchro software; and traffic impact analysis, sight distance evaluation, traffic handling design, traffic signal design, signing and striping design, street lighting analysis and design, speed surveys, and peer reviews. Our on-call work is conducted with the City Department of Public Works.

**On-Call Engineering Services, Pomona, CA**
Kimley-Horn was selected through our on-call agreement with the City to provide street rehabilitation services for various streets within the City of Pomona. The general scope of work was to evaluate the suitable pavement rehabilitation methodologies and select the methods that were most suitable for the City's budget. This project also included isolated concrete improvements including, sidewalk, curb and gutter, cross gutters, curb ramps, bus pads, and medians. Some of the pavement rehabilitation methods that were evaluated were cold in-place recycling, conventional asphalt removal and replacement, and cold mill and overlay. Each method was evaluated with conventional asphalt and rubberized asphalt.

**As-Needed Traffic Design Services for Various County Projects, Los Angeles County, CA**
Kimley-Horn provides on-call traffic engineering and plan checking services for the County of Los Angeles, including as-needed traffic operations analysis and services. Among our projects with the County is a Traffic Signal Synchronization Project (TSSP) along Woodruff Avenue. Design includes the upgrade of traffic signal controllers and design of traffic signal modifications to meet current standards at 20 signals along the Woodruff Avenue corridor. We also provided the detailed field review of the existing infrastructure and development of base plans and utility plans per Los Angeles County standards, signing and striping plans, detailed curb ramp design for ADA-compliant access, and development of as-built plans. This project includes coordination between several jurisdictions and the County of Los Angeles to complete design.

**Ocean Park Boulevard Complete Green Streets Project, Santa Monica, CA**
Kimley-Horn provided construction plans, specifications, and cost estimates (PS&E) to complete the design of the Ocean Park Boulevard Complete Green Streets Project. The Kimley-Horn team designed improvements to the Ocean Park Boulevard corridor to provide connections between the neighborhoods on the north and south side of Ocean Park Boulevard and create an inviting environment for residents. In addition, Kimley-Horn designed watershed improvements to help reduce pollutants for urban runoff while also reducing the overall volume of stormwater runoff reaching Santa Monica Bay. Scope of work elements include the addition of three proposed crosswalks and overhead beacons, green bike lane and bike boxes, landscaped medians throughout the length of the project, curb extensions and bio-retention areas strategically placed along Ocean Park Boulevard, permeable paving in areas not within public travelways, traffic calming measures such as landscaped medians, pork-chops and curb extensions, and pedestrian level lighting along the thoroughfare.

**Limonite Avenue Traffic Analysis Between Downey Street and Pedley Road, Jurupa Valley, CA**
Kimley-Horn prepared a traffic analysis study to evaluate the traffic operations along Limonite Avenue between Downey Street and Pedley Road, approximately 3/4-mile in length. The traffic study provided recommended measures to remedy potential deficiencies associated with the corridor and intersections. As part of the study we evaluated the intersection level of service and vehicle queueing, conducted traffic signal warrants and sight distance analysis at unsignalized intersections, discussed neighborhood cut-through traffic, and reviewed accident history along the corridor. Kimley-Horn prepared signing and striping design plans to incorporate the measured exceeds in the study. Also included in the scope of work are traffic signal timing plans for the corridor.

**Pedley Road and Jurupa Road Intersection Analysis, Jurupa Valley, CA**
Kimley-Horn prepared a traffic analysis study to evaluate the operation at the intersection of Pedley Road and Jurupa Road which is currently controlled by an all-way stop. The study will provide recommended measures for any potential deficiencies associated with...
the intersection. Kimley-Horn was retained by the City of Jurupa Valley to analyze the Existing and General Plan Buildout Conditions and to provide recommendations for future improvements at the intersection. The study evaluated the need for a traffic signal, based on the warrant analyses guidance in the California Manual on Uniform Traffic Control Devices (MUTCD). The study also reviewed accident data and queuing at the intersection. Coordination of the at-grade rail crossing improvements with the California Public Utilities Commission (CPUC) and Union Pacific Railroad (UP) is also a part the project tasks.

**Santa Ana Boulevard and 5th Street Protected Bike Lane PS&E, Santa Ana, CA**
Kimley-Horn is providing engineering design services for Santa Ana Boulevard and 5th Street protected bike project in the City of Santa Ana. The project includes two and half miles of protected bike lane facilities along various streets in the City’s downtown area. This project is one of first protected bike lane projects of this magnitude in Orange County. The project consists of bike signals, pedestrian walkway improvements, traffic calming features, ADA improvements, signing and striping, and landscape and irrigation design. The project has involved extensive coordination during the design phase with all stakeholders, including the Orange County Transportation Authority for the OC Streetcar project within the same area. The Kimley-Horn team provided the City with alternatives for the design of the bike lanes to provide more protection for all modes of transportation including vehicular, pedestrian, and public transit.

**Mission Boulevard Bridge Replacement, Riverside, CA**
Working as a major subconsultant, Kimley-Horn is providing preliminary engineering and final design PS&E services for the Riverside County Transportation Department in cooperation with the Cities of Riverside and Jurupa Valley to replace the existing Mission Boulevard Bridge over the Santa Ana River near Mount Rubidoux in Riverside County. Kimley-Horn serves as the primary civil engineer encompassing roadway design, traffic handling, detours, utility relocations, drainage and water quality. The proposed project will widen and re-align the approach roadways, and replace the bridge to address current needs and standards. The replacement bridge will accommodate four lanes of vehicular traffic with dedicated space for pedestrians and bicyclists in accordance with current Federal, State and applicable local geometric standards. The total bridge width and length will be approximately 88 feet and 1,100 feet, respectively.

**Seal Beach Boulevard Street Widening Improvements, Seal Beach, CA**
Kimley-Horn provided design services to add a third southbound through lane between Saint Cloud Drive and Old Ranch Parkway. This project was implemented to conform to the traffic study recommendations for the adjacent 405/605 HOV Connector Project and to match the number of lanes to the south on the freeway overcrossing structure. This was accomplished through shifting and narrowing the existing raised medians and widening the existing east curb between Lampson Avenue and Saint Cloud Drive.

**Firestone Boulevard Improvements, Buena Park, CA**
Kimley-Horn was responsible for the initial planning and final design to widen Firestone Boulevard and improve the intersection at Firestone Boulevard and Beach Boulevard. This intersection is within Caltrans’ right-of-way with the south leg being the terminus for the northbound entrance and exit ramps for the I-5 Freeway. Close coordination for processing and approvals was required with Caltrans District 12 staff. Specific components of work included adding dual left-turn lanes; widening Firestone Boulevard for approximately 900 feet; modifications of the existing traffic signal; a new traffic signal to accommodate a future entrance to a development; storm drain modifications and street lighting upgrades. Kimley-Horn provided the traffic operations analysis, preliminary geometric alternatives, environmental studies support and all final design documents.

**OCTA On-Call Traffic Engineering Services, Orange County, CA**
Kimley-Horn has been providing services to OCTA through an on-call traffic engineering services contract since 2008. The program involves TSSP implementation throughout Orange County and includes multijurisdictional signal timing services to improve travel times and reduce delay.

**Harbor/Lambert Intersection Widening, La Habra, CA**
This project involved the intersection widening at Harbor Boulevard/ Lambert Road to provide additional traffic lanes on all approaches to the intersection. This project constructed dual left-turn lanes on all approaches and right turn lanes on the northbound and southbound approaches. The project also involved traffic signal modifications, signing and striping, catch basin relocations, power pole relocations, construction of sidewalk access ramps, constructing and removing driveways, and utility manhole and valve adjustments.

**On-Call Road, Bridge and Traffic Engineering Services, Orange County, CA**
For more than a decade, Kimley-Horn has been providing the County of Orange – Public Works Department with civil and traffic engineering design services. From roadway improvements and highway design to bicycle/pedestrian facilities and complete streets projects, Kimley-Horn has provided the county with project management, design and planning services. The Kimley-Horn team has worked directly with the County’s in-house staff to provide outstanding as-needed civil engineering support for these projects. Our team recently was selected for another term of the County’s on-call program.

**City of Ventura Systemic Safety Analysis Report (SSAR), Ventura, CA**
Recently, the City of Ventura selected Kimley-Horn to prepare their SSAR. The state-funded Systemic Safety Analysis Report Program (SSARP), established in California in 2016, focuses on addressing systemic safety concerns for pedestrians and bicycles with consideration to vehicles. The overall goal of this project is to provide...
the City with a detailed understanding of high risk locations for collisions that identifies selective countermeasures that will allow the City to plan for future safety improvements for the immediate, mid-range, and long-term. This document will trigger projects that will be well defined for future HSIP grant cycles.

**Water Distribution and Sanitary Sewer System Assessment Group Jobs, San Diego, CA**
Kimley-Horn provided preliminary engineering and design services for the analysis and replacement of sewer and water lines located throughout the City of San Diego due to maintenance issues, accessibility, and the age of the facilities. The areas of analysis are designated as Group Jobs 762, 765, 767, 768, and 745. The total length of sewer designated for replacement was 14.9 miles and the total length of water designated for replacement was 3.0 miles. The initial planning studies involved analysis of the existing system by CCTV and included a hydraulic analysis of the sewers. Constraints for each Group Job including utility conflicts, construction moratoriums, etc. were analyzed. Kimley-Horn prepared final design plans, specifications and cost estimates for the sewer and water line replacements after approval of the planning studies. Kimley-Horn also prepared designs and legal documents for retrofitting existing homes with new on-site sewer lines to eliminate non-standard conditions.

**California State University, Long Beach - Sewer and Storm Drain Replacement, Long Beach, CA**
Kimley-Horn provided civil design services for replacing six damaged sewer lines on the campus. Plans were prepared to show protect-in-place, removal, new construction, and replacement information for the construction of the new sewer lines. It identified sewer inverts, key crossings details, and points of connection. We also provided assistance in determining probable costs for civil engineering items and appropriate specifications. Kimley-Horn also provided civil design services for replacing a damaged storm drain line servicing the fine arts building. The project included coordination with the campus facilities management who had utilized a CCTV camera to locate the section of pipe that was damaged. We provided assistance in determining probable costs for civil engineering items.

**Ontario Ranch Road Bridge**
The Ontario Ranch Road Bridge is a new structure that must be built to span over the Cucamonga Creek Flood Control Channel, in the City of Ontario. An initial design adversely impacted the flood control channel, required removal of the existing bridge, and had substantial staged construction that would have affected traffic on Ontario Ranch Road for the duration of the construction.

Kimley-Horn, under the guidance of Andrew Sanford, developed an off-alignment, 160-foot single span option, that utilized precast girders that could be transported to the site and erected over the channel without the use of falsework. This option reduced impacts to traffic, allowed for the existing bridge to remain in place therefore extending the life of the project, and eliminated the impacts to the flood control channel thereby eliminating the objections that Riverside County Flood Control and Army Corp had with the project.

**Our Team**
When you choose a consultant, you are really choosing the people who offer you the technical expertise, hands-on experience with similar projects, and commitment to a high standard of quality and client service that will make your projects as successful as you have envisioned. Our team is comprised of project management, engineers, and technical staff to provide streamlined design engineering support on a variety of tasks.

Our organizational chart, on the following page, depicts our team and those who will be working on each service. Resumes for each of our key team members will follow the Addenda.

**On-Call Engineering Services, Santa Ana, CA**
Kimley-Horn has been assisting the City of Santa Ana with its on-call program since 2014. The scope of services for the City’s program includes general engineering design services for a variety of projects such as arterial and local streets improvements, bike paths, storm drain, sewer and water improvements, traffic studies, traffic signal, landscape and irrigation systems, grant application writing, surveying, geotechnical investigation, environmental and planning support services, and public parks design. Our team has successfully assisted the City for this program on several task orders.

Kimley-Horn has designed hundreds of roundabouts in California, including one for the City of National City, D Ave., and 12 St. intersection.
Proposal for On-Call
Engineering Services
PR-RFP-010

Project Manager

While we remain responsive to our clients’ dynamic needs by drawing upon a diverse professional staff, we also provide management continuity through the assignment of a client-oriented project manager. Aryo Rad, P.E., QSD/P, will serve as our primary contact with the City, providing overall management and coordination for Kimley-Horn’s on-call services. Aryo will be supported by a team of experienced engineers and subconsultant specialists.

Aryo will coordinate all team members’ efforts and deliverables. Before a project starts, he will conduct a project scoping meeting with all respective team members to brainstorm the project issues. Our team also will conduct a project initiation meeting with the appropriate team members to coordinate the project plan including milestones, deliverables, and current project events. Project coordination meetings will be scheduled depending upon the project duration to make sure the project remains on track with the project plan. Kimley-Horn will review work performed by subconsultants as part of our Quality Control standards.

To enhance our team, we have partnered with specialized subconsultants with whom we have built long-term relationships and delivered successful local projects in Southern California. Our teaming partners, described below, are poised to provide project support services to the City, as needed.

Subconsultants

Hushmand and Associates, Inc.
(Geotechnical Engineering)

HAI is a geotechnical, earthquake, environmental, soils and materials testing, and specialty inspection services firm located in Irvine with over 26 years of successful project experience. This experience includes providing site reconnaissance/feasibility studies, subsurface explorations, laboratory testing, construction quality assurance/compaction control, foundation design, dewatering, slope stability analyses, liquefaction evaluation, seismic studies, material sources evaluation, Phase II and Phase III environmental investigations and remediation evaluations, and post-construction monitoring services.

HAI is registered with the California Department of Industrial Relations (DIR) and System for Award Management (SAM) and is a certified small business by the Federal Government. HAI is also a certified Small Business Enterprise (SBE) with the City of Los Angeles, LA Metro, Metropolitan Water District (MWD), and the State of California Department of General Services (DGS). Our personnel have comprehensive local knowledge of southern California geologic conditions, and have performed numerous projects in southern California in general. With this capability, HAI can simultaneously provide our services on various aspects of the City’s projects, with a complete, packaged, and integrated work product.

OnPoint Land Surveying, Inc. (Survey)

OnPoint offers highly experienced staff that specialize in boundary surveys, design surveys, construction staking, GPS surveys, topographic surveys, parcel maps, tract maps, and records of survey. They utilize both Static and RTK GPS combined with the latest software for processing geospatial data. Robotic total stations ensure that their survey crew supervisors are not tied to one location and can stay mobile to oversee your project.

Paragon Partners, Ltd. (Right-of-Way)

Paragon’s vast experience over the years has included a multitude of highway and road widening, grade separations, bridge rehabilitations, and public infrastructure improvements projects. Our professional staff has provided comprehensive real estate consulting services for a diverse range of public projects, including: Alameda Corridor - East Construction Authority, City of Corona McKinley Street Grade Separation, Los Angeles County Metropolitan Transportation Authority, and the Riverside County Transportation Commission.

Firestone Boulevard Improvements, Buena Park, CA
Kimley-Horn and our team of subconsultant firms have completed numerous projects with services similar to those listed in the City’s RFP. We have been the prime consultant for various public work design projects involving:

- Civil Engineering and Roadway Design
- Transportation Planning and Design
- Transit System Planning and Design
- Traffic Engineering
- Utility Design and Coordination
- Environmental Studies
- Drainage and Watershed Analysis
- Landscape Architecture
- Plan Check Services
- Water Quality and NPDES
- Erosion Control and SWPPP
- Surveying and Mapping
- Geotechnical Engineering Services
- Structural Analysis
- California High Speed Rail Design Support
- Grant Administration
- Community Engagement
- Construction and Bid Support

Our capabilities within the disciplines for which our team is qualified to perform:

Civil Engineering and Roadway Design. Kimley-Horn can meet all your civil engineering and roadway design needs. Since 1967, Kimley-Horn engineers have designed more than 4,000 miles of roadway, including highways, highway interchanges, urban arterials, and neighborhood streets. These projects—performed for state departments of transportation, cities, and counties—have included route/corridor studies, schematic design, maintenance of traffic plans, construction sequencing, and final plans, specifications, and estimates (PS&E). Our in-house staff is equipped to address all aspects of roadway design projects, including pavement rehabilitation, roadway realignment and widening, intersection geometrics, utility relocations, and erosion control. Also, Kimley-Horn’s team has provided municipal agencies with design services for their public facilities such as parks, parking lots, parking structures, libraries, senior and community centers. We have gained extensive experience in dealing with local regulatory and other agencies to secure the permits and approvals necessary for the building and upgrading of municipal facilities.

Green Streets. Green Streets combine multiple elements that allow a roadway to be an extension of the sustainable environment. This method of sustainable roadway design can incorporate stormwater management elements such as permeable pavements, vegetated water quality facilities, and open spaces that reduce runoff and strive to duplicate predevelopment hydrology. Energy reduction technologies, such as LED lighting and traffic signals, can be used. In addition, heat island effects are reduced through the use of reflective pavements and the incorporation of street trees. Green Streets can be designed with “Complete Streets” principles that encourage alternate modes of transportation.

Transportation Planning and Design. Kimley-Horn has assisted numerous local and state agencies in developing transportation plans and programs for both short- and long-term improvements. These and other assignments in transportation planning and network analysis, economics, urban and regional planning, and engineering design have positioned Kimley-Horn as a national leader in the transportation field. The design of transportation facilities is a key area of our professional practice specifically in Southern California.

Safe Routes to School, Traffic Management, and Traffic Calming Design. Kimley-Horn’s team of roadway designers, traffic engineers, and planners know how to design roadways that accommodate a defined volume of through traffic, while serving as safe corridors for business and residential units, school areas, and pedestrian and bicycle usage. All reasonable efforts are made to restore a balance between automobiles and pedestrians. When addressing the functional and aesthetic needs of municipal road corridors, Kimley-Horn’s team emphasizes a wide variety of traffic calming principles, including:

- Narrowed lane widths that serve to slow traffic and reduce the overall street width—while providing safer pedestrian crossings.
- Heavily landscaped medians that reduce the appearance of expansive paving, help slow traffic, lower the number of accidents, and promote pedestrian safety through the provision of median “refuges” at crosswalk locations.
- Raised intersections (or “speed tables”), equal to the elevation of the sidewalk, that redefine the road as a “pedestrian area through which traffic must pass” vs. traditional intersections that are clearly “vehicular spaces through which pedestrians and bicyclists must pass.” Such intersection designs often incorporate special paving designs to further reinforce their presence and importance.
Paving designs, including the use of pre-cast paving systems, or color asphaltic pavement mixes, that help to “announce” intersections or neighborhood gateways, and provide a unique character and quality to the roadway corridor. We also have used special pavement striping patterns to create special areas, thereby reducing vehicle speeds.

Traffic circles (or “roundabouts”) that permit the development of major gateway features, calm through traffic, and in some instances, even improve the flow of traffic.

Being a leader in this field, we understand the various traffic calming techniques and the numerous alternatives available to facilitate traffic calming.

Transit System Planning and Design. Kimley-Horn’s transit experts guide our clients through all phases of a project, from the early planning stages through final design and construction administration. For urban, regional, and statewide transit systems all over the country, we provide comprehensive analysis, planning, and design services such as major investment studies, major route planning, alternatives analysis, line-by-line analyses, on-board surveys, demand modeling, environmental documentation, and comprehensive consensus-building activities. Also, our team of experts has been successfully assisting public transit agencies on their transit planning, bus route design, bus hub and bus shelter design, and other transit related projects.

Traffic Engineering. Kimley-Horn has been an industry leader in traffic engineering for past 52 years and offers complete in-house traffic engineering services in the areas of traffic signal communication and system integration design, intersection lanes configuration design, signing and striping, traffic control plans, construction phasing plans, preparation of traffic impact studies, traffic calming studies, speed zoning studies, safety and operations studies, safe routes to school programs, accident analysis, pedestrian safety programs, parking studies, site access, and general consultation studies in traffic engineering. Our traffic engineering team consists of experts in each discipline of traffic studies, traffic signal design and traffic planning and is equipped with the latest software and hardware to meet your project's goals.

Traffic Signal Design. Signal design and construction is one of the cornerstones of Kimley-Horn’s professional practice. Over the past five decades, we have developed signal systems for thousands of signalized intersections for municipalities and state DOTs nationwide. In addition to comprehensive master planning for traffic signalization, our engineers have designed numerous plans to standardize traffic control systems and provide comprehensive systems communications. Advanced traffic management projects include citywide signal system designs, transportation control centers, and innovative transit and public transportation systems. Each of our systems is designed not only to address current needs, but also to accommodate future growth and advances in technology. Kimley-Horn has participated in an extremely large number of signal system projects throughout the nation. Members of our staff have also assisted several clients during the selection and the administration of various procurement methods, including design-build. We have been responsible for virtually every aspect of traffic systems, including PS&E packages, conceptual designs, operational feasibility, communication architecture, system design, software development, and deployment and implementation plans.

Utility Design and Coordination. Our utility design team has successfully completed sewer and water infrastructure projects for various agencies in Southern California. These projects consist of sewer and water main replacement, realignment, upsizing and capacity increase, master planning, existing system evaluation and maintenance and operational support. Every project is unique and presents its own special design challenges; however, the most frequent challenge we face in local municipal projects is related to existing utilities. The majority of the projects under this category are located in developed areas where utility facilities are currently within the proposed project area and any improvement will generally affect or be affected by the location of the utility facilities. Kimley-Horn believes in drawing all utility lines and features to their true size in our plans to aid in identifying conflicts early in the design phase; potholing potential conflict locations when budgets allow, which gives a better understanding of the locations of the existing lines; and extensive coordination with the various utility companies. We also use 3-Dimensional modeling of utilities to identify potential conflicts in early stages of design. This method has helped us to avoid discrepancies between construction documents and actual field conditions that resulted in cost effective and timely manner execution of projects.

Environmental Studies. Our environmental services team provides complete natural resource regulatory compliance services for public works projects. Our environmental scientists are well versed in all aspects of the development process, from Phase I Environmental Site Assessments to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation to resource agency permitting. They are experienced in taking a project from conception to final build-out, so they are ideal to provide environmental compliance services in support of design and construction engineering. Our team’s environmental services include: CEQA/
NEPA documentation; groundwater protection; environmental audits; environmental compliance; natural resource investigations; stormwater management; and more. Our environmental professionals have provided services for a wide variety of projects, including roadway, transit, transportation planning, green streets, complete streets, land development, storm drain, and water resources.

**Storm Drain Design and Drainage Analysis.** Kimley-Horn’s drainage engineering services include the design of canals; detention basins; culvert crossings; water control structures; diversion structures; pump stations; and more. Representative project areas range in size from one to more than 130,000 acres. Our engineers have been called upon by numerous public agencies and major agricultural, industrial, and residential developers. Our staff has the expertise to conduct preliminary studies and drainage consultation, prepare stormwater management plans, perform watershed and floodplain analysis, prepare storm drain master plans, and coordinate permit applications on behalf of our clients. Sewer Design and Wastewater Services. Kimley-Horn has experience in all phases of project planning, design, and construction management of sewer and wastewater projects. We have a growing list of collection system condition assessment projects including flow monitoring, infiltration and inflow assessments, smoke and dye testing, hydraulic modeling, rehabilitation/replacement recommendation, capital improvement planning, master planning, rate studies, pipe lining, pipe bursting, bypass pumping, trenchless construction, lift station improvements, and odor and corrosion inspection and control.

**Landscape Architecture.** From the revitalization of a popular community park to the design and implementation of a downtown streetscape, Kimley-Horn has successfully planned and implemented scores of landscape architecture projects. We have successfully completed dozens of parks and master plan projects for federal, state, regional, and local government. As metropolitan urban areas continue to grow, urban design, streetscape design, and landscape architecture have become integral components of roadway and transportation system designs and infrastructure improvements in general. Revitalizing commercial districts and providing recreational areas and pedestrian and bicycle facilities in increasingly congested areas are some of the solutions designed by our landscape architects and planners. For our public works projects, we consider drought resistant landscape features and low water usage irrigation systems to help our clients become more successful in meeting their water conservation goals.

**Plan Check Services.** Our team has provided plan checking, peer review and consultant services for various public agencies to assist them with their plan check needs. Kimley-Horn will utilize the City’s in-house plan checklist and plan check documents if available. Kimley-Horn will also supplement the city’s checklist as each project requires with Kimley-Horn’s checklist. Kimley-Horn has developed a step-by-step plan review criterion to ensure every improvement plan is reviewed with a consistent checking process. Each development application is thoroughly reviewed, and the required engineering conditions of approval are prepared to comply with generally sound engineering and construction practice, and applicable City, County, State, and Federal standards, building codes, municipal code, ordinances, grading and drainage requirements.

**Water Quality and NPDES.** Our approach to designing the public works project’s components are to preserve or improve water quality by utilizing latest technology available for Low Impact Development (LID) projects. The project team is very familiar with the Los Angeles County Public Works process for storm drain review, and water quality requirements set by regional water board. In addition, our comprehensive green street knowledge and experience will influence our stormwater design. Our proven green street and LID installations will inspire our design and help us deliver a practical and sustainable stormwater management system to the City.

**Erosion Control and SWPPP.** Kimley-Horn’s professionals have extensive experience in the design of erosion control and water pollution control projects in Southern California and across the country. Our key staff have been responsible for planning and designing erosion control features, scour mitigation measures, flood control channels, and flood proofing of existing structures. Supported by strong technical investigations, the Kimley-Horn team provides design of erosion control features using a wide range of systems and approaches for levees, channels, embankments, and bridge abutments. As part of the engineering plan review or individual environmental documents review, Kimley-Horn’s certified Qualified SWPPP Developer (Q.S.D.) engineers will provide the support to review the project’s environmental
documents including the Water Quality Management Plan (WQMP), Storm Water Pollution Prevention (SWPPP) and Water Pollution Control Plan (WPCP).

Surveying and Mapping. Our team’s expertise in mapping and surveying covers all aspects of field surveying, including boundary, aerial and topographic surveys, as well as preparation of easement plats and parcel maps. We are adept at utilizing GIS systems to integrate project mapping data with spatial information to support the City in project decision making process. Our subconsultant, OnPoint Land Surveying, Inc., brings an extensive surveying capabilities to our team including; review for boundary and Right-of-Way surveys and mapping, final maps, easements, deeds, lot lines adjustments, and other related documents to support the City’s staff.

Structural Analysis. Kimley-Horn’s structural engineering team is capable of providing structural design and analysis for a range of major retaining structures, parking structures, roadway bridges, pedestrian bridges, to minor footings and foundations for traffic signals, roadway signs, and storm drain structures. Our structural engineers have extensive experience working with public agencies and are familiar with Cities’ routine plan check process. This will help the City’s staff to focus more in project management rather than design.

Bridge Replacement/Rehabilitation. As the infrastructure in the US continues to age, it is important to both maintain and replace aging structures. At Kimley-Horn, we understand what constitutes a bridge rehabilitation over a replacement. This saves our clients’ money that can be utilized on other projects that are necessary for their communities. When it is necessary to replace a structure due to its load rating, expected life, foundation deficiencies, or just overall poor condition our team collaborates with the agency staff to understand the needs of the community and projected projects in the area that may affect the requirement of the bridge. This may include the addition of bike paths, wider sidewalks, additional lanes due to increased traffic as a result of projected community growth, and utility requirements. This is important so that the new structure will meet the projected future needs of the community and not require additional action to correct deficiencies shortly after it opens.

Retaining Structures. Not only does Kimley-Horn perform bridge design we also specialize in retaining walls. There are many types of retaining walls that can be utilized that will perform the purpose needed by the city. The difficulty is knowing what retaining solution is best suited for the specific project. This will depend on the condition of the soil; whether the wall is in a cut or fill condition, does it have right-of-way constraints, what is it supporting, and is settlement of the supporting material acceptable? All of these elements and more must be evaluated to determine the suitable walls for your project. Kimley-Horn works with our project geotechnical engineer to identify subsurface challenges that may exist at project locations; with our civil partners to identify challenges with alignments; and our clients to identify visual requirements to identify the most suitable and cost effective retaining structure for our projects. We have designed cantilevered concrete retaining walls, ground anchor walls, soldier pile walls, and MSE walls.

Street Lighting Design. Kimley-Horn has lighting specialists who design and select light fixtures that are functionally appropriate for each project. Appropriate lighting—both aesthetically and functionally—can help to provide clarity of directional cues for autos, service providers, bicyclists, and pedestrians. The appropriate level of lighting in public spaces results in a fixture quantity, enhancing the overall design experience and recommendations and apply the results to the design layout whether it is a new installation or one trying to reuse existing poles and infrastructure. Kimley-Horn is also familiar with converting existing high pressure sodium and metal halide fixtures to energy efficient LED fixtures.

Grant Administration. Our team understands that grant administration is a key element in financial management and ensuring your agency follows through on procurements. It is important that agencies understand and follow the regulations established by the administering agency to ensure compliance as well as eligibility for future funding. We have been providing grant application services to many municipalities in Los Angeles County, and other counties on Southern California. This made us familiar with the latest grant requirements for public works projects such as Safe Routes to School, High Safety Improvement Program, Active Transportation Program and other transportation, water resources and environmental grants. Funding administration involves various steps such as the tracking of all eligible & non-eligible expenditures through the life of the project, providing advisement on programmatic changes and updates, and building the relationships with each agency granting or administering the funding. Our team will provide insight into the procedures required to maintain funding. Further, we have assisted numerous local agencies in developing design and improvement plans and programs that were successful in obtaining funding assistance.

Community Engagement. Community engagement at various points during the project allow participants to participate in the preliminary and final design process. The Kimley-Horn team believes outreach materials including PowerPoint presentations, graphics, exhibits, fact
 sheets, and all materials required for community engagement activities must be created in a meaningful and strategic way. Upon the City’s request, all community engagement activities will be turn-key (set-up/breakdown, materials/supplies, easels, refreshments, presentation materials, etc.), allowing City staff to focus on the issues, not meeting logistics. Kimley-Horn will provide outreach collateral (flyers, press releases) prior to community engagement activities and coordinate with City’s public information officer. In order to optimally engage public stakeholders, the Kimley-Horn team will provide translation headsets and Spanish-speaking engineers at each public informational meeting. Kimley-Horn staff members engaged the public effectively and successfully during the development of many projects in surrounding Cities and we will apply the best elements of that successful outreach approach to the project.

Construction and Bid Support. Our team is equipped with the latest construction management systems, and applications available in the industry. These tools are scalable and customized to best fit the City’s project needs and budget, and to integrate with the City’s way of doing business. From simple, time-tested forms and procedures to the state-of-the-art in construction management and web-based systems, our team will deliver small and large projects on-time and under budget while keeping the City up to date on a “real-time” basis. In addition to receiving the benefit of our design team’s experience, our construction phase personnel can attend pre-construction conferences and regular project meetings, and provide review and approval of submittals, and all other activities required to achieve well-coordinated construction of proposed improvements.

Railroad Engineering Services (California High Speed Rail) Special Trackwork & Trackwork Alignment. The Kimley-Horn team has multi-faceted qualifications for addressing the wide array of needs and complexities related to track design. Our core Kimley-Horn staff most recently completed the design for two miles of double mainline track realignment with shoofly tracks and complex phasing for the Fullerton Grade Separation Project along UPRR’s LA Subdivision and SCRRA’s Riverside Line. The team is currently working with UPRR to begin the construction phase. This same team worked with Metrolink staff in recent years to develop the track realignment concept with shoofly track for the 17th Street Grade Separation Project on the LOSAN Corridor. This involved evaluation of multiple options to address the design and allowable construction work windows in a constrained corridor with a universal crossover.

Railroad Equipment Maintenance Facility Design. The Kimley-Horn team has significant direct experience in leading the planning, design, rehabilitation and construction management of a wide variety of rail maintenance facilities. Our team members have designed transportation facility projects nationwide for a wide range of sizes, site configurations, and functional requirements.

The Kimley-Horn team recently completed the design and construction of the Crenshaw Southwest Yard Maintenance Facility for LA Metro and are currently leading the design of the track, civil, stations, and maintenance facility on East San Fernando Valley, also for LA Metro.

Building Architectural Design. Our team brings extensive experience designing transit facilities for agencies throughout Southern California and the United States, including for high speed rail, commuter/pasenger rail, light rail, streetcar, multimodal station and park-and-ride facilities, maintenance facilities, and BRT systems. Our team members are currently leading the architectural design for the Virgin Trains USA High Speed Rail line transportation facilities in Victorville, CA, and Las Vegas, NV; leading the station design for LA Metro’s East San Fernando Corridor; designing elevated LRT/BRT stations for the Orange Line; and designing the expansion of the Metro Willowbrook/Rosa Parks station currently under construction.

Grade Crossing Design. The Kimley-Horn team approach to grade crossing design considers all elements of crossing design and construction. We adapt SCRRA standard plans to site-specific conditions, respecting SCRRA policies regarding the use of exit gates, pedestrian treatments, channelization of the rail and road approaches and other features. Kimley-Horn develops General Order (GO) 88-B applications required by the CPUC process to obtain approval for modifications to existing crossings. Fundamental to the approach is conducting a comprehensive “field diagnostic” of the crossing with a multidisciplinary “diagnostic team” comprised of all knowledgeable parties of interest (as defined in 23 CFR Section 109, Part 646,204).

CPUC Application Processes. Kimley-Horn has extensive and recent experience working with the CPUC for commuter rail, light rail, heavy rail, and freight operations, including at-grade crossings and grade separations. Our team includes experienced personnel who are very familiar with CPUC processes and requirements and who coordinated recent improvements to the Metrolink system, VTA LRT, the Expo LRT extension in Los Angeles, the BART heavy rail system, UPRR, and the SD&E Railroad (SANDAG Blue Line LRT corridor). Our recent project experience includes the LA Countywide Grade Crossing and Corridor Safety Program, working with CPUC to inventory and analyze safety at 1,500 at-grade crossings across the entire state, and designing rail crossing improvements and traffic signal improvements for the Andersen Drive/Francisco Boulevard intersection in San Rafael as well as for numerous intersections through downtown San Rafael as part of the SMART commuter line. We bring relationships at every level with CPUC, and have a complete understanding of their process to gain approvals, including both GO 88-B Modification approvals and New Crossing Applications.

Development of Design Guidelines, Manuals, and Procedures. Kimley-Horn staff provide a long history of involvement with development of industry design guidelines, manuals, and procedures. Kimley-Horn team members including Brent Ogden and Rachel Vandenberg were involved in the development of the original SCRRA Design Procedures Manual, Project Management Manual, and Design Criteria Manual, as well as the development of design guidelines for
SCRRAs Sealed Corridor initiative under a 2005 grant from the FRA. The Sealed Corridor effort was modeled after the landmark grade crossing improvement program initially developed by the North Carolina DOT. This effort brought consideration for treatments such as long raised medians, use of exit gates, channelization enhancements, and pedestrian treatments to the Metrolink system.

Kimley-Horn staff have decades of experience participating in the development of national standards. We currently have staff members who participate as voting members of the National Committee on Uniform Traffic Control Devices (NCUTCD)—the NCUTCD is the industry group that provides recommended standards and guidance to FHWA which leads to updates to the Manual on Uniform Traffic Control Devices which transmits national requirements and best practices to the industry.

We Know On-Calls
We have successfully provided services to a number of California municipalities through on-call contracts, as illustrated in the map below.
METHODOLOGY AND WORK PLAN

Proven Approach to On-Call Contracts
Kimley-Horn provides on-call services to public agencies statewide and our staff is organized to address the needs of a wide range of projects—from focused transportation planning studies to complete environmental documents and PS&E packages. We know that being on-call means being available to promptly address agency requests as they arise. Our team understands how to work effectively and efficiently on smaller projects with limited scope and budget, and we can quickly compile an in-house team to meet the needs of any project.

Our approach to on-call contracts is based on developing a team-oriented approach to the project review process. Key characteristics that distinguish Kimley-Horn include:

- Rapid mobilization of staff for each agency request, including immediate identification of the key personnel and sub-consultants needed for each project. The availability of in-house planning, environmental and engineering staff provides efficiency and consistent quality of the technical analyses.
- Ongoing communication and consultation to address issues that arise during the project review process. The collaborative process maintains project progress and results in constructible and user-friendly design and legally-defensible documents.
- Commitment of senior level management to the project to provide close coordination with the City, to ensure technical accuracy, and to carefully monitor budget and schedule compliance.
- Responsiveness to any significant issues of concern raised by responsible and regulatory agencies and the public.
- Flexibility to tailor our approach to meet the specific needs of each project and client.

Project Management - Single Point of Contact
We have extensive expertise and experience in all facets of municipal projects and are knowledgeable about federal, state, county, and municipal regulations. Kimley-Horn’s project manager, Aryo Rad, P.E., QSD/P, will serve as the primary point of contact, and will manage the team through the length of the contract. As previously noted, he has nearly 22 years of municipal engineering experience and has managed several projects with various cities in California. His experience includes design, planning, plan checking, and construction of roadways, transportation facilities, streetscape improvements, and underground utilities (water, sewer, and storm drains). Aryo leads the Kimley-Horn team to provide quality design, planning, and construction support services. He will oversee and review the engineering activities including engineering design, studies, investigations, peer review, surveying, and other related activities. He will be available to City staff to use reasonable professional effort for a timely response to service requests, including questions about budgets, invoices, and schedules. As an experienced project manager with work throughout California, Aryo has been responsible for the preparation of project design and bid documents for a broad range of public agency and private development projects. He is supported by staff with a depth of extensive local experience to provide project analysis, technical support, and design reviews.

Effective Communication
Communication between our design team and the City is critical to thoroughly understanding your vision and implementing the innovative and cost-effective solutions that our team is known for. Effective communication begins with listening to the City of Pico Rivera’s ideas, concerns, and goals for its projects. Making certain that our team and your staff are on the same page throughout the course of each project will help avoid or mitigate potential problems or issues that may arise. In our experience, successful techniques include monthly progress development team meetings (PDT) and bi-weekly progress reports, regular conference calls to keep you abreast of critical issues, and ongoing electronic communications among all members of the project team, including e-mail and an internet ftp site dedicated to the project.

Team Organization
Our team organization chart illustrates our team members’ roles and responsibilities, but our firm’s culture has established open and clear lines of communication between our staff. Kimley-Horn principals and management committee members take an active, hands-on role in the firm’s day-to-day operations to see that our corporate commitments are met to our clients’ satisfaction. Because we strive to give clients a better experience, we don’t get bogged down in internal processes like other firms. And we know that problem/task resolution is a critical element of management. Our approach is to “deal with it now” by making good basic decisions and seeking advice, as necessary, without allowing a problem to get out-of-hand due to indecision. Problems require immediate, and often senior staff-level, attention in order to be
effectively addressed - there is no more effective or efficient means of doing so. Our firm also takes a proactive leadership role, where possible. A concerted effort is made to anticipate potential problems or negative impacts to operations and project development before these situations occur. These efforts allow us to make decisions which can preempt difficulties that hinder project development.

Resource Availability
Our unique culture allows us to operate with the soul of a small firm. This benefits our clients such that we can truly customize our services to be tailored to your specific needs, but with the resources of a large firm, should they be needed. We have the resources, both in staffing depth and in financial stability to be thoroughly responsive to your needs while keeping projects under budget and on schedule. To use reasonable professional effort to be responsive to the City’s needs, Kimley-Horn uses a workload forecasting technique to determine staff availability, known as our cast-ahead process, to determine resource requirements by division, office, and region. Our division and regional managers then shift resources and workloads as needed to meet all demand-supply needs. This cast-ahead process enables us to assign the staff and technical resources needed to complete each project on time and to our clients’ satisfaction.

Responsiveness and Cost-Effective Solutions
Responsiveness is much more than proximity or distance from your office to the client’s office. Responsiveness is providing the client with information on short notice. It’s promptly returning phone calls. It’s meeting the client’s needs. And it’s where Kimley-Horn excels. We put our client’s needs first. When you call, we will be there. Our senior regional leaders are aware of the City’s needs and have made a commitment to programming our firm’s resources to give your projects a high priority. We strongly believe that Kimley-Horn’s continuing success rests on the strengths of its day-to-day management, vision for the firm, emphasis on quality, and responsiveness to you, our client.

We have worked with multiple public agencies on their on-call programs, so we understand importance of providing cost effective solutions in the early stages of design for the City’s future projects. Over the last 52 years, the Kimley-Horn team has a proven record of performing on time and within budget. The key to our success in this area is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule.

Project Cost Control
The Kimley-Horn team has an excellent track record of completing projects within or very close to established budgets. The ability to control project costs throughout the progress of work is the result of a strong commitment to do so, a thorough understanding of the project, and incorporation of this understanding into project design drawings. The ability to control costs requires many of the same actions and attitudes. Strong communications and use of experienced personnel are two effective cost control mechanisms. Other critical elements play a key role in meeting schedules and controlling costs:

- It is essential to develop a clear understanding of the project scope early in the process. A project budget is only as good as the clarity of the underlying scope. Be realistic from day one.
- The project team must be well-organized and exhibit good teamwork. Good communication is essential. A breakdown in communication can easily result in a failure in project control.

These fundamental principles apply to the entire project team and the design team’s internal work effort. The strongest proof of Kimley-Horn’s ability to meet schedules and manage project costs is our high percentage of repeat clients, approximately 90%.

Our Commitment to Quality
At Kimley-Horn, quality is essential to all phases of a project life-cycle, including inception, planning, design, construction, and operations. Kimley-Horn measures the success of our quality by the following metrics:

- Client satisfaction
- Limited construction change orders
- Construction costs near our engineers’ opinion of costs
- Project delivery within schedule and budget to achieve the above metrics, we actively implement our firm wide QC/QA policies and procedures on all of our projects.
- Quality of Scope and Schedule: Quality starts with a mutual understanding of project goals and deliverables. Our team includes technical experts who provide senior-level review of the scope of work, budget, and schedule before they are presented to the client.
- Quality of Planning and Preliminary Engineering: We listen and tailor our project to the requirements of the end user. Where applicable, we coordinate closely with the ultimate user throughout the life of the project. Our teams emphasize consensus building with the key project stakeholders early, to aid in development of the basis of the design. We utilize proven tools to help communicate and visually represent the end product, such as visual simulations, operational
modeling software, material boards, and architectural renderings.

- **Design Quality:** The true test of the quality of a design occurs during construction of the project. Anything missing from the design or ambiguity on the plans or in the specifications is found by the contractor. Our goal is to minimize construction changes through a thorough and complete QC/QA process prior to and during the design. Kimley-Horn’s quality control starts with experienced, proficient professionals who know how to implement innovative, cost-saving ideas and employ project management practices that have proven to be successful. Key parts of quality control during the design process are field visits and site knowledge, understanding of regulatory and funding requirements, and technical knowledge.

- **Project Construction Bids:** Kimley-Horn’s quality control measures focus closely on construction estimates. Our team has extensive resources and recent experience that we combine with unit prices taken from recent similar projects to create our engineer’s opinion of probable construction cost. The quality and accuracy of our estimates is the result of our early efforts to define basis of design assumptions and identify technical methods. Reviews by senior technical staff help ensure the quality of the estimate. We are proud of our success rate—our recently bid projects have consistently come in at or slightly below the engineer’s estimate.

- **QC/QA Implementation:** The QC/QA plan that Kimley-Horn and its team members will follow in the execution of services prepared under this contract is currently being utilized successfully on our other local public contracts and includes the following six key elements:

  - **Structure:** Each QC/QA plan includes a project manager (responsible for the overall quality of the project), technical managers (engineers responsible for discipline design development), and a QC/QA manager (responsible for verifying that the QC/QA plan is being implemented and followed).

  - **Procedures:** Intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to ensure that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review that ensures changes to the documents are completed in the original documents (performed by the designer); and finally, a review that ensures changes to the documents are completed accurately (performed by the checker).

  - **Inter-Disciplinary Reviews:** Inter-disciplinary reviews and coordination are performed throughout the project and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comments on the interaction of the overall project elements.

- **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a quality assurance audit after completion of the checking and review process and prior to the submittal of any document or deliverable.

- **Deliverables and Document Control:** The project manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.

- **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process.

**KIMLEY-HORN QUALITY CONTROL IS**

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**Key Factors for Successful Project Delivery**

- **Strong Relationships:** The Kimley-Horn team has developed relationships and trust with key decision makers at LA Metro, Los Angeles County, SCAG, Caltrans, utility agencies and local Cities which allow us to effectively communicate and build project consensus in a timely manner. In addition, we have long standing working relationships with our team members, and know how to work collaboratively as a team.

- **Involvement in Project Development:** For successful project delivery, it is critical that scopes are clearly defined to help ensure both the City and Kimley-Horn project managers have the same project understanding and expectations at the start of a project. We strive to be on the same page with the agency project manager regarding expectations of work included in the project scope, including deliverables and schedule, before we submit our fee proposal.
• **Project Management Structure:** The project manager for each project is responsible for providing exceptional, proactive client service by maintaining overall control of the project delivery; managing the flow of information both internal to the project team and with the agency and key stakeholders; managing integration of our team members; maintaining adherence to budget and schedule; and being responsible for the quality control of final deliverables. Our project managers utilize a proven set of project control tools to proactively manage schedule, costs, resource needs, and minimize risks. The extensive management and design experience of our project managers will ensure that the Kimley-Horn team will be able to deliver the various types and sizes of projects likely to arise from this on-call contract.

• **Project Delivery Team Structure:** Our project-specific teams are structured to meet the complexities of the project and requirements of the scope and schedule. As we have established on our other local projects, each of our projects has a dedicated core team, who provide consistency from project initiation to closeout. In addition, we staff our projects from a pool of resources with specialty skills and technical abilities required by the project. Our position as a mid-sized firm contributes to our comfort with multi-disciplinary work. In larger firms, staff members might be expected to specialize in narrow discipline areas, while staff at smaller firms may not have experience required by large, multi-discipline projects.

• **Budget, Scope, and Schedule Adherence:** For each project, our project managers develop and execute a work plan which includes project scope, budget, and schedule to help ensure that the overall delivery of the project remains consistent with the expectations of the agency and stakeholders. Our advance work planning and constant coordination with key stakeholders has allowed us to deliver projects in short time frames using innovative methods.

• **Project Ownership:** Our project managers are successful because they are passionate about delivering key projects for their clients. Our people take pride in successful implementation and delivery.

**COST PROPOSAL**

Our schedule of hourly labor rates is submitted in a separate, sealed envelope.

**Company Information**

Kimley-Horn is a privately held corporation, fully owned by over 350 individuals who are current employees of the firm. Kimley-Horn is divided into seven geographic regions. Each region is managed by a team of representatives from production, marketing, administration, and practice building. Setting overall direction and policy is the firmwide management committee — also composed of representatives from production, marketing, administration, and practice building — which assists the regional teams, as needed.

The primary responsibility of the regional teams and management committee is to provide support to our project managers, who are responsible for every facet of a project from beginning to end — contracting, planning, scheduling, quality control, cost control, and client support and service. Below is our organizational structure.

**The locations from which the work for this contract will be managed will be out of our Los Angeles, Orange, and Riverside offices.**

**Contact Person:**

Aryo Rad, P.E., QSD/P, Project Manager/Associate 765 The City Drive, Suite 200 Orange, CA 92868 714.786.6340 aryo.rad@kimley-horn.com

**Parent Company:**

Kimley-Horn and Associates, Inc. is a wholly owned subsidiary of Associates Group Services, Inc.(AGS), who in turn is a wholly owned subsidiary of APHC, Inc.


Legal Formation of Company: Corporation (incorporated February 10, 1967)

**Sub-Consultants**

1. Hushmand and Associates, Inc. Ben Hushmand, Ph.D., P.E., President, Principal Engineer 250 Goddard Irvine, CA 92618 949.777.1266

2. OnPoint Land Surveying, Inc. Anthony D. Smith, PE, PLS, Administrative Survey Manager, Principal 1910 Orange Tree Lane, Suite 344 Redlands, CA 92374 tsmith@onpointlandsurveying.com 909.792.2221

3. Paragon Partners, Ltd. Mark Mendoza, MRED 5762 Bolsa Avenue, Suite 201 Huntington Beach, CA 92649 714.379.3376

This proposal will be signed by Darren Adrian, P.E., Vice President, an official authorized to bind the company, and shall be valid for (90) days.
Client References
Kimley-Horn is proud of our working relationship with our clients, and believe much of our success during the past 52 years is directly related to our efforts in performing high-quality, timely services. We are very proud of our dedication to proactive communication and client service. We have provided four references below for Kimley-Horn projects that took place within the past five years—we invite you to contact our clients and talk to them about our work history, quality of service, and if they would again select us for similar services.

Ramona Boulevard at Valley Boulevard Intersection Improvements; Ramona Boulevard Resurfacing, El Monte, CA
Jimmy Chung
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
626.580.2087
jchung@elmnteca.gov
Construction Cost: $2.5M
Status: Under Construction

On-Call Pavement Rehabilitation/Utility Design, Fontana, CA
Keith Kramer
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
909.350.6644
kkramer@fontana.org
Construction Cost: Various per task order
Status: Ongoing

On-Call Engineering Services, Santa Ana, CA
Jason Gabriel
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92702
714.647.5664
jgabriel@santa-ana.org
Construction Cost: Various per task order
Status: Ongoing

Traffic and Civil Engineering On-Call, City of Industry, CA
Alex Gonzalez
City of Industry
15625 East Stafford Street
City of Industry, CA 91744
626.333.2211
alex@cityofindustry.org
Construction Cost: Various per task order
Status: Ongoing

On-Call Civil Engineering Design Consulting Services & Preparation of Temporary Traffic Control Plans, Santa Monica, CA
Curtis Castle
City of Santa Monica
1685 Main St,
Santa Monica, CA 90401
310.458.8234
curtis.castle@smgov.net
Construction Cost: Various per task order
Status: Ongoing
CONTRACT EXCEPTIONS

It is Kimley-Horn understanding, based on the City’s response to our question submitted to the City that was included in the posted Q&A, that the City may find the following proposed exceptions acceptable. As such, Kimley-Horn formally submits the following modifications to the City for consideration.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

The standard of care in California is well defined for professional services. Reference to “highest” is subjective and undefined. Professional liability insurance only covers negligence, which is the failure to meet the “standard of care”, the word, “highest” creates a heightened “standard” of care that is not the “standard” and therefore not insurable.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. In no event shall the cost to defend charged to the Consultant exceed the Consultant’s proportionate percentage of fault.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. In no event shall the cost to defend charged to the Consultant exceed the Consultant’s proportionate percentage of fault.

The modifications in sections 15.2 and 15.5 bring the terms in line with the limitations set by CA Civil Code 2782.8.
# Proposal for On-Call Engineering Services

## Proposal for On-Call PR-RFP-010 Engineering Services

City of Pico Rivera

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Umbrella Follows Form with respects to General, Automobile Liability & Workers Compensation.

## Certificate of Liability Insurance

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

**Client#: 25320**

**KIMLHORN**

**Date**: 3/25/2019

**ACORD**

**TM**

**CERTIFICATE OF LIABILITY INSURANCE**

**This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

**Producer**

Greynling Ins. Brokerage/EPIC

3780 Mansell Road, Suite 370

Alpharetta, GA 30022

**Contact**

Jerry Noyola

PHONE (A/C, No. Ext): 770-552-4225

TAX (A/C, No): 866-550-4082

E-MAIL: jerry.noyola@greyling.com

**Insured**

Kimley-Horn and Associates, Inc.

421 Fayetteville Street, Suite 600

Raleigh, NC 27601

**Coverages**

**Certificate Number:** 19-20

**Revision Number:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**Type**

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**Description of Operations/Location/Vehicles**

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative**

Jerry Noyola

**Certificate Holder Cancellation**

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APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Darren J. Adrian Vice President
Name of Authorized Representative Title of Authorized Representative
APPENDIX C
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Name (Please Print or Type)

By: ___________________________ Darren J. Adrian Consultant’s Signature

Date: ___________________________
December 11, 2019

This executed form must be submitted with Scope of Work proposal.
APPENDIX D
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:                 

By: ____________________________
(Authorized Signature) 

Type Name: Darren J. Adrian 
Title: Vice President 
Date: December 11, 2019
Date: November 20, 2019

To: Prospective Consultants

SUBJECT: ADDENDUM NO.1
REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING SERVICES

This addendum is issued to modify the original Request for Proposal posted on November 15, 2019. The consultant shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the consultant to disqualification.

This addendum consists of six pages:

(1) Add California High Speed Rail Task to Section 4 of the Scope of Services.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the Proposal.

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

[Signature]
Consultant’s Acknowledgement 12-11-19 Date

Monica Heredia, P.E.
Deputy Director of Public Works/City Engineer

MH:KG:lg
Proposal for On-Call Engineering Services
PR-RFP-010

Aryo Rad, P.E., QSD
Project Manager

As mentioned earlier, Aryo has 22 years of civil engineering and construction management experience related to municipal and public facilities. His range of experience includes engineering work in planning, design, bidding, and construction of municipal infrastructures such as roadway, storm drains, utilities, and transportation projects in Southern California. Aryo has extensive experience working in various cities in Los Angeles, Orange, San Bernardino and Riverside Counties. He has led complex, multidisciplinary public works projects with a track record of successful implementation. Aryo has experience in working with public works, community development, and planning departments for more than 20 municipalities in Southern California and assisting them with their federally or locally funded capital improvement and special projects. Aryo is familiar with the challenges the City of Pico Rivera faces for its projects, through his past working experience on public works projects in the City as well as surrounding Cities including Montebello, El Monte, Baldwin Park, Whittier, Downey, Rosemead, Temple City, and City of Industry. His expertise in developing and implementing creative, cost-effective, and sustainable solutions for municipal infrastructure projects is directly applicable to the improvements proposed for this on-call contract.

Relevant Experience

- **On-Call Engineering Services, Baldwin Park, CA** – Aryo worked with the City of Baldwin Park in 2015 and 2016 on the City’s On-Call Engineering program. He managed and designed roadway, transportation, safe routes to school, transit, and other projects for the City. Aryo assisted City staff on various engineering, plan checking, and design tasks. Projects that Aryo was involved in include: Safe Routes to School, San Gabriel River and Walnut Creek Class I Bike Facility, Frazier Street Pedestrian and Bike Safety, Citywide Bus Shelter Design, Pavement Management System, and Maine Avenue Air Quality Analysis.

- **Ramona Boulevard and Valley Boulevard Intersection Improvement, El Monte, CA** – Aryo is currently working as project manager for the City of El Monte’s intersection improvement project. The project involves major widening for a five-leg intersection that operates as the main hub for the City. The intersection will be converted to a four-leg intersection to increase traffic safety and enhance vehicular and pedestrian movements. The scope of work for the project consisted of surveying, geotechnical investigation, pavement design, environmental studies (CEQA and Phase I Site Assessment), Right-of-Way acquisition, traffic studies, traffic signal design, street lighting, active transportation, and construction bid documents for the project.

- **Rosemead Boulevard and Mines Avenue Intersection Improvement, Pico Rivera, CA** – Aryo was the project manager for the project and led the project through design and construction phases. The main project goals were traffic calming with adding bulbouts to Mines Avenue as well as traffic signal upgrades, street beautification, and pavement rehabilitation. Aryo’s services included: street improvement, pedestrian safety improvement, highway safety improvement, bulb-outs, new traffic signal, drainage analysis, ADA improvement, landscaping, and signing and striping.

- **Gene Autry Way Improvements, Anaheim, CA** – Aryo is currently assisting Kimley-Horn’s team in completing the final design to improve Gene Autry Way and the west side of State College Boulevard adjacent to the main Angel Stadium ingress/egress point. The project will widen both streets to increase capacity while providing space for bicyclists and facilities for pedestrian circulation. Multiple bio retention facilities are being provided to comply with SWRCB requirements. The project also includes right-of-way acquisition, necessary modifications to adjacent properties, utility relocations, traffic signals, lighting, and special considerations related to Angel Stadium event traffic.
Resume Continued...

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- **Pavement Management System, Montebello, CA** – Aryo was the project manager responsible for citywide pavement condition evaluation and analysis. The project included field surveys, street pavement condition index evaluation, utilizing ArcGIS and MicroPaver for pavement analysis and pavement rehabilitation recommendations, and capital improvement projects planning.

- **Various Street Improvement, La Puente, CA** – Aryo worked as project engineer for the City’s street improvement projects for various streets including Amar Road, Del Valle Avenue, and Inyo Street. The scope of work entailed street improvement, pavement rehabilitation, concrete improvement, ADA upgrade, utility adjustment, and signing and striping. Aryo prepared the construction package consisting of plans, specifications, and cost estimate for these projects and assisted in bid process and construction management.

- **On-Call Consulting Support for Public Works, Development Services, Anaheim, CA** – Aryo was the project manager and senior plan checker for Development Services Division’s On-Call consulting services from 2013 to 2016. Aryo worked directly with the City staff on various plan checking tasks including commercial, industrial, and residential projects. Plan checking scope of services included reviewing grading, site improvements, utilities, storm drain, hydrology and hydraulic studies, ADA improvements, and offsite works such as street improvements.

- **SR 60 and Redlands Blvd Interchange Ramps Improvements, Moreno Valley, CA** – Aryo was project manager and design engineer for the preparation of design documents for the project. Specific services included widening and geometry design of the on- and off-ramps, traffic analysis, traffic signal design, hydrology analysis, storm drain design, traffic control and construction staging, signing and striping, and grading. Extensive coordination with Caltrans was required during design and construction.

- **Sewer and Water Main Replacement, Manhattan Beach, CA** – Aryo was the project manager and lead design engineer for the preparation of plans, specifications, and cost estimates for the City's sewer and water main replacement projects. The project was for sewer and water main realignment/replacement and connection to the City’s existing systems. The project included water main replacement in five different streets and sewer main replacement in 18 locations. Sewer main rehabilitation included spot repairs of existing sewer pipes with structural deficiencies as well. The scope of services for the project included aerial and ground surveying, utility research and utility coordination, pavement rehabilitation, sewer main realignment, sewer main spot repairs, water main replacement/ realignment, local drainage improvement, and construction support. The scope of design was completed on time and within budget.

Resume Continued...

- **Fairmont Boulevard Widening, Anaheim, CA** – Aryo was the principal design engineer responsible for the preparation of plans, cost...
estimates, hydrology study, and project study report for approximately one mile of arterial roadway from Santa Ana Canyon Road to Canyon Rim Road. The project widened Fairmont Boulevard from one lane in each direction to two lanes while improving other street features such as landscaping. The design considered sustainable measures such as green street design for the street. Specific work included geotechnical investigation, detailed field observations, aerial and field surveys, conceptual plans, cost estimates, and project study report for improvements of the street. The project also included conceptual design for landscaped median islands for arterial roadway.

• **County of San Bernardino Human Service Department, Redlands, CA** – Aryo was the project manager for the County of San Bernardino Human Service Department facility in the City of Redlands. The project consisted of 50,000 square feet of building on four acres of land. The scope of services included site layout design, grading, hydrology and hydraulic analysis, water quality and low impact development, bio-swale design, roadway widening, right-of-way engineering and mitigations, ADA improvements, SWPPP, landscaping and irrigation, signing and striping, traffic control, and parking lot lighting. Design and construction were done in time and with minimal change orders.

• **Cliffwood Industrial Street Rehabilitation; Alley Rehabilitation and Water Main Replacement Projects, Brea, CA** – Aryo was the project manager and project designer for various industrial streets and alley improvement and water main replacements in the City of Brea. The project tasks included street improvements, pavement reconstruction, ADA improvements, retaining structures, street striping and signing, and water main realignment/replacement.

• **Various Street Improvement, Lynwood, CA** – Aryo was the project manager responsible for preparation of design package and construction support for various street improvement projects in the City of Lynwood. The project involved several streets throughout the City with major roadway rehabilitation and streetscape improvements. New traffic calming measure such as median islands and bulb-outs with landscaping features were proposed for the projects. Specific work included field surveying, street geometry design, traffic calming, pedestrian safety improvement, ADA improvement, pavement rehabilitation, landscaping, new irrigation, and signing and striping.
Darren Adrian, P.E.
Principal-in-Charge

Darren has nearly 28 years of civil engineering experience related to the planning, design, and construction of transportation facilities. His primary emphasis has been in the area of roadway planning and final design associated with highways and streets including interchanges, at-grade intersections, railway grade separations, road widening, and rehabilitation. Darren additionally has a superior project management track record. This, combined with his technical knowledge and skill, has earned Darren great respect not only among his various clients around the Southland, but also his peers.

Relevant Experience
- Azusa Avenue/Amar Road Intersection Improvements, West Covina, CA – Project Manager
- On-Call Engineering Services, Anaheim, CA – Project Manager
- Gene Autry Way Widening, Anaheim, CA – Principal-in-Charge
- On-Call Engineering Services, Santa Ana, CA – Project Director
- East Coast Highway Signal Rehabilitation Design, Newport Beach, CA – Project Director
- OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA – Project Manager
- San Joaquin Hills Transportation Corridor, Orange County, CA – Project Engineer
- On-Call Civil Engineering Services (2008), Long Beach, CA – Project Manager
- I-405/Cherry Avenue Interchange Ramp Improvements, Long Beach, CA – Project Manager
- Firestone Boulevard Improvements, Buena Park, CA – Project Manager
- Auto Center Drive Traffic Signal and Median Design, Buena Park, CA – Project Director
- Prospectors Road Street Rehabilitation Project, Diamond Bar, CA – Project Manager
- On-Call Traffic and Civil Engineering Services, City of Industry, CA – Project Director
- Expo Metro Line Construction Authority, Design of LRT Phase 2, Los Angeles, CA – Project Manager
- Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA – QC/QA Reviewer
Frank Hoffman, P.E.
QC/QA Lead

Frank is a senior highway engineer with more than 30 years of diverse experience in civil design and construction management for both public and private sector clients. Frank has worked on various projects involving roadway design and improvement, utility design, water resources, drainage design, airport construction, private and commercial development, and more. His responsibilities include project management, work plan preparation, cost estimating, contractor selection, scheduling and oversight, design specification development, resource allocation, technical and final report preparation and review, quality control, troubleshooting, negotiation/approval of field changes, and client relations.

Relevant Experience

- La Habra Harbor/Lambert Intersection Widening, La Habra, CA – QC/QA Reviewer
- SR 138 PA&ED, North Los Angeles County, CA – Project Engineer
- Expo Metro Line Construction Authority, Design of LRT Phase 2, Los Angeles, CA – Project Engineer
- Mulholland Highway Scenic Corridor, Calabasas, CA – QC/QA Reviewer
- On-Call Program/Project Management Services for Measure R Highway Equity Program, Lancaster, CA – Project Engineer
- Sunset Avenue Railroad Grade Separation at I-10 PS&E, Banning, CA – QC/QA Reviewer
- I-10 Banning Bypass, Riverside County, CA – Project Engineer
- Gonsalves Avenue Extension, Marine Corps Air Station (MCAS), Miramar-San Diego, CA – QC/QA Reviewer
- Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA – QC/QA Reviewer
- I-5 North Coast - PA/ED and PS&E, San Diego, CA – QC/QA Reviewer
- SANDAG, Bus On Shoulder (BOS) Bus Rapid Transit (BRT) Demonstration, San Diego, CA – Project Engineer
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – Project Engineer
- I-880 Express Lanes, Oakland, CA – Project Engineer
- Bailey Road PSR/PDS, Bailey Road/SR 4 Interchange PID, Contra Costa County, CA – Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, Fachhochschule Rheinland-Pfalz
- Professional Engineer in California #61839
Jean has nearly 30 years of professional experience in the fields of traffic and transportation engineering, including traffic signal design (over 2,000 locations), interconnect design, and signal system design (over 2,500 locations), traffic operations, signing and striping plans, and traffic control plans. In addition to signal design and corridor signal operations, Jean has managed Kimley-Horn’s contracts to provide traffic engineering services to the cities of Santa Clarita, Downey, Agoura Hills, Glendale, Burbank, Palmdale, the County of Los Angeles, and Caltrans.

**Relevant Experience**

- Gene Autry Way Widening, Anaheim, CA – QC/QA
- SR 91/La Palma Smart Corridor Implementation Plan, Anaheim, CA – Project Engineer
- Weir Canyon Road Communication and Surveillance System, Anaheim, CA – Project Manager
- ITS Master Plan, Anaheim, CA – Project Engineer
- Harbor Boulevard TSM Improvement Study, Fullerton, CA – Project Engineer
- OCTA, Traffic Signal Synchronization Master Plan, Orange, CA – Project Manager
- Street Lighting Improvements in Old Towne District, Orange, CA – Project Engineer
- SR 55/Dyer Surveillance and Communication System, Santa Ana, CA – Project Engineer
- Traffic Signal Coordination and Design Improvements, Costa Mesa, CA – Project Engineer
- 17th Street Transportation Systems Management Project, Costa Mesa, CA – Project Engineer
- I-405/Jamboree Road Interchange Signals, Irvine, CA – Project Manager
- On-Call Professional Traffic Engineering Services, Newport Beach, CA – QC/QA
- On-Call Traffic Engineering, Long Beach, CA – Project Manager
- On-Call Traffic and Civil Engineering Services, Industry, CA – QC/QA
- On-Call Traffic Engineering Services, Downey, CA – Project Manager
- Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA – Principal-in-Charge
Kevin Thomas, CEP, Env-SP
QC/QA Lead

Kevin has more than 30 years of experience in the environmental compliance and permitting of major infrastructure and land development projects. He has managed and prepared numerous Environmental and Planning studies for public and private sector clients under CEQA and NEPA, specializing in the strategic guidance, preparation, and peer review of CEQA/NEPA documents and regulatory permitting programs. Kevin has managed a wide range of environmental planning projects, including environmental documents for major infrastructure and land development projects, air quality and noise studies, community participation programs, highly controversial hillside development projects, state-of-the-art visual analyses, facility siting and due diligence studies, and technical support for the California Energy Commission, California Public Utilities Commission and California Coastal Commission permitting processes. He draws on his broad background and understanding of environmental constraints to provide technical and CEQA compliance review and environmental documentation, in addition to research, analysis, and writing. Key industry roles provided him with unique insight into current CEQA/NEPA case law, professional practice, and regulatory programs affecting the CEQA/NEPA defensibility and project success.

Relevant Experience
• Riverside County TLMA, On-Call Environmental Services, Riverside County, CA — Project Manager
• Contract Planning Services, Menifee, CA — Principal-in-Charge
• Contract Planning Services, Riverside County, CA — Principal-in-Charge
• On-Call Planning Services, Fontana, CA — Principal-in-Charge
• On-Call Planning Services, San Bernardino, CA — Principal-in-Charge
• Jackson Avenue Extension and Bridge Project IS/MND, City of Murrieta — Project Manager
• Murrieta 25 Grading Project IS/MND, City of Murrieta — Project Manager
• Murrieta 18 Office Campus IS/MND (peer review), City of Murrieta — Project Manager
• Los Alamos/I-215 Interchange Improvements CE/CE, City of Murrieta and Caltrans — Project Manager
• County of Riverside General Plan Update and Program EIR, County of Riverside — Project Manager
• Wine Country Community Plan Program EIR, County of Riverside — Project Manager
Othman Elmezian, P.E.

Civil Engineering and Transportation Lead

Othman has experience in both the Municipal Roadway and Traffic practice, and has been involved in roadway design, traffic signals, and traffic control. Othman is proficient in a variety of software packages such as AutoCAD, AutoCAD Civil 3D, MicroStation, and Adobe Illustrator.

Relevant Experience

- City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA – Project Engineer
- City of National City, El Toyon / Las Palmas Bike Corridor Final Design ATP, National City, CA – Project Engineer
- City of Carlsbad Trail Crossings, Carlsbad, CA – Project Engineer
- City of Escondido, Escondido Transit Center Active Transportation Connections, Escondido, CA – Project Engineer
- City of National City, Paradise Creek Restoration, National City, CA – Project Engineer
- City of San Diego, I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services (CPS), San Diego, CA – Project Engineer
- City of National City, Euclid Avenue Pedestrian & Bicycle Enhancements, National City, CA – Analyst
- City of Santa Ana, Warner Ave Street Improvements (Oak Street to Wright Street), Santa Ana, CA – Analyst
- SANDAG, South Bay Bus Rapid Transit (BRT) East Palomar Street Segment Final Design, San Diego, CA – Analyst
- City of National City, A Avenue Green Street (including Kimball Park), National City, CA – Analyst
- City of National City, D Avenue and 12th Street Roundabout (Safe Routes to School), National City, CA – Analyst
- City of National City, Community Corridors, National City, CA – Analyst
- City of La Mesa, Willow Street Bridge Replacement Phase 2, La Mesa, CA – Analyst
- SANDAG, South Bay Bus Rapid Transit (BRT) Otay Mesa Intermodal Transit Center (ITC) Final Design, Otay Mesa – San Diego, CA – Analyst
- SANDAG, Mid-Coast - 100% Final Design Phase, San Diego, CA – Analyst
- SANDAG, Broadway Corridor/BRT Station Engineering and Environmental Compliance (CEQA), San Diego, CA – Analyst

Professional Credentials

- Bachelor of Civil Engineering, Economics, San Diego State University
- Professional Engineer in California #90328
- American Society of Civil Engineers (ASCE), Member
Sam McWhorter, P.E.

Sam has 20 years of experience on a variety of complex civil engineering water works and waste water projects. His experience includes designing and managing projects involving public civil engineering infrastructure including parks, parking lots, streets, water and wastewater, stormwater, as well as hydrology and hydraulics. His experience includes designing and managing projects involving grading, paving, access, utilities, drainage, storm-water and rainwater harvesting and master planning. He has worked on a wide variety of public works projects for local cities and agencies.

Relevant Experience
- Civic Center Drive Extension, Elementary Sports Field, Skate Park, Poway, CA – Project Manager
- Safari Park Wastewater Treatment Plan Expansion, San Diego, CA – Project Manager
- Main Street Bridge, Temecula, CA – Project Manager
- Mule Hill Historic Trail, Escondido, CA – Project Engineer
- Chula Vista Bayfront Master Plan, Chula Vista, CA – Project Engineer
- Mid-Coast Light Rail Transit - 100% Final Design Phase, San Diego, CA – Project Engineer
- Poinsettia Lane Reclaimed Water Line and Pressure Reducing Facility, Carlsbad, CA – Project Engineer
- Otay Mesa Drainage Master Plan, San Diego, CA – Project Engineer
- City of San Diego Genesee Pipelines, San Diego, CA – Project Engineer
- Kimball Park Expansion, National City, CA – Project Engineer
- San Elijo Water Utilities and Sewer Siphon, San Elijo Lagoon, CA – Project Engineer
- San Diego Airport Storm-Water Pump Station, San Diego, CA – Project Engineer
- Mission Avenue Streetscape, Oceanside, CA – Project Engineer
- Escondido Transit Center Access Improvements, Escondido, CA – Project Engineer
- Otay Valley Regional Park Trails Feasibility Study, Chula Vista, CA – Project Engineer
- Cedar Street/8th Avenue Waterline Replacements, San Diego, CA – Project Engineer
Proposal for On-Call
Engineering Services
PR-RFP-010

Rich Lucera, P.E., QSD/P
Water Quality Lead

Rich is a recognized industry leader with 27 years of experience in the fields of civil engineering, stormwater design, and water quality analysis. He brings specialized expertise with hydrology/hydraulics, BMP design and construction, drainage infrastructure, stormwater permit compliance, feasibility studies, plan checking, and third-party review gained from successful projects completed for numerous California municipalities, counties, schools, Caltrans, private developers, and the U.S. Navy. Rich has served as a guest lecturer at Cal Poly Pomona, UC Berkeley, University of Minnesota, and San Diego State University. He is a regular presenter at local, regional, and national conferences, such as Stormcon, CASQA, and the Floodplain Managers Association Conference, and his work has been published by Stormwater magazine, the American Association of State Highway and Transportation Officials (AASHTO), and the National Academy of Sciences Transportation Research Board (TRB).

Relevant Experience
- Catalina Water System Rehabilitation, Catalina Island, CA – Independent Technical Review
- Kit Carson Creek Panhandle Drainage Stabilizations, Escondido, CA – Project Manager
- Tamarack, Park & Monroe Storm Drain Improvements, Carlsbad, CA – Project Manager
- Hale Avenue Resource Recovery Facility BMP Retrofit Design, Escondido, CA – Project Manager
- Spruce Street Channel Improvements, Escondido, CA – Project Manager
- Moosa Canyon Stabilization, San Diego County, CA – Project Manager
- Rancho Del Oro Basin and Levee Improvements, Oceanside, CA – Project Engineer
- Grand Avenue Storm Drain Improvements, Carlsbad, CA – Project Manager
- Highland, Valley, and Linda Storm Drain Improvements, Carlsbad, CA – Project Manager
- Madison Street Storm Drain Improvements, Carlsbad, CA – Project Manager
- Southcrest Park LID Retrofit, San Diego, CA – Project Manager
- Logan Heights LID Retrofit, San Diego, CA – Project Manager
- Pilgrim Creek Channel Restoration, Oceanside, CA – Discipline Leader
- San Vicente Reservoir Marina Design Review and Water Quality Design, San Diego County, CA – Water Quality Task Manager
- Naval Hospital Camp Pendleton Replacement - Bridging Documents, MCB Camp Pendleton, CA – Task Manager
- South Santa Fe Road Improvements at Smilax Road, San Marcos, CA – Stormwater/Hydrology Task Lead
- Lemon Crest Avenue Flood Inundation Assessment, San Diego County, CA – Task Manager

Professional Credentials
- Bachelor of Science, Civil Engineering, University of Delaware
- Master of Engineering, Environmental Engineering, Penn State University
- Professional Engineer in California #58089
- Certified Floodplain Manager in California
- Qualified SWPPP Developer/Practitioner in California #00043
Proposal for On-Call Engineering Services

PR-RFP-010

Jason Melchor, P.E.
Traffic Engineering, Parking Technology, Transit Lead

Jason has 19 years of experience on traffic engineering and transit design projects, and has worked with clients in Orange, Los Angeles, Riverside and San Diego Counties on a multitude of design projects. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, street lighting, and signal interconnect and ITS design plans. His on-call tasks with the Cities of Industry and Newport Beach are very similar to the types of tasks the City of South El Monte anticipate. Jason’s transit experience includes being the Traffic Design lead on the Exposition Phase 2 LRT extension project through the City of Santa Monica. In addition to managing the on-call traffic engineering contracts with several local cities, he has served as a key staff member on many municipal transportation studies, traffic and civil engineering design projects. He is proficient in Synchro, SimTraffic, and Traffix and has used the different software applications to analyze operations at intersections, arterial corridors, grade separations, and freeway ramp projects. He has used the simulation tool to present at public and agency meetings.

Relevant Experience

- On-Call Traffic and Civil Engineering Services, Industry, CA – Project Manager
- On-Call Traffic Engineering Services, Anaheim, CA – Project Manager
- On-Call Traffic Plan Check Services, Anaheim, CA – Project Manager
- On-Call Professional Traffic Engineering Services, Newport Beach, CA – Project Manager
- Exposition Phase 2 LRT, Metro, Santa Monica, CA – Traffic Design Lead
- ACE Fullerton Road Grade Separation, Industry, CA – Project Engineer
- Gene Autry Way Widening, Anaheim, CA – Project Engineer
- ITS Master Plan, Anaheim, CA – Project Engineer
- CenterLine Project, Anaheim, CA – Project Engineer
- La Palma Condominiums Off-Site Traffic Design, Anaheim, CA – Project Engineer
- OCTA, On-Call Traffic Engineering Services, Orange County, CA – Project Engineer
- OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA – Project Engineer
- Traffic Signal Coordination and Design Improvements, Costa Mesa, CA – Project Engineer
- East Coast Highway Signal Rehabilitation Design, Newport Beach, CA – Project Manager
- Crown Valley Parkway Signal Synchronization, Mission Viejo, CA – Project Engineer
- On-Call Traffic Engineering Services, Agoura Hills, CA – Project Engineer
- Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA – Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Irvine
- Professional Engineer in California #C65218
Professional Credentials

• Bachelor of Science, Civil and Environmental Engineering, University of California, Berkeley
• Professional Engineer in California #63164
• Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP)

Jason Marechal, P.E., LEED AP
Utilities Lead

Jason has 18 years of experience in civil engineering design and management, primarily focused on public and private land development and utility projects. His technical expertise includes all civil design aspects including grading, drainage, and utility design, along with extensive knowledge of water, sewer, hydraulics, and water quality standards. Jason is well-versed in all of the recently updated Southern California post-construction water quality requirements, including the 2011 MS4 permits for both north and south Orange County. He has worked extensively in all counties in Southern California, and has successfully completed the design of several projects in Los Angeles County and Orange County ranging from one acre to over 100 acres in size.

Relevant Experience

• La Reina Court Alley Complete Streets Project (Green Street Design), Long Beach, CA – Project Manager
• Douglas Park-Long Beach (Boeing), Long Beach, CA – Project Engineer
• La Habra Harbor/Lambert Intersection Widening, La Habra, CA – Project Engineer
• Santa Fe Trail Plaza, El Monte, CA – Project Manager
• Terraces at Waverly (Phase I), Los Angeles, CA – Project Engineer
• UCLA Harbor City Medical Center Master Plan, Los Angeles, CA – Project Engineer
• Brickyard Commerce Center, Compton, CA – Project Manager
• VA Loma Linda Ambulatory Care Center, Loma Linda, CA – Project Engineer
• Northridge Apartments Community, Northridge, CA – Project Manager
• Rocketdyne/UTC Canoga Park Campus Master Plan, Canoga Park, CA – Project Engineer
• Brookfield Residential Properties, Amoruso Ranch Master Planned Community, Roseville, CA – Project Engineer
• Photovoltaic Generation Facility - Palmdale, Palmdale, CA – Project Engineer
• Valencia Commerce Center, Valencia, CA – Project Engineer
• Fresno Marketplace at El Paseo, Fresno, CA – Project Manager
Andy Sanford, P.E.

Structural Lead

Andrew has over 29 years of professional experience, including six years with Caltrans as a project engineer. He has been involved in a variety of transportation planning, bridge design, retrofit analysis and design, and structure construction projects. He has an extensive background in the preparation of planning documents, including Project Study Reports (PSRs) and Project Reports (PRs), and has been part of multiple-agency planning committees. Andrew has developed project specifications utilizing the base standard special provisions for both Caltrans and locally funded projects. These projects involved the coordination of federal, state, and local agencies.

Relevant Experience
- Anza Road Bridge Replacement, Imperial County, CA – Project Manager
- Palm Avenue/I-805 Interchange and Bridge Widening, San Diego, CA – Project Manager
- 3th Street Bridge over Santa Maria Creek, San Diego, CA – Project Manager
- Soto Street Bridge Widening, Los Angeles, CA – Project Manager
- Aerial Towers Shoring Review, San Diego, CA – Project Manager and Engineer
- Vandergrift Interchange, Pendleton, CA – Project Manager and Engineer
- Quarry Falls Switchback Retaining Walls (Phase I), San Diego, CA – Project Manager
- Nordahl Road Improvements SR-78, Escondido, CA – Project Manager
- ‘H’ Street Drainage Structures, San Diego, CA – Project Manager
- Melissa/Dillion Culvert Wall Design, Riverside County, CA – Project Manager and Engineer
- Sunset Avenue Grade Separation Value Analysis Study, Banning, CA – Project Manager
- La Jolla Centre 3 Sewer Structural Analysis, La Jolla, CA – Project Manager
- Black Canyon Road Bridge Rehabilitation, San Diego, CA – Project Manager
- Van Buren Boulevard Interchange Overcrossing and Overhead, Riverside, CA – Bridge Task Lead
David Luzuriaga, P.E., QSD/P
Erosion Control & SWPPP Lead

Dave has more than 24 years of land development experience on more than 800 projects for institutional, educational, residential, commercial, industrial, retail, and mixed-use clients throughout California. Beyond general civil engineering, his background also includes field and design work as a geotechnical engineer and political appointments to the State Board of Professional Engineers and Land Surveyors by former Governor Schwarzenegger. His expertise includes the preparation of SWPPPs for a variety of public development sites.

Relevant Experience

- Fullerton Library Addition and Parking Reconfiguration, Fullerton, CA – Project Manager
- Fullerton College, Softball Field, Softball Batting Cage ADA Upgrades, Fullerton, CA – Project Manager
- Santa Ana College, Sports Fields, Parking Lots, and Interior Roads, Santa Ana, CA – Project Manager
- Viewpoint School, 3 Parking Lots and 6 Tennis Courts, Calabasas, CA – Project Manager
- Harbor Day School Overflow and Event Surface Parking Lot, Newport Beach, CA – Project Manager
- Long Beach City College Master Plan Update and Utility Investigation, Long Beach, CA – Project Manager
- Santiago Canyon College, Sports Fields, Parking Lot, and Interior Roads, Orange, CA – Project Manager
- Pasadena City College, New Bookstore, Parking Lots, and Signalized Intersection, Pasadena, CA – Project Manager
- CSU Northridge Student Recreation Center, Northridge, CA – Project Manager
- El Camino College, New Buildings, Master Planning, and Parking Reconfiguration, Torrance, CA – Project Manager
- Rio Hondo College Nursing Village, Transit Center, and Library Tower, Whittier, CA – Project Manager
- Cypress College, Cypress, CA – Project Manager
- Irvine Valley College, Irvine, CA – Project Manager
- Goldenwest College, Huntington Beach, CA – Project Manager
- Orange Coast College, New Biology and Science Building, Parking Lot Re-Use, Costa Mesa, CA – Project Manager
- Saddleback College, Mission Viejo, CA – Project Manager
- CSU San Bernardino, College of Education Building, Road Re-Alignment, and Campus Parking Reconfiguration – Project Engineer
Proposal for On-Call
Engineering Services
PR-RFP-010

Dana Privitt, AICP
Environmental Studies Lead

Dana is an urban planner with over 30 years of public and private-sector experience that has focused on environmental analysis, project management, and planning documentation for infrastructure and multi-issue development projects. Her projects include preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for public infrastructure, large and small-scale urban infill and greenfield developments, and policy programs. In addition, she provides public-sector staff support services, including staff report preparation, third-party reviews, and public hearing presentations, as well as project management services to local agencies and private development applicants. She has also conducted CEQA training in coordination with the Association of Environmental Professionals (AEP) as well as for the City of Newport Beach and the University of California, Irvine (UCI).

Relevant Experience

- Gene Autry Way and State College Boulevard Improvements Project Addendum, Anaheim, CA – CEQA Project Manager
- Ramona Boulevard at Valley Boulevard Intersection Improvement Project Initial Study/Mitigated Negative Declaration (IS/MND), El Monte, CA – CEQA Project Manager
- I-10 Banning Bypass (New Road to Connect Hathaway Street to Apache Trail), Riverside County, CA – NEPA/CEQA Section QA/QC
- South Main Street Corridor Improvements, Santa Ana, CA – CEQA Project Manager
- On-Call Civil Engineering Professional Services, San Bernardino County, CA – Environmental Planner
- Edinger Avenue Bridge over Bolsa Chica Channel Replacement Project CEQA and NEPA documentation, Huntington Beach and Seal Beach, CA – Project Manager
- California Department of Transportation District 12 On-call Environmental Services Contract – Project Manager
- Koll Center Residences EIR, Newport Beach, CA – Project Manager
- Brea Place Mixed-Use Project Addendum, Brea, CA – Project Manager
- 600 Commonwealth Avenue Mixed-Use Project Initial Study/Mitigated Negative Declaration, Fullerton – Project Manager
- Whittier Boulevard Specific Plan Moratorium Analysis, Whittier, CA – Project Planner
- City of Yorba Linda General Plan Update EIR, Yorba Linda, CA – CEQA Project Manager
- Niagara Bottling Plant Addendum to the Renaissance Specific Plan Final EIR, Rialto, CA – Project Manager
- Southern California Edison Niagara Substation Initial Study/Mitigated Negative Declaration, Rialto, CA – Project Manager
- 234 West Hyde Park Boulevard Manufacturing/Warehouse Project Initial Study/Mitigated Negative Declaration, Inglewood, CA – Project Manager

Professional Credentials
- Bachelor of Science, Social Ecology, University of California, Irvine
- American Institute of Certified Planners (AICP) #9036

Dana Privitt, AICP
Environmental Studies Lead
Michael Madsen, PLA, CLIA, CLARB

Landscape and Irrigation Lead

Michael has more than 12 years of landscape architecture experience in master planning, streetscapes, site design, pool and amenity areas, planting and irrigation design, and the preparation of tree mitigation plans. His background includes coordinating multidisciplinary design projects involving landscape architecture, urban planning, architecture, civil engineering, roadway design, and transportation design. In addition, he is experienced in the areas of site construction detailing, plant selection and establishment, soils and site remediation, and site grading and engineering. Michael has also worked on parks, streets and pedestrian thoroughfares, and transportation corridors within both the public and private sector, with the latter focused on retail, restaurants, healthcare, and multifamily housing developments. He is also very skilled at obtaining and incorporating public input on the planning and landscaping of projects.

Relevant Experience

- Gene Autry Way Widening, Anaheim, CA – Landscape Architect
- Olive Garden, Buena Park, CA – Landscape Architect
- Bridge On-Call Program, Los Angeles, CA – Landscape Architect
- Rancho Road Sidewalks and Bike Lanes, Thousand Oaks, CA – Landscape Architect
- On-Call Civil Engineering Professional Services, San Bernardino County, CA – Landscape Architect
- Riverside Community Hospital Expansion, Riverside, CA – Landscape Architect
- D Avenue and 12th Street Roundabout, National City, CA – Landscape Architect
- A Avenue Green Street, National City, CA – Landscape Architect
- Coolidge Avenue Safe Routes to School, National City, CA – Landscape Architect
- Paradise Creek Restoration, National City, CA – Landscape Architect
- SANDAG, Final Design of the South Line Freight Rail Improvements, San Diego, CA – Landscape Architect
- SANDAG, South Bay Bus Rapid Transit (BRT) East Palomar Street Segment Final Design, San Diego, CA – Landscape Architect
- Martin Luther King Community-Oriented Skate Park, El Centro, CA – Landscape Architect
- Engineering Design and Architectural Design Services for Plank Park, El Centro, CA – Landscape Architect
- Rancho Coronado Villages Design Services, San Marcos, CA – Landscape Architect

Professional Credentials

- Master of Science, Landscape Architecture, University of Florida
- Bachelor of Science, Business Administration, Florida State University
- Professional Landscape Architect (PLA) in California #5798
- Certified Landscape Irrigation Auditor (CLIA) #92638
- Council of Landscape Architectural Registration Boards (CLARB) #21623

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Ben Hushmand, Ph.D., P.E.

Geotechnical Engineering and Materials Testing Lead

Ben has more than 35 years of experience in geotechnical and environmental design, research, testing, and applications, specializing in soil dynamics and analysis and design of soil-structure systems. He has managed and acted as lead engineer in some of the most challenging local and national projects of the last two decades involving seismic hazard evaluations and geotechnical investigations for large public works, including transportation (road improvement, seismic retrofit and widening of existing bridges and design of new bridges), water resources (reservoirs, pipelines, sewer and storm drain), port and marine, industrial, and commercial projects; design and seismic evaluation of critical facilities such as schools and hospitals, police stations, 911 centers, and traffic management centers; dynamic load response evaluation of bridges, dams, and underground structures; development of large databases for load carrying capacity of highway bridges and culverts; liquefaction potential evaluations for dams and marine structures; soil-structure interaction problems of foundations and retaining structures; site-specific seismicity evaluations; and large scale subsurface exploration and geotechnical design of buried structures.

Relevant Experience

- Beverly Blvd. Rehabilitation, and Rosemead Blvd. & Mines Ave. Intersection Improvement Projects, Pico Rivera, CA – Project Manager responsible for providing geotechnical construction quality assurance and material testing services during construction of various improvements on Beverly Boulevard from Paramount Boulevard to Easterly City limits
- Orangethorpe Grade Separation, Anaheim, CA – Project Manager responsible for providing geotechnical evaluation and recommendations to the client (Jacobs/OCTA) for feasibility study of the Orangethorpe Avenue grade separation (either an overpass or underpass option) proposed for the existing railroad tracks intersection with Orangethorpe Avenue.
- Riverside Drive Viaduct Replacement Project over Los Angeles River & Railroad Tracks, Los Angeles, CA – Project Manager responsible for geotechnical and environmental investigations for a pre-construction environmental and constructibility evaluation, and to characterize subsurface soils as part of the viaduct replacement project.
- Environmental & Geotechnical Engineering Investigation for State Street Bridge Widening, Los Angeles, CA – Lead engineer for environmental and geotechnical investigations for the State Street Bridge widening project from Pomeroy Ave. South to US-101 North Entry Ramp.
- Citywide Sanitary Sewer Improvement Program/Projects (CSSIPP) Group 6, Crescent Avenue, Loara Street, and North Street, Anaheim, CA – Project Manager responsible for conducting a geotechnical investigation to provide recommendation for implementation of the City of Anaheim’s Combined West Anaheim Area Master Plan of Sanitary Sewers, Second Revision dated March 2005 for Model 6 (Model 6 CWA/AMPSS) project.

Other Relevant Project Experience

- Los Angeles River Greenway Bike Path, Los Angeles, CA
- Soto Street Bridge Removal over Mission Road & Huntington Drive and Soto Street Realignment, Los Angeles, CA
- North Spring Viaduct Seismic Retrofit and Widening over Los Angeles River, Los Angeles, CA
- Multipurpose Building Site for Juvenile Hall, Orange, CA

Professional Credentials

- Ph.D. Civil (Geotechnical & Earthquake) Engineering, California Institute of Technology (Caltech)
- M.S., Civil Engineering, Caltech
- B.S., Structural Engineering, Sharif Univ. of Technology, Tehran, 1977
- Civil Engineer, CA No. C44777
- 40-Hour OSHA Trained, 29 CFR 1910.120 (e) (2)/8 CCR 5192.
- Radiation Safety and Use of Nuclear Gauges Certificate
Mike Knapton, P.E., PLS
Surveying and Mapping Lead

Mike has over 18 years of experience blending the tools of civil engineering, land surveying, and geographic information systems to serve the needs of widely varied projects. His expertise includes all aspects of field surveying including boundary and topographic surveys, as well as office surveying such as preparation of easement plats and parcel maps. Mike is also adept at utilizing GIS systems to integrate project mapping data with spatial information to support the project decision-making process.

Relevant Experience
- La Mesa Avenue and El Cajon Avenue Complete Streets Improvements, La Mesa, CA – QC/QA Reviewer
- Los Alamitos Medical Center (Specific Plan and Master Plan), Los Alamitos, CA – Project Engineer
- Intersection and Drainage Improvements at Frank Sinatra Drive and Portola Avenue, Palm Desert, CA – Surveyor
- North Park, Mid-City Bike Corridors, San Diego, CA – Project Engineer
- On-Call Civil Engineering Professional Services, San Bernardino County, CA – Project Engineer; Maps, Deeds, Easements
- West Main Street Safe Routes to School, Grass Valley, CA – Surveyor and Right-of-Way/Mapping
- Van Buren Boulevard Widening (Phase I), Riverside County, CA – Project Engineer
- SR 94 Improvements - NEPA, EIR, PA/ED, and PS&E (Jamul Indian Village), Jamul, CA – Project Engineer
- Spring Street and High Street Improvements, La Mesa, CA – Surveyor
- Santa Susana Field Laboratory Alta Land Survey, Land Map, Topographic Survey & Consulting Services, Long Beach, CA – Project Manager
- Santa Fe Trail Plaza (CA), El Monte, CA – Deputy Project Manager
- SANDAG/MTS Light Rail Transit (LRT) Renewal Project – Blue Line Stations, San Diego, CA – Project Engineer
- SANDAG, South Bay Bus Rapid Transit (BRT) East Palomar Street Segment Final Design, San Diego, CA – Surveyor
- Safe Routes to School (SR2S) Palm Street and Golden Avenue, Lemon Grove, CA – Surveyor
- RJ Donovan CDCR Level II Infill Facility, Otay Mesa, CA – Team Member
- Monster Beverage Corporation, Monster Energy Distribution Center, Rialto, CA – Project Engineer
- Mission Place Mixed-Use Development, Pasadena, CA – Project Engineer
Anthony Smith, P.E., PLS

Surveying and Mapping Lead

Anthony is an accomplished survey manager and principal with over 18 years of broad-spectrum experience in all phases of land surveying and civil engineering; including project management, fundamental engineering, and construction services for projects valued over $100 million. He has extensive work experience with civil, architectural, and geotechnical industries developing skills in multiple facets.

Relevant Experience

- **On Point Land Surveying, Inc., Redlands, CA** – Corporation specializing in land surveying services; design topographic surveys, establishment of horizontal and vertical control networks, aerial mapping, construction staking, and boundary retracement surveys.
  - Principal/Administrative Survey Director
  - Responsible for the direction and coordination of firm’s technical and administrative activities, including review of contracts all the way through the delivery of final products.
  - Active in seeking out new clients, new company opportunities, and developing professional relationships.
  - Responsible for management of survey projects involving: Boundary, GIS, Control Networks (GPS & Conventional), and Aerial Mapping.
  - Final review of all parcel maps, tract maps, records of survey and corner records.

- **Hillwig-Goodrow, Inc., Yucaipa, CA** – A well-established survey company that is capable of dispatching six survey crews. Hillwig-Goodrow started out, in 1993, as a two-man partnership that developed into a corporation offering industry leading survey services.
  - Principal/Vice President/Director of Operations
  - Chief of Survey with full responsibility for assignment scheduling and direct supervision of survey crews.
  - Supervise, instruct, schedule, and maintain crews on field operations and drafting/ mapping personnel.
  - Collect and review surveying information for accuracy and completeness; oversight of all calculations; perform field design engineering.
  - Effective leadership and direction of cost estimating, preparation of bid proposals and statements of qualifications.
  - Implement and maintain GPS adjustments, GIS project tracking systems, check all tract maps, parcel maps, and records of survey prior to submittal.
Mark Mendoza, MRED
Right-of-Way Lead

Mark Mendoza, MRED, has 32 years of real estate/right of way experience and provides oversight of the team and interfaces with the project client stakeholders. Mark is responsible for project strategy and eminent domain support and is involved with regulatory agency interface and compliance. He knows how to develop win-win solutions to right of way problems for clients. Most recently as Program Director of the Alameda Corridor East Construction Authority and formerly as Deputy Right of Way Program Manager, California High Speed Rail Authority, Department Manager for Metropolitan Water District of Southern California and Real Estate Manager of Los Angeles CTC (now Metro). He has personally managed the acquisition of several hundred subsurface easements from property owners in rural areas. He has led the Paragon Alameda Corridor-East Construction Authority (ACE) Team for nearly 20 years, which encompassed 14 grade separations and numerous safety improvement and upgrade projects.

Relevant Experience

- **Alameda Corridor—East Construction Authority (ACE)—Gateway to America—Program/Real Estate Manager**
- **Alameda Corridor—East Construction Authority (ACE)—Gateway to America—San Gabriel Trench—Right of Way Program Manager**
- **Alameda Corridor—East Construction Authority (ACE)—Gateway to America—Fullerton Avenue Grade Separation—Mark oversaw the project which required preparation of deliverables with a rapid turnaround and Caltrans required submission of an on-system certification with a short turnaround.**
- **Alameda Corridor—East Construction Authority (ACE)—Gateway to America—Puente Avenue Grade Separation—Mark managed the acquisition, relocation and certification efforts for this project.**
- **California High Speed Rail Authority—California High Speed Rail Project—Deputy Right of Way Program Manager**
- **Los Angeles County Metropolitan Transportation Authority (Metro), Real Estate and Joint Development Department—Principal Negotiator for the acquisition of real estate, business, and personal property for the Metro, Rail Construction Corporation and Southern California Regional Rail Authority (SCRRA) projects.**

Professional Credentials

- Master of Science, Real Estate Development (MRED), USC, School of Urban Planning & Development
- Bachelor of Science, Business Administration, USC
- Licensed California Real Estate Broker, No. 01445764
- Corporate Broker No. 01317327
Dave Barquist, AICP

Community Outreach and Planning Support Lead

Dave brings more than 20 years of public and private sector planning experience, including downtown and citywide sustainability policies. He brings to the project a diverse range of skills, including policy analysis, policy development, and urban design. His experience includes projects involving comprehensive planning, local government policy, land use, parks and recreation planning, and grant writing. Most recently, he authored a number of planning grants for local governments equating to approximately $3.5 million in grant awards. Successful grant awards were based upon the development of precursor policies through General Plans, Specific Plans, and Master Plans. Dave also is accomplished in providing community engagement to guide in the development of public policy. Dave has led hundreds of public meetings and is well-versed in finding locally-specific techniques and tools to engage the community in the planning process.

Relevant Experience

- **Rancho Los Amigos South Campus - Specific Plan, Downey, CA** – Project Manager
- **Housing Element Update 5th Cycle, Rialto, CA** – Project Manager
- **Housing Element Update, 5th Cycle and Court-Mandated, Encinitas, CA** – Project Manager
- **Downtown/Old Town Indio Specific Plan Update and Community Outreach, Indio, CA** – Project Manager
- **New Electronic Message Center Sign Environmental Impact Report, Fountain Valley, CA** – Project Planner
- **Active Transportation Program, Palmdale, CA** – Project Manager
- **Ramona Boulevard at Valley Boulevard Intersection Improvement Project, El Monte, CA** – Project Planner
- **Community Planning and Design Services (Community Planning for Cabazon, Highway 74, Winchester, and Thousand Palms), County of Riverside, CA** – Project Manager
- **General Plan, Environmental Impact Report, and Climate Action Plan, Scotts Valley, CA** – Project Planner
- **Red Hill Corridor Specific Plan and Environmental Impact Report, Tustin, CA** – Project Planner
- **Comprehensive Community Visioning - Redevelopment Program, Valdez, AK** – Project Manager
- **Whittier Boulevard Specific Plan Moratorium Analysis, Whittier, CA** – Project Manager

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- American Institute of Certified Planners #136746

Professional Affiliations

- American Planning Association
Paul Danielson, P.E.

High Speed Rail Lead

Paul has more than 28 years of diverse civil engineering experience, including large-scale transit and transportation engineering projects for municipal, state, and federal clients. He understands how to implement large, regionally significant transit projects into urban and metro areas. Paul has led or supported more than 15 projects during his career that involved designing new transit facilities or the rehabilitation/enhancement of existing facilities, including projects in California, Minnesota, Arizona, and New York.

Relevant Experience

- LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Glendale, CA — Project Engineer
- Metro Transit, Blue Line Light Rail Transit Extension, Hennepin County, MN — Project Manager
- Metropolitan Council, Metro Transit On-Call Contract, Minneapolis Area, MN — Project Engineer
- Anoka County Regional Railroad Authority, Northstar Cambridge Extension Feasibility Study, Anoka County, MN — Project Director
- Anoka County, CSAH 1 (East River Road) from TH 610 to I-694 Corridor Study, Fridley and Coon Rapids, MN — Principal-in-Charge
- Anoka County, CSAH 1 Corridor Study, Anoka County, MN — Project Manager
- Metropolitan Council, Blue U School Engagement, Various Cities, MN — Project Manager
- Broadmoor Commuter Rail Station Design, Austin, TX — Principal-in-Charge
- City of Anoka, Xkimo Street and Garfield Street Improvements, Anoka, MN — Project Engineer
- City of Minneapolis, Marquette Ave. and 2nd Ave. South Transit Project RFP, Minneapolis, MN — Team Member
- City of Coon Rapids, River Rapids Drive and 124th Avenue Intersection Control Analysis, Coon Rapids, MN — Project Manager
- City of Coon Rapids, Northdale Boulevard Bridge over TH 10, Coon Rapids, MN — Project Manager
- Dakota County Regional Railroad Authority, Robert Street Transitway Alternatives Analysis, Dakota County, MN — Principal-in-Charge
- Dakota County, Cedar Avenue Transitway Final Design (METRO Red Line BRT), Dakota County, MN — Project Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, North Dakota State University
- Professional Engineer in Arizona, California, Illinois, and Minnesota
- American Council of Engineering Companies (ACEC), Member
Brent Ogden, P.E., T.E., PTOE

High Speed Rail

Brent is a professional civil engineer with more than 40 years of experience leading and participating in a wide variety of transportation projects ranging from preliminary feasibility studies to final design. He has special expertise in traffic engineering and in grade crossing safety for all modes of rail including commuter rail and conventional freight and passenger operations. He recently served as Technical Editor responsible for content for a new edition of the USDOT Grade Crossing Handbook under a joint FHWA/FRA effort being contracted through the Institute of Transportation Engineers. Since 2016 he has been a full voting member of the ITE Delegation to the National Committee on Uniform Traffic Control Devices, where he develops recommended standards and guidance for traffic control devices at grade crossings as a member of the Railroad/LRT Technical Committee. As the Project Manager for the LA Metro Grade Crossing Rail Corridor Study, Brent was the originator of the Los Angeles Metro Grade Crossings Policy. He also has accomplished Peer Reviews of grade crossings for Edmonton Transit, Denver Regional Transit, and Houston Metro as well as served as an expert witness to Sound Transit and Portland Tri-Met for grade crossing safety.

Relevant Experience

- US Department of Transportation Grade Crossing Handbook, Washington, DC – Lead Technical Editor
- Los Angeles Grade Crossing and Rail Corridor Study, Los Angeles, CA – Project Manager
- San Gabriel Valley Grade Crossing Study & Alameda Corridor-East (ACE) Program Manager, Irwindale, CA – Project Manager
- Wardlow Crossing / Study of Grade Separations on the UPRR Shared Corridor of the Los Angeles Blue Line, Los Angeles, CA – Project Manager
- On Trak Quiet Zone Implementation Program Manager Services, Placentia CA – Senior Engineer
- Altamont Corridor Rail Project, Stockton, CA – Brent served as Project Manager for an Alternatives Analysis of improvements to the Altamont Corridor Express
- City of Mountain View, Master Plan for Downtown Transit Center and Caltrain Station, Mountain View, CA – Principal-in-Charge
- LA Metro, West Santa Ana Branch Transit Corridor Environmental Study, Los Angeles, CA – Grade Crossing Task Lead
- CPUC, Railroad Crossing Inventory and Field Survey, Statewide, CA – Task Manager
- LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Glendale, CA – Project Manager

Professional Credentials

- Master of Architecture, University of California, Berkeley
- Bachelor of Science, Civil and Geological Engineering, Princeton University
- Professional Engineer in California #32017
- Professional Traffic Engineer in California #1391
- Professional Traffic Operations Engineer #1182
- Institute for Transportation Engineers: Chairman, Joint Rail Grade Crossing National Committee

Professional Engineer in California #32017
Professional Traffic Engineer in California #1391
Professional Traffic Operations Engineer #1182
Institute for Transportation Engineers: Chairman, Joint Rail Grade Crossing National Committee
Kevin Aguigui, P.E., T.E., E.E, CSEP

High Speed Rail

Kevin is a senior traffic, electrical, and transportation systems engineer with extensive hands-on experience in the areas of transit management systems, heavy and light rail at-grade crossings, preemption systems, BRT and Transit Signal Priority systems, and traffic signal design and timing. His widely varied experience has included many transit and traffic systems focusing on heavy and light operations analysis, design, and implementation, including at-grade crossings with rail preemption systems. Kevin has served as project manager where he has prepared detailed traffic operations analyses and PS&E documents for traffic signal installations including at-grade heavy and light rail crossings (median and side-running trains), interchanges, and railroad preemption. He has designed and implemented preemption interfaces, including advanced and supervisor preemption circuits, track clearance operations, and other special function outputs for gate monitoring and operations with multiple signal phase overlaps. Kevin has coordinated extensively with the CPUC and railroad agencies including UPRR, SMART, BNSF, Amtrak, and Caltrain for many field installations.

Relevant Experience

- City of San Rafael, Andersen Drive Grade Crossing, San Rafael, CA – Project Engineer
- 2nd and 3rd Streets Traffic Signal Queue Cutters, San Rafael, CA – Project Manager
- Byron Highway and Camino Diablo At-Grade Crossing Improvements, Contra Costa County, CA – Lead Traffic and Electrical Engineer
- Tamalpais Avenue At-Grade Crossing Queue Cutters, San Rafael, CA – Project Manager
- 11th and MacArthur At-Grade Crossing, Tracy, CA – Project Manager
- California Drive Caltrain At-Grade Crossings Traffic Signal Improvements, Burlingame, CA – Project Manager
- Alma Road Caltrain At-Grade Crossing Traffic Signal Preemption Evaluation, Palo Alto, CA – Project Manager
- Amtrak At-Grade Crossing Signal Installation and Upgrade, Emeryville, CA – Project Manager
- 12th Street Corridor At-Grade Crossings LRT Operations and Safety Study, Sacramento, CA – Project Engineer
- Pedley Road and Jurupa Road Signal Improvements, Jurupa Valley, CA – Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii at Manoa
- Certificate with Distinction, Telecommunications and Network Engineering, University of California at Berkeley Extension
- Internetworking with TCP/IP, Global Knowledge
- Internetworking Routers and Switches, Global Knowledge
- CCNAX V3.0 Routing and Switching Boot Camp,
- Professional Civil Engineer in California #48732
- Professional Traffic Engineer in California #1781
- Professional Electrical Engineer in California #19880
- Certified Systems Engineering Professional (CSEP) #00156
CONTACT

Aryo Rad, P.E., QSD/P
714.786.6340
aryo.rad@kimley-horn.com

Kimley-Horn
765 The City Drive
Suite 200
Orange, CA 92868

www.Kimley-Horn.com
# Rate Schedule

<table>
<thead>
<tr>
<th>Classification</th>
<th>Billing Rate per Hour*</th>
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</thead>
<tbody>
<tr>
<td>Engineering/Planning Technician</td>
<td>$135.00</td>
</tr>
<tr>
<td>Engineering/Planning Assistant</td>
<td>$150.00</td>
</tr>
<tr>
<td>Associate Engineer/Planner</td>
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</tr>
<tr>
<td>Project Engineer/Planner</td>
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<tr>
<td>Sr. Project Engineer</td>
<td>$200.00</td>
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<tr>
<td>Task Manager</td>
<td>$225.00</td>
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<tr>
<td>Project Manager/QC</td>
<td>$250.00</td>
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<td>Principal</td>
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<tr>
<td>Technical Advisor</td>
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<tr>
<td>Sr. Technical Advisor</td>
<td>$340.00</td>
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<tr>
<td>Sr. Support Staff</td>
<td>$140.00</td>
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<tr>
<td>Support Staff</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

**Other Direct Costs:** Outside Printing/Reproduction, Delivery Services/USPS, and Misc. Field Equipment/Supplies, will be billed at actual cost plus 5%.

**Subconsultants:** Billed at cost plus 10%.
FEE SCHEDULE
(Valid through December 31, 2023)

Professional Services
Staff Engineers, Geologists $110/hour
Project Engineers, Geologists $125/hour
Senior Project Engineers, Geologists $130/hour
Senior Engineers, Geologists $150/hour
Principal Engineers, Geologists $180/hour

Technical Services
Clerical $70/hour
Word Processing, Technical Text Editing $70/hour
CADD $75/hour
Engineering Technician (Field and Laboratory) $90/hour (non-prevailing wage)
$120/hour (prevailing wage)
Senior Engineering Technician (Field and Laboratory) $100/hour (non-prevailing wage)
$125/hour (prevailing wage)
Certified Inspector $100/hour (non-prevailing wage)
$125/hour (prevailing wage)

Minimum Field Services Fee
Field Service Calls 4-hour minimum fee

Outside Services
Rental of special equipment not ordinarily furnished by a geotechnical engineering firm such as noise and vibration monitoring instruments, environmental monitoring equipment (PID, etc.) and all other costs such as labor, special printing (e.g. large plans as needed), expendable field supplies, etc. (Cost + 10%)

Terms
Fieldwork will be billed on a time and materials basis unless otherwise quoted.

- Certified Payroll is billed at $100.00 per occurrence (weekly, monthly, etc.)
- Any field assignment less than 4 hours in a day will be charged at 4 hours. Any field assignment cancelled less than 4 hours before start of the work will be charged at 2 hours.

Kimley-Horn and Associates, Inc.
Hushmand and Associates, Inc.

Laboratory Schedule of Fees
(Valid through December 31, 2023)

<table>
<thead>
<tr>
<th>Item</th>
<th>Type of Test</th>
<th>Test Method</th>
<th>Unit Price</th>
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<tr>
<td>I.</td>
<td>INDEX PROPERTIES</td>
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<tr>
<td>1.1</td>
<td>Visual Classification</td>
<td>(ASTM D2488)</td>
<td>$9.00</td>
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<tr>
<td>1.2</td>
<td>Moisture Content</td>
<td>(ASTM D2216)</td>
<td>$13.00</td>
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<tr>
<td>1.3</td>
<td>Moisture Content &amp; Density</td>
<td>(ASTM D2937)</td>
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<tr>
<td></td>
<td>a) Shelby Tube Sample</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>b) Other Samples</td>
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<td>$20.00</td>
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<tr>
<td>1.4</td>
<td>Particle-Size Analysis of Soils</td>
<td>(ASTM D422)</td>
<td>$75.00</td>
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<tr>
<td></td>
<td>a) Sieve Only</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>b) Sieve and Hydrometer</td>
<td></td>
<td>$130.00</td>
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<tr>
<td>1.5</td>
<td>Percent Passing #200 Sieve</td>
<td>(ASTM D1140)</td>
<td>$50.00</td>
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<tr>
<td>1.6</td>
<td>Atterberg Limits</td>
<td>(ASTM D4318)</td>
<td>$120.00</td>
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<tr>
<td></td>
<td>a) Multi Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) One Point</td>
<td></td>
<td>$55.00</td>
</tr>
<tr>
<td></td>
<td>c) Non Plastic</td>
<td></td>
<td>$35.00</td>
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<tr>
<td>1.7</td>
<td>Specific Gravity</td>
<td>(ASTM D854)</td>
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<td>1.9</td>
<td>Sand Equivalent</td>
<td>(ASTM D2419)</td>
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<td>1.10</td>
<td>Expansion Index</td>
<td>(ASTM D4829)</td>
<td>$125.00</td>
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<td>II.</td>
<td>SOIL CHEMISTRY</td>
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<td>2.1</td>
<td>Corrosion Set (Soil pH, Min-Resistivity, Sulfate, Chloride)</td>
<td>(CTM 643, 417, 422)</td>
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<tr>
<td>2.2</td>
<td>Corrosion Set (Selt + Nitrate, Ammonia, Sulfide, Redox)</td>
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<td>$200.00</td>
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<tr>
<td>2.3</td>
<td>Corrosion Set (Set 2 + Elec Conductivity &amp; Chemical Analysis)</td>
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<td>$250.00</td>
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<tr>
<td>III.</td>
<td>COMPACTION</td>
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<td>3.1</td>
<td>Standard Proctor Compaction</td>
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<tr>
<td></td>
<td>a) 4&quot; Mold</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>b) 6&quot; Mold</td>
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<td>$155.00</td>
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<tr>
<td>3.2</td>
<td>Modified Proctor Compaction</td>
<td>(ASTM D1557)</td>
<td>$165.00</td>
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<tr>
<td></td>
<td>a) 4&quot; Mold</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>b) 6&quot; Mold</td>
<td></td>
<td>$165.00</td>
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<td>IV.</td>
<td>STRENGTH TESTS</td>
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<tr>
<td>4.1</td>
<td>R Value</td>
<td>(CTM 301)</td>
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<td>4.2</td>
<td>Unconfined Compression</td>
<td>(ASTM D2166)</td>
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<td></td>
<td>Sample Remolding for Unconfined Compression</td>
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<tr>
<td>4.3</td>
<td>Direct Shear, per point</td>
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<tr>
<td></td>
<td>a) Unconsolidated (Q Test)</td>
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<td>$60.00</td>
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<tr>
<td></td>
<td>b) Consolidated (Q Test)</td>
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<td>$75.00</td>
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<tr>
<td></td>
<td>c) Consolidated, Drained</td>
<td>(ASTM D3080)</td>
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<tr>
<td></td>
<td>d) Residual - per point</td>
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<td>$60.00</td>
</tr>
<tr>
<td></td>
<td>Sample Remolding for Direct Shear</td>
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</tr>
<tr>
<td>4.4</td>
<td>Triaxial, per point</td>
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<tr>
<td></td>
<td>Consolidated, Undrained</td>
<td>(ASTM D4767)</td>
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<tr>
<td></td>
<td>Unconsolidated, Undrained</td>
<td>(ASTM D2650)</td>
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<td>Sample Remolding for Triaxial</td>
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<tr>
<td>Item</td>
<td>Type of Test</td>
<td>Test Method</td>
<td>Unit Price</td>
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<tr>
<td>------</td>
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<td>-------------</td>
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<td>V.</td>
<td>CONSOLIDATION</td>
<td>(ASTM D2435)</td>
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<td>5.1</td>
<td>Consolidation</td>
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<tr>
<td>a)</td>
<td>Up to 10 load/unload increments, one time reading</td>
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<td>$200.00</td>
</tr>
<tr>
<td>b)</td>
<td>Each additional time reading</td>
<td></td>
<td>$50.00</td>
</tr>
<tr>
<td>c)</td>
<td>Each additional load increment</td>
<td></td>
<td>$35.00</td>
</tr>
<tr>
<td></td>
<td>Sample Remold for Consolidation</td>
<td></td>
<td>$50.00</td>
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<tr>
<td>5.2</td>
<td>Collapse Potential</td>
<td>(ASTM D5333)</td>
<td>$115.00</td>
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<tr>
<td></td>
<td>Sample Remold for Collapse Potential</td>
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<td>$50.00</td>
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<tr>
<td>5.3</td>
<td>Swell or Settlement Potential</td>
<td>(ASTM D4546)</td>
<td>$115.00</td>
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<td>Sample Remold for Swell or Settlement Potential</td>
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<td>$50.00</td>
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<tr>
<td>VI.</td>
<td>PERMEABILITY</td>
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<tr>
<td>6.1</td>
<td>Constant Head</td>
<td>(ASTM D2434)</td>
<td>$185.00</td>
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<td></td>
<td>Sample Remold for Constant Head</td>
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<td>$55.00</td>
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<tr>
<td>6.2</td>
<td>Flexible Wall</td>
<td>(ASTM D5084)</td>
<td>$230.00</td>
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<td>Sample Remold for Flexible Wall</td>
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<td>$55.00</td>
</tr>
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<td>VII.</td>
<td>CONCRETE TESTS</td>
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<tr>
<td>7.1</td>
<td>Concrete Cylinder Compression Test</td>
<td>(ASTM C39)</td>
<td>$28.00</td>
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<tr>
<td>VIII.</td>
<td>ASPHALT CONCRETE</td>
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<tr>
<td>8.1</td>
<td>Asphalt Core Density</td>
<td>CTM 308</td>
<td>$35.00</td>
</tr>
<tr>
<td>8.2</td>
<td>Maximum Density</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Hveem, Pre-mixed</td>
<td>CTM 366</td>
<td>$140.00</td>
</tr>
<tr>
<td>b)</td>
<td>Marshall, 4-Inch Pre-mixed</td>
<td>ASTM D1559</td>
<td>$130.00</td>
</tr>
<tr>
<td>c)</td>
<td>Marshall, 6-Inch Pre-mixed</td>
<td>ASTM D5581</td>
<td>$250.00</td>
</tr>
<tr>
<td>8.3</td>
<td>Stability</td>
<td></td>
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</tr>
<tr>
<td>a)</td>
<td>Hveem, Pre-mixed</td>
<td>CTM 304</td>
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<td>b)</td>
<td>Marshall, 4-Inch Pre-mixed</td>
<td>ASTM D1559</td>
<td>$200.00</td>
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<tr>
<td>c)</td>
<td>Marshall, 6-Inch Pre-mixed</td>
<td>ASTM D5581</td>
<td>$200.00</td>
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<tr>
<td>8.4</td>
<td>Moisture Content of Asphalt</td>
<td>CTM 382</td>
<td>$35.00</td>
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<tr>
<td>8.5</td>
<td>Gradation</td>
<td>CTM 202</td>
<td>$100.00</td>
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<td>8.6</td>
<td>Extraction % Asphalt</td>
<td>ASTM D 2172</td>
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<td></td>
<td></td>
<td>CTM 310</td>
<td>$100.00</td>
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<tr>
<td>8.7</td>
<td>Extraction % Asphalt, ignition oven</td>
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<td></td>
</tr>
</tbody>
</table>

Notes:

1. Prices are per test and include engineer's review. Additional services will be charged on a time and material basis.

2. Samples will be stored for 3 months. Prior notification is required, if samples need to be stored for a longer period of time. A monthly storage fee of $4/bag and $1/sleeve will be applied. Prices shown above are based on the assumption that all soil samples are “clean” and that the turnaround time of results is standard (1 to 2 weeks).

Rush surcharge will be applied if rush lab results are required. If the rush results are required during weekdays, the surcharge will be 50% per test. During weekends, it will be 100% per test.
# Hourly Rate Schedule (Non-PREVAILING WAGE)

**OFFICE:**

- Research of Records/Drafting/Mapping: $85
- Survey Calculations and Document Preparation: $100
- Land Surveyor Review/Professional Services: $140

**FIELD:**

- Survey Crew (4 hour Minimum): $200
- Survey Crew (Outside of normal hours of operation): $275

Travel Time: Half hourly rate

# Hourly Rate Schedule (PREVAILING WAGE)

**OFFICE:**

- Research of Records/Drafting/Mapping: $85
- Survey Calculations and Document Preparation: $100
- Land Surveyor Review/Professional Services: $140

**FIELD:**

- Survey Crew (4 hour Minimum): $225
- Survey Crew (Outside of normal hours of operation): $335

Travel Time: Half hourly rate

Global Positioning Systems (GPS) Surveys: Estimates upon Request
GPS Receiver/Data Collector: $100/per Receiver per Day
RTK GPS System: $300 per Day
Utility Location Services: Estimates upon Request
Pre/Post Construction Audio/Video Recording: Estimates upon Request
Expert Witness/Testimony (Portal to Portal): $260 per hour
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<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>PRINCIPAL/CORPORATE DIRECTOR</td>
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<td>PROJECT DIRECTOR</td>
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<td>PROJECT MANAGER</td>
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<td>PRINCIPAL ACQUISITION AGENT</td>
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<td>SENIOR ACQUISITION AGENT</td>
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<td>ACQUISITION AGENT</td>
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<td>PRINCIPAL RELOCATION AGENT</td>
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<td>RELOCATION AGENT</td>
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<td>TITLE MANAGER</td>
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<tr>
<td>TITLE SUPERVISOR</td>
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<tr>
<td>SENIOR TITLE AGENT</td>
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<tr>
<td>SENIOR PROJECT CONTROLS SPECIALIST</td>
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<td>PROJECT CONTROLS SPECIALIST</td>
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<td>PROJECT OR ESCROW COORDINATOR</td>
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<td>RIGHT OF WAY ENGINEER P.E.</td>
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<td>SENIOR RIGHT OF WAY ENGINEER/GIS SPECIALIST</td>
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<td>ASSOCIATE RIGHT OF WAY ENGINEER/GIS SPECIALIST</td>
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<td>OFFICE CLERK</td>
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<td>IT SUPPORT</td>
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<td>DEPOSITIONS AND COURT TESTIMONY</td>
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<table>
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<th>DIRECT CHARGES</th>
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<td>POSTAGE/FEDEX</td>
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<tr>
<td>REAL ESTATE DATA SERVICES</td>
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<td>SUBCONSULTANTS</td>
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AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
YAO ENGINEERING, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and Yao Engineering, Inc., (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide on-call engineering services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s December 18, 2020 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s December 18, 2020 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: March 24, 2020

3.4 “Expiration Date”: March 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Million Dollars ($2,000,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting
the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. Felix Yao, Principle, shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on
behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.
14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS
as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

   16.1.1.1 Premises, operations, and mobile equipment

   16.1.1.2 Products and completed operations

   16.1.1.3 Broad form property damage (including completed operations)

   16.1.1.4 Explosion, collapse, and underground hazards

   16.1.1.5 Personal Injury

   16.1.1.6 Contractual liability

   in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits
of not less than Two Million Dollars ($2,000,000) per occurrence of claim/ Four Million Dollars ($4,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate
the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail,
postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:  
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765  

If to Consultant:  
Felix Yao, Principle  
Yao Engineering, Inc.  
2960 Huntington Dr. #80367  
San Marino, CA 91108  

With a courtesy copy to:  
Arnold M. Alvarez-Glasman, City Attorney  
13181 Crossroads Parkway North  
Suite 400 - West Tower  
City of Industry, CA 91746  
Facsimile: (562) 692-2244  

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.
23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
28. **COURT COSTS AND ATTORNEY FEES**

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”  “CONSULTANT”
CITY OF PICO RIVERA  YAO ENGINEERING, INC.

______________________________ ___________________________________
Gustavo V. Camacho, Mayor  Felix Yao, Principal
Dated: ________________________    Dated: _____________________________

ATTEST:  APPROVED AS TO FORM:

___________________________ ___________________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney
**SECTION 1 – TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1 Table of Contents</td>
<td>1</td>
</tr>
<tr>
<td>Section 2 Cover Letter</td>
<td>2</td>
</tr>
<tr>
<td>Section 3 Executive Summary</td>
<td>3</td>
</tr>
<tr>
<td>Section 4 Qualifications and Methodology</td>
<td>3</td>
</tr>
<tr>
<td>4.1 Qualifications</td>
<td>3</td>
</tr>
<tr>
<td>4.1.1 Reference Projects</td>
<td>3</td>
</tr>
<tr>
<td>4.1.1 Organizational Chart</td>
<td>3</td>
</tr>
<tr>
<td>4.1.1 Project Team</td>
<td>4</td>
</tr>
<tr>
<td>4.1.1 Project Manager</td>
<td>4</td>
</tr>
<tr>
<td>4.1.1 Sub-Consultants</td>
<td>4</td>
</tr>
<tr>
<td>4.2 Scope of Services</td>
<td>4</td>
</tr>
<tr>
<td>4.2.1 Project Management</td>
<td>4</td>
</tr>
<tr>
<td>4.2.2 Community Outreach</td>
<td>4</td>
</tr>
<tr>
<td>4.2.3 Preliminary Engineering Studies</td>
<td>5</td>
</tr>
<tr>
<td>4.2.4 Surveys, Mapping, and Field Reviews</td>
<td>5</td>
</tr>
<tr>
<td>4.2.5 Environmental Studies and Documentation</td>
<td>5</td>
</tr>
<tr>
<td>4.2.6 Utility Research and Coordination</td>
<td>5</td>
</tr>
<tr>
<td>4.2.7 Right of Way Phase &amp; Determination</td>
<td>5</td>
</tr>
<tr>
<td>4.2.8 Design - Electrical and/or Instrumentation Aspects Only</td>
<td>5</td>
</tr>
<tr>
<td>4.2.9 Construction Phase Authorization</td>
<td>6</td>
</tr>
<tr>
<td>4.2.10 Bid Process</td>
<td>6</td>
</tr>
<tr>
<td>4.2.11 Construction Support Services</td>
<td>6</td>
</tr>
<tr>
<td>4.2.12 Grant Administration</td>
<td>6</td>
</tr>
<tr>
<td>4.2.13 Prior Rights Expertise</td>
<td>6</td>
</tr>
<tr>
<td>4.3 Methodology and Work Plan</td>
<td>7</td>
</tr>
<tr>
<td>Section 5 Cost Proposal</td>
<td>7</td>
</tr>
<tr>
<td>Section 6 Other Information</td>
<td>7</td>
</tr>
<tr>
<td>6.1 Company Information</td>
<td>7</td>
</tr>
<tr>
<td>6.2 References</td>
<td>8</td>
</tr>
<tr>
<td>6.1 Contract Exceptions</td>
<td>8</td>
</tr>
<tr>
<td>Appendix A Resumes</td>
<td>9</td>
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</tbody>
</table>
December 11, 2019

City of Pico Rivera

RFP: On-Call Engineering Services

Yao Engineering, Inc. is pleased to submit our proposal to provide design and engineering services during construction for the City of Pico Rivera’s Professional Services for On-Call Engineering Services RFP.

Yao Engineering was founded in February 2018 with a core group of Electrical Engineers who believe that understanding the client’s needs is the cornerstone to providing the best engineered solution. With more than a combined 55 years of electrical and automation experience in the water/wastewater industry, Yao Engineering has the technical knowledge and experience to serve your needs.

Yao Engineering is the sole proposer in this proposal and will be able to perform all work described in the proposal, specifically any design and construction support related to the Electrical and/or Instrumentation disciplines as outlined in the City of Pico Rivera’s RFP.

This proposal is valid for ninety (90) days from the date listed above.

If you have questions or need additional information, please feel free to contact Felix Yao. We look forward to working with the City of Pico Rivera to deliver this project smoothly and efficiently.

Very Truly Yours,
Yao Engineering, Inc.

Felix Yao, P.E.
Principal
fyao@yaoengineering.com
c: (407) 493-4941
**SECTION 3 – EXECUTIVE SUMMARY**

Yao Engineering is excited to submit this proposal to support the City of Pico Rivera for On-Call Engineering Services. The services Yao Engineering are able to provide are design and construction support related to Electrical and/or Instrumentation projects and the scope of our proposal is for those disciplines only.

The staff at Yao Engineering are all experienced Electrical Engineers who have been in this industry their entire careers. We have three (3) Electrical Engineers who are capable of handling any electrical and/or instrumentation design from medium voltage to low voltage distribution, lightning protection, drives (VFDs), SCADA, PLCs, and low voltage control systems, such as security and access, lighting control, and tele/data.

**SECTION 4 – QUALIFICATIONS AND METHODOLOGY**

Reference Projects:

- **LADWP South Haiwee Water Treatment Plant**: Engineering Design to provide 480V service, distribution panelboard, lighting, grounding, extending a new aerial fiber optic cable to the new control panel, and a fully automated SCADA system.

- **LADWP Astoria Pump Station**: provide power system study including arc flash study, coordination study, and short circuit study. Provide arc flash training.

- **Cal Water Salinas Station 29**: Engineering Design to replace existing standby generator

- **Cal Water Bear Gulch Station 16**: Engineering Design to replace existing 480V distribution, lighting, grounding, and a fully automated SCADA system

- **Cal Water Marysville Station 7**: Engineering Design to replace existing 480V distribution, lighting, grounding, and a fully automated SCADA system

- **Southern California Metropolitan Water District Rehabilitation of Pumping Stations**: Electrical and Instrumentation Engineering Services During Construction to provide support of the construction, specifically additional design support and submittals and RFIs.

- **City of Manteca Pump Station**: Engineering Design for the power distribution from the utility company to the duplex pump station control panel and design of the control panel.

Organizational Chart:

```
City of Pico Rivera
   ├── Craig Barnes – QA/QC
   │      └── Felix Yao - Project Manager
   │                └── Mac Kopec – Senior Professional
       └── Greg Ward – CAD Designer
```
Project Team:

<table>
<thead>
<tr>
<th>Name</th>
<th>Roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felix Yao, PE</td>
<td>Project Manager, design engineer, oversight, construction engineer, inspection, start-up, project design interpretation, submittal review, RFI response, design changes, value engineering, field work</td>
</tr>
<tr>
<td>Craig Barnes, PE</td>
<td>Quality Control, PLC and SCADA programmer, construction engineer, inspection, start-up, design review, interpretation, RFI response, design changes</td>
</tr>
<tr>
<td>Mac Kopec</td>
<td>Senior Electrical Professional, design engineer, submittal review, RFI response, design changes</td>
</tr>
<tr>
<td>Greg Ward</td>
<td>Senior Designer, AutoCAD, Microstation, Revit, Visual</td>
</tr>
<tr>
<td>One support staff</td>
<td>Office and Administration tasks</td>
</tr>
</tbody>
</table>

Resumes have been included at the end of this proposal.

Project Manager:

Mr. Yao is a professional electrical engineer with 16 years of experience in consulting engineering and management. He has designed electrical systems for water and wastewater facilities, industrial facilities, architectural facilities, commercial facilities, and federal facilities. He has provided technical leadership, quality control, and design and construction services.

Mr. Yao has power system experience which includes transmission systems with voltages up to 115kV and distribution systems with voltages up to 69kV; prime, standby, and emergency generators; switchgear; switchboards; motor control centers; panelboards, variable frequency drives; uninterruptible power supplies; lighting; lighting control; fire alarm; telecommunications; security and access control; lightning protection; and paging and area warning systems.

Mr. Yao has SCADA systems experience which includes both ring and star topology system architectures, programmable logic controllers (PLC), remote I/O (RIO), and human machine interfaces (HMI). He has experience with major PLC manufacturers such as Allen-Bradley, Square D (Schneider Electric), and Siemens.

Sub-Consultants:

Yao Engineering is fully capable of handling all the Electrical and/or Instrumentation portions of the RFP as outlined in this proposal, therefore we are not proposing to utilize any sub-consultants.

Scope of Services:

A. **Project Management**: actively managing task orders as the City of Pico Rivera determines them. Actively managing by staying in close communication – via in-person meetings, phone calls, site visits, etc. – to understand the City’s objectives and how to best include all key stakeholders to gain consensus and determine the best path forward. Every interaction between Yao Engineering and the City of Pico Rivera will be documented in meeting minutes or email to track decisions that were made at key junctures of each task order.

B. **Community Outreach**: provide assistance to the City of Pico Rivera and/or City Council related to Electrical and/or Instrumentation portions that are relevant at City Council and/or Community Outreach Meetings. Specific examples include creating Power Point presentations, conceptual plans and drawings, creating cost analysis spreadsheets, and technical memorandums.
C. Preliminary Engineering Studies:
   a. Create preliminary studies for the parameters related to the Electrical and/or Instrumentation portion of task orders.
   b. Our typical studies include the following sub-sections:
      i. Codes and Standards
      ii. General Electrical
      iii. Area Classifications
      iv. Conductors
      v. Conduit
      vi. Motor Controllers
      vii. Variable Frequency Drives
      viii. Motor Control Centers
      ix. Lighting and Controls
      x. Lighting Transformers
      xi. Panelboards
      xii. Convenience Receptacles
      xiii. Equipment Control
      xiv. SCADA
      xv. Programmable Logic Controller (PLC)
      xvi. Grounding System

D. Surveys, Mapping, and Field Reviews: Yao Engineering is not capable of self-performing this aspect of the RFP, but would be willing to work with the City’s preferred Consultant to include any necessary surveys in the Preliminary Engineering Studies as it relates to the Electrical portion of a task order.

E. Environmental Studies and Documentation: Yao Engineering is not capable of self-performing this aspect of the RFP, but would be willing to work with the City’s preferred Consultant to include any necessary environmental documentation as it relates to the Electrical portion of a task order.

F. Utility Research and Coordination: coordinate with the City, other consultants, and/or Southern California Edison (SCE) to provide accurate locations of existing utilities, demolition plans, construction sequencing, proposed locations of new utility equipment, etc. for only the Electrical components of each task order. Research and coordination includes completing any documentation and paperwork from SCE (e.g. new service and/or change to existing service request form, including Customer/Project Information Sheet, Site/Plot, Load Schedules and Panel Drawings, Design Option Letter, EUSERC Drawings, and any native files SCE may request). Attend coordination meetings or any meetings on-site to assist with understanding the impact of the electrical service changes as it relates to the task order. Yao Engineering is not capable of self-performing potholing, but would be willing to work with the City’s preferred Consultant to include any necessary potholing information.

G. Right of Way Phase & Determination: Yao Engineering is not capable of self-performing this aspect of the RFP, but would be willing to work with the City’s preferred Consultant to include any necessary right of way phase & determination as it relates to the Electrical portion of a task order.

H. Design – Electrical and/or Instrumentation Aspects Only:
   a. Create plans, specifications, and cost estimates per the City’s, Public Works, and Caltrans Standards based on preliminary budgetary constraints.
   b. Design deliverables will include 60%, 90%, and Final Contract Drawings.
c. Reviews of the 60% and 90% deliverables will be held with the City and any key stakeholders the City deems necessary in order to discuss specific design components of the task order.

d. Plans will be created in AutoCAD per the City’s standard format and plot styles. Native AutoCAD files (.dwg) will be provided with each submittal to the City’s Project Manager. Each DWG file will be e-transmitted so all necessary x-refs, plot settings, and pen tables will be included.

e. Technical Special Provisions will be provided per the City’s requirements and Greenbook format, the latest edition.

f. Cost estimates will be created per RS Means, the latest edition.

g. Native files will be made available to the City at any given time during the duration of the contract.

I. Construction Phase Authorization: Yao Engineering is not capable of self-performing this aspect of the RFP, but would be willing to work with the City’s preferred Consultant to include any necessary construction phase authorization as it relates to the Electrical portion of a task order.

J. Bid Process: provide PDF and native copies of the Final Deliverables (e.g. DWG, DOC, XLS, etc.) to the City to assist with bidding purposes. Respond to bidder questions during the bid phase and prepare addendums as necessary.

K. Construction Support Services: provide engineering services during construction:
   a. Attend pre-construction meeting
   b. Review and respond to RFIs
   c. Provide submittal list
   d. Review and approve submittals/shop drawings
   e. Attend construction progress meetings
   f. Corrections and change orders related to errors and omissions shall be provided with no cost impact to the City
   g. Collaborate with the City to resolve discrepancies in the contract documents
   h. Document deviations, defects, and/or deficiencies by the construction contractor during site visits
   i. Create as-built plans based on the construction contractor’s redlines and provide native files to the City

L. Grant Administration: Yao Engineering is not capable of self-performing this aspect of the RFP, but would be willing to work with the City’s preferred Consultant to include any necessary grant administration as it relates to the Electrical portion of a task order.

M. Prior Rights Expertise: Yao Engineering is not capable of self-performing this aspect of the RFP, but would be willing to work with the City’s preferred Consultant to include any necessary prior rights expertise as it relates to the Electrical portion of a task order.
Methodology and Work Plan:

Our project management approach is to provide the City with a single-point of contact. Mr. Yao will provide all the direct interface, communication, and coordination with the City regularly via in-person meetings, phone calls, emails, progress reports, and even text messages. These communication vehicles provide for the project’s key issues to be discussed. The resolution of the key issues are then transferred directly to the design team. This streamline approach significantly reduces the miscommunication and misinterpretation of information.

Mr. Yao will conduct all the site investigations and field visits. All of the site photos, information, and decisions are documented and kept on the Yao Engineering server to allow access to the project team.

Mr. Kopec and Mr. Ward will work on the design with the oversight and direction provided by Mr. Yao. Mr. Yao, Mr. Kopec, and Mr. Ward have worked in this type of arrangement for over 5 years and have successfully completed dozens of projects ranging from pumping stations to plants.

Mr. Barnes will provide the quality control and peer review to assure that the design drawings are compliant with the National Electrical Code and the City’s Standards. Mr. Barnes’ quality control review will occur concurrently with the City’s review so the schedule is not negatively impacted, while the quality of the drawings is not compromised.

SECTION 5 – COST PROPOSAL

Rate Schedule:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$75</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$90</td>
</tr>
<tr>
<td>Senior Electrical Professional</td>
<td>$100</td>
</tr>
<tr>
<td>Senior Electrical Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Principal Electrical Engineer</td>
<td>$135</td>
</tr>
</tbody>
</table>

SECTION 6 – OTHER INFORMATION

Company Information:

A. Company Name:
   a. Yao Engineering, Inc.

B. Address:
   a. 2960 Huntington Dr. #80367, San Marino, CA. 91108

C. Contact Person:
   a. Felix Yao, Principal

D. Contact Information:
   a. Cell-phone: (407) 493-4941
   b. Email: fyao@yaoengineering.com
### References:

<table>
<thead>
<tr>
<th>Jaime Fidello, PE</th>
<th>Los Angeles Department of Water and Power (LADWP)</th>
<th>LADWP South Haiwee Water Treatment Plant: Engineering Design to provide 480V service, distribution panelboard, lighting, grounding, extending a new aerial fiber optic cable to the new control panel, and a fully automated SCADA system</th>
</tr>
</thead>
<tbody>
<tr>
<td>111 N. Hope St., Los Angeles, CA. 90012</td>
<td>South Haiwee WTP Upgrades 2015-2016 ~$70,000</td>
<td>LADWP Astoria Pump Station: provide power system study including arc flash study, coordination study, and short circuit study. Provide arc flash training.</td>
</tr>
<tr>
<td>(213) 367-4950</td>
<td>LADWP Astoria Pump Station Arc Flash 2017 ~$50,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Kam Insixiengmay, PE</th>
<th>California Water Services (CWS)</th>
<th>CWS Salinas Station 29: Engineering Design to replace existing standby generator and automatic transfer switch</th>
</tr>
</thead>
<tbody>
<tr>
<td>1720 N 1st St, San Jose, CA 95112</td>
<td>Salinas Station 29 Generator Replacement 2018-2019 ~$30,000</td>
<td>CWS Bear Gulch Station 16: Engineering Design to replace existing 480V distribution, lighting, grounding, and a fully automated SCADA system</td>
</tr>
<tr>
<td>(408) 367-8280</td>
<td>CWS Bear Gulch Station 16 Panelboard Replacement 2018-2019 ~$22,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gurkiran Kaur, PE</th>
<th>CWS</th>
<th>Cal Water Marysville Station 7: Engineering Design to replace existing 480V distribution, lighting, grounding, and a fully automated SCADA system</th>
</tr>
</thead>
<tbody>
<tr>
<td>1720 N 1st St, San Jose, CA 95112</td>
<td>Marysville Station 7 Panelboard Replacement 2018-2019 ~$25,000</td>
<td></td>
</tr>
<tr>
<td>(408) 367-8342</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chris Lindsey, PE</th>
<th>Southern California Metropolitan Water District (MWD)</th>
<th>MWD Rehabilitation of Pumping Stations: Electrical and Instrumentation Engineering Services During Construction, specifically additional design support and submittal reviews and RFI responses.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10244 Freeman Avenue Santa Fe Springs, CA 90670</td>
<td>Rehabilitation of Pumping Stations 2018-Present ~$30,000</td>
<td>City of Manteca Pump Station Control Panel 2019-Present ~$5,000</td>
</tr>
<tr>
<td>(562) 777-9724</td>
<td>City of Manteca Pump Station Control Panel 2019-Present ~$5,000</td>
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</table>

### Contract Exceptions:

Yao Engineering is only proposing on the Electrical and/or Instrumentation portion of task orders related to this RFP. No other disciplines have been included per the Q&A Answers 1.2, 1.5, and 1.11.
Mr. Yao is a professional electrical engineer with 16 years of experience in consulting engineering and management. He has designed electrical systems for water and wastewater facilities, industrial facilities, architectural facilities, commercial facilities, and federal facilities. He has provided technical leadership, quality control, and design and construction services.

Mr. Yao has power system experience which includes transmission systems with voltages up to 115kV and distribution systems with voltages up to 69kV; prime, standby, and emergency generators; switchgear; switchboards; motor control centers; panelboards, variable frequency drives; uninterruptible power supplies; lighting; lighting control; fire alarm; telecommunications; security and access control; lightning protection; and paging and area warning systems.

Mr. Yao has SCADA systems experience which includes both ring and star topology system architectures, programmable logic controllers (PLC), remote I/O (RIO), and human machine interfaces (HMI). He has experience with major PLC manufacturers such as Allen-Bradley, Square D (Schneider Electric), and Siemens.

MUNICIPAL/INDUSTRIAL FACILITIES

Colorado River Pumping Plants Sump Rehabilitation, The Metropolitan Water District of Southern California (MWD), Los Angeles, California. Mr. Yao is serving as the QA/QC electrical engineer and design engineer for temporary pumping systems during the construction phase of the Colorado River Pumping Plants Sump Rehabilitation project.

Cal Water Electrical Equipment Replacement – Dominguez, Bear Gulch, Salinas, Marysville, Livermore, Commerce, and Visalia, CA. Mr. Yao served as the senior electrical and instrumentation engineer for the design of several pump stations whose electrical and controls systems were being replaced in their entirety. The design includes either 480V or 240V distribution systems, lighting, grounding, control panels communicating via telemetry, and standby generator.

South Hawaiee Reservoir Water Treatment Facility, Los Angeles Department of Water and Power (LADWP), Los Angeles, California. Mr. Yao served as project engineer for the electrical and instrumentation design of a water treatment facility. The design includes a 240V power distribution system, lighting, grounding, multiple control panels, control strategies, short circuit analysis, coordination study, arc flash analysis, and arc flash labels.

Bay Delta Habitat & Conservation & Conveyance Program, The Metropolitan Water District of Southern California (MWD), Los Angeles, California. Mr. Yao served as electrical engineer during the conceptual phase of the Bay Delta project. The conceptual design includes 115kV substation, 15kV switchgear, 480V switchgear and motor control centers (MCCs), 15kV variable frequency drives (VFDs), and emergency standby generators.

Owens Lake Ph.7A and Ph.9/10, Los Angeles Department of Water and Power (LADWP), Los Angeles, California. Mr. Yao served as project engineer during construction for Phases 7a and 9/10. The construction includes 4.8kV power distribution, 480V power distribution, grounding, remote telemetry, and a fully automated SCADA system.

WBA Chromium 6 Removal Facility, City of Glendale, Glendale, California. Mr. Yao served as project engineer for the electrical design of a new weak-base anion (WBA) system. The design includes a 480V power distribution system, exterior lighting, and grounding.
El Monte Remediation, El Monte, El Monte, California. Mr. Yao served as project engineer for the electrical and instrumentation design and construction of a new remediation facility. The design includes a 480V power distribution system, exterior lighting, grounding, and a fully automated SCADA system.

Playa Vista Remediation, Playa Vista, Playa Vista, California. Mr. Yao served as project engineer for the electrical and instrumentation design and construction of a new remediation facility. The design includes a 480V power distribution system, exterior lighting, grounding, and a fully automated SCADA system.

North Booster Pump Station, Pinellas County, Florida. Mr. Yao served as project engineer for the electrical and instrumentation design and construction of valve vault upgrades. The design includes a 480V power distribution system, field devices, and automating valves via a SCADA system.

Clermont Water Treatment Plant, City of Clermont, Florida. Mr. Yao served as project engineer for the electrical and instrumentation design and construction of a new water treatment plant. The design includes a 480V power distribution system, 480V standby generators, interior and exterior lighting, lightning protection, and a fully automated SCADA system.

Eastern Water Treatment Facility Expansion, Orange County Utilities (OCU), Orange County, Florida. Mr. Yao served as project engineer for the electrical and instrumentation design and construction of expanding the plant from 50 mgd to 62.5 mgd. The design includes a 4160V power distribution system, 4160V parallel standby generators, neutral grounding resistors, interior and exterior lighting, lightning protection, fire alarm, and a fully automated SCADA system.

East Naples/Solana Road Booster Pump Station, City of Naples, Florida. Mr. Yao served as project construction engineer whose responsibilities include overseeing construction of 2 booster pump stations. The construction includes a 480V power distribution system, 480V standby generator, interior and exterior lighting, lightning protection, fire alarm, security, and a fully automated SCADA system.

G-370 and G-372 Pump Stations, South Florida Water Management District, Holey Land Wildlife Management Area, Florida. Mr. Yao served as project engineer for SCADA system improvements to avoid catastrophic flooding in the event of power failure. The improvements include modifications to the SCADA system to be capable of manually operating the pump stations in the event that both the local HMIs and telemetry simultaneously lose power.

Olga Water Treatment Plant, Lee County, Florida. Mr. Yao served as project engineer for the electrical and instrumentation design and construction to add a PAC and Alum system to an existing water treatment plant along with some additional improvements. The design includes a 480V power distribution system, interior and exterior lighting, security/card access system, lightning protection, and a fully automated SCADA system.

Pump Station No. 60 and 97 Improvements, Toho Water Authority, Kissimmee, Florida. Mr. Yao served as project engineer for the electrical and instrumentation construction improvements to address projected flow and reliability issues. The design includes a pump control panel, 480V standby generator, odor control system, submersible pump, and a magnetic flow meter.

Ohio County Water Treatment Plant, Ohio County Water District, Cromwell, Kentucky. Mr. Yao served as project engineer for the electrical design of a new 4.0MGD surface plant. The design includes a 480V power distribution system, 480V standby generator, interior and exterior lighting, lightning protection, fire alarm, and a fully automated SCADA system.
Mr. Barnes is an electrical engineer with 30 years of experience in engineering and management. He has designed electrical systems for water facilities, industrial facilities, architectural facilities, commercial facilities, and federal facilities. He has provided technical leadership, quality control, and design and construction services.

Mr. Barnes has power system experience which includes distribution systems with voltages up to 5kV; prime, standby, and emergency generators; switchgear; switchboards; motor control centers; variable frequency drives; uninterruptible power supplies; lighting; lighting control; fire alarm; fueling facilities; telecommunications; security and access control; lightning protection; and paging and area warning systems.

Mr. Barnes has SCADA systems experience which includes both ring and star topology system architectures, programmable logic controllers (PLC), remote I/O (RIO), and human machine interfaces (HMI).

Los Angeles Department of Water and Power (LADWP), Central District Headquarters Project – Los Angeles, CA Mr. Barnes provided electrical engineering services for assessing existing electrical equipment, QA/QC inspection during construction and startup and testing of fleet fueling facilities and bulk fuel dispensing facility, paint booth facility, heavy equipment maintenance facility, office and maintenance shop buildings, multiple 5kV switchgears, 480V/277V and 120V distribution systems and standby generator, grounding, guard shacks, fire and security systems, telecomm fiber and copper systems, and lighting systems.

Los Angeles Department of Water and Power (LADWP), Pumping Stations and Water Treatment Stations – Los Angeles, CA Mr. Barnes served as the electrical/instrumentation engineer, QA/QC and design and preparation of construction and material specifications for several pump stations, regulator stations, water storage tanks, and water treatment stations consisting of Chlorine, Ammonia, Zinc Orthophosphate, and Fluoride whose electrical and controls systems were completely designed from ground up. The design includes either 4160V, 2300V, 480V or 240V distribution systems, lighting, MTS, ATS, VFDs, passive filters, lift stations, lighting, grounding, traveling bridge cranes, regulating and control valve vaults, water tank controls, SCADA systems using PLCs and HMIs, control panels communicating via telemetry and SCADA, and standby generator. Also developed reports to assess the remaining useful life of the electrical and instrumentation equipment.

Los Angeles Department of Water and Power (LADWP), Owens Lake Phases (1-10) -Los Angeles, California. Mr. Barnes served as electrical engineering services for assessment of existing electrical and instrumentation equipment, QA/QC inspection during design, submittal reviews, construction and startup and testing during construction for Phases 1-10. The construction includes 4.8kV power distribution, 480V power distribution, control panels, maintenance grounding, remote telemetry, and a fully automated SCADA system with multiple Allen Bradley Controllogix PLCs and Panelview HMIs and GE iFix HMIs, 2.4 GHz and 900Mz radio communication systems, fleet fueling facilities and bulk fuel dispensing facility, heavy equipment maintenance facility, office and maintenance shop buildings, multiple 480V switchgears, 480V/277V and 120V distribution systems and standby generators, grounding, fire and security systems, telecomm fiber racks and cabinets and copper systems, instrumentation like LI Ts, PIFs,
and FITs, water treatment facility, interior and exterior lighting, lightning protection and low voltage lighting control systems.

**Los Angeles Department of Water and Power (LADWP), Stone Canyon Weir Monitoring Station – Los Angeles, CA**

Mr. Barnes designed, developed, and implemented weir level monitoring system utilizing PLC's and provided local operator interface, dial-up trouble-shooting capabilities and uninterruptible power supply. He also designed, configured, and programmed point to point full duplex hard wired modems for control system monitoring and control for Stone Canyon weir project.

**Los Angeles Department of Water and Power (LADWP), Balboa Pumping Station Project – Los Angeles, CA**

Mr. Barnes was the project manager of the Balboa Pumping Station. Directed a team of engineers to conduct hydraulic studies, trouble-shoot chemical and pumping systems, and automate the controls of the station. This pumping station is delivering recycled water to Woodley Golf Course. The design includes 4160V, 480V and 240V distribution systems, lighting, VFDs, lighting, grounding, regulating and control valve vaults, water tank controls, SCADA systems using PLCs and HMIs, control panels communicating via telemetry and SCADA.

**Los Angeles Department of Water and Power (LADWP), Arc Flash and SCADA Projects– Los Angeles, CA**

Mr. Barnes is the contract administrator of Arc Flash and SCADA projects. Prepares task assignments, monitors progress versus expenses, and conducts monthly evaluation reports.

**Los Angeles Department of Water and Power (LADWP), Various Projects – Los Angeles, CA**

Mr. Barnes witnessed medium and low voltage cable factory tests. Inspected 34.5kV and 4.8kV service installations and Industrial Stations. Supervised the implementation of SCADA PI monitoring software and High Performance Human Machine Interfaces for several facilities. Designed telecommunication fiber and telecomm backbone for control and security cameras systems and coordinated with Fiber and Telecomm groups for various facilities.

**Los Angeles Department of Water and Power (LADWP), Stone Canyon Water Quality Improvement Project - Los Angeles, California**

Mr. Barnes served as electrical engineering services for design, submittal reviews, construction and startup testing during construction for the Stone Canyon Water Quality Improvement Project which he coordinated his design with three design consultant firms. The design consisted of a Water Treatment Station for Chlorine, Fluoride, Ammonia, Zinc Orthophosphate, injection vaults, 20 regulating valve control vaults, weir monitoring vault, 1 MG diversion structure, construction trailers, lift-stations, 2 Pumping Stations, Microfiltration Plant, 2 large drinking water reservoirs, 2 entrance gates and a guard shack with single mode fiber and copper telecommunication lines connecting all these stations, vaults, gates, and guard shack together for communications and control purposes over a 2 mile site. The construction includes 4.8kV power distribution, 480V power distribution, control panels, maintenance grounding, remote telemetry, and a fully automated SCADA system with multiple Allen Bradley Contrologix PLCs and Panelview HMIs and GE iFix HMIs, multiple 480V switchgears, 480V/277V and 120V distribution systems and standby generators, instrumentation like LITs, PITs, and FITs, grounding, fire and security systems, security cameras at each station, vault and gate, telecomm fiber racks and cabinets, sump pumps, interior and exterior lighting, low voltage lighting control systems. In addition, he reviewed fiber test results submittals for the project.
Mr. Kopec is an electrical engineer with 7 years of experience in consulting engineering for water, wastewater, and substation facilities. He has designed power systems which include voltages up to 24.9kV, switchgear, switchboards, motor control centers, VFD’s, lighting, standby generators, power system analysis, short circuit analysis, coordination, arc flash studies, and ring & star topology systems. He has been responsible for the preparation of plans and technical specifications.

MUNICIPAL/INDUSTRIAL FACILITIES

Cal Water Electrical Equipment Replacement – Dominguez, Bear Gulch, Salinas, Marysville, Livermore, Commerce, and Visalia, CA Mr. Kopec served as the junior electrical and instrumentation engineer for the design of several pump stations whose electrical and controls systems were being replaced in their entirety. The design includes either 480V or 240V distribution systems, lighting, grounding, control panels communicating via telemetry, and standby generator.

South Haiwee Reservoir Water Treatment Facility, Los Angeles Department of Water and Power (LADWP), Los Angeles, California. Mr. Kopec served as the junior engineer for the electrical and instrumentation design of a water treatment facility. The design includes a 240V power distribution system, lighting, grounding, multiple control panels, control strategies, short circuit analysis, coordination study, arc flash analysis, and arc flash labels.

A2 Lift Station, Elsinore Valley Municipal Water District, California. Mr. Kopec was responsible for conducting an arc flash and coordination studies on a 12,470-480-volt new system. The arc flash and coordination studies included the use of SKM, reviewing submittals, reviewing as-built drawings, calculations, and creating a report with arc flash stickers.

Palo Verde Generating Station, Arizona Public Service Electric Company, Arizona. Mr. Kopec was responsible for conducting arc flash and coordination studies on 13800-480/277-volt and 240-volt systems. The arc flash and coordination studies included the use of SKM, reviewing submittals, reviewing as-built drawings, calculations, and creating a report.

PS 12 Bon Air and PS 13 Greenbrae Pump Stations, Ross Valley Sanitary District, California. Mr. Kopec was responsible for conducting coordination studies on 480-volt and 240-volt systems with standby generators. The coordination studies included the use of SKM, reviewing submittals, reviewing as-built drawings, calculations, and creating a report.

Shea Water Systems Improvements, Epcor Water, Fountain Hills, Arizona. Mr. Kopec was responsible for designing the electrical, instrumentation systems and specifications for the chemical storage area. The design includes replacing the existing 120-volt power distribution system with a new 120-volt system and modifications to the 480-volt distribution system.

Skymeadows Booster Pump Station, Elsinore Valley Municipal Water District (EVMWD), Lake Elsinore, California. Mr. Kopec was responsible for designing the removal of an existing 100 horsepower and replacing it with a new 350 horsepower pump. The design includes modification to the 480-volt power distribution motor control center, control and instrumentation.

Owens Lake Ph.7A and Ph.9/10, Los Angeles Department of Water and Power (LADWP), Los Angeles, California. Mr. Kopec was responsible for Phases 7a and 9/10.
design and construction support services. The design included 4.8kV power distribution, 480V power distribution, grounding, remote telemetry, and a fully automated SCADA system.

**Manhattan Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles, California.** Mr. Kopec was responsible for short circuit analysis, coordination and arc flash studies for various LADWP sites. The studies included data collection, calculations, report generation, label printing and training. The power systems voltages included 34,500-volt, 4800-volt, 2400-volt, 480-volt, and 240-volt.

**Calneva Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles, California.** Mr. Kopec was responsible for short circuit analysis, coordination and arc flash studies for various LADWP sites. The studies included data collection, calculations, report generation, label printing and training. The power systems voltages included 34,500-volt, 4800-volt, 2400-volt, 480-volt, and 240-volt.

**San Pedro Harbor Yard and Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles, California.** Mr. Kopec was responsible for short circuit analysis, coordination and arc flash studies for various LADWP sites. The studies included data collection, calculations, report generation, label printing and training. The power systems voltages included 34,500-volt, 4800-volt, 2400-volt, 480-volt, and 240-volt.

**Astoria Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles, California.** Mr. Kopec was responsible for short circuit analysis, coordination and arc flash studies for various LADWP sites. The studies included data collection, calculations, report generation, label printing and training. The power systems voltages included 34,500-volt, 4800-volt, 2400-volt, 480-volt, and 240-volt.

**Coldwater Canyon Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles, California.** Mr. Kopec was responsible for short circuit analysis, coordination and arc flash studies for various LADWP sites. The studies included data collection, calculations, report generation, label printing and training. The power systems voltages included 34,500-volt, 4800-volt, 2400-volt, 480-volt, and 240-volt.

**Truckee Meadows Water Reclamation Facility RAS Pump Improvements, Reno, Nevada.** Mr. Kopec was responsible for the specifications and design for upgrades to the treatment plant RAS Pumps. Design involved replacing 5-30 horsepower pumps with 6-125 horsepower pumps while reusing existing conduit and VFD enclosures. The design included 480-volt power distribution, equipment layout, one-lines, conduit and wiring sizing.

**Shoal Creek Pump Station, KC Water Services, Kansas City, Kansas.** Mr. Kopec was responsible for the specifications and design for a new pump station. Specifications involved the selection of transformers, VFD’s, switchboard, and panelboards. The design included 480-volt power distribution, conduit routing, equipment layout, one-line, VFD schematics, panel schedules, lighting, and conduit and wiring sizing.

**Village Creek WRF Peak Flow Management Project, Fort Worth, Texas.** Mr. Kopec was responsible for the specifications and design work in the expansion of the High Rate Clarification System including the High Rate Clarification Pump Station. The design included 480-volt power distribution, conduit routing, equipment layout, one-lines, panel schedules, and conduit and wiring sizing.

**Johnson County Wastewater, Wastewater Treatment Plant Repairs and Upgrade, Mission, Kansas.** Mr. Kopec was responsible for the specifications and design for upgrades to the electrical systems for this water treatment plant. Specifications involved the selection of transformers, low voltage cable, motor control center, and panelboards. The design included 480-volt power distribution, conduit duct bank routing, equipment layout, one-lines, motor control schematics, panel schedules, lighting, and conduit and wiring sizing.
Mr. Ward has been an electrical draftsman and designer with 6 years of experience specializing in electrical power systems, lighting, and special systems drafting and design. Mr. Ward is responsible for electrical drafting duties in various CAD programs, and performing basic electrical engineering tasks such as creating single line diagrams, power plan layouts, and load calculations. He has experience on a wide variety of projects including Higher Education, Wastewater Treatment, Data Center Infrastructure, Bus Facilities, Industrial Facilities, and Food and Beverage Facilities. Mr. Ward has also had extensive experience working as a CAD manager/coordinate and performing basic engineering duties on numerous projects.

MUNICIPAL/INDUSTRIAL FACILITIES

Manhattan Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles CA. This project consisted of analyzing an existing power system and creating accurate single line diagrams and Arc Flash studies. The systems consisted of medium voltage switchgear, low voltage power panels, and medium voltage motors. Mr. Ward was the drafter for the single line diagrams and assisted with project budgeting and compiling deliverables.

Calneva Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles CA. This project consisted of analyzing an existing power system and creating accurate single line diagrams and Arc Flash studies. The systems consisted of medium voltage switchgear, low voltage power panels, and medium voltage motors. Mr. Ward was the drafter for the single line diagrams and assisted with project budgeting and compiling deliverables.

Coldwater Canyon Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles CA. This project consisted of analyzing an existing power system and creating accurate single line diagrams and Arc Flash studies. The systems consisted of medium voltage switchgear, low voltage power panels, and medium voltage motors. Mr. Ward was the drafter for the single line diagrams and assisted with project budgeting and compiling deliverables.

Astoria Pumping Station, Los Angeles Department of Water and Power (LADWP), Los Angeles CA. This project consisted of analyzing an existing power system and creating accurate single line diagrams and Arc Flash studies. The systems consisted of medium voltage switchgear, low voltage power panels, and medium voltage motors. Mr. Ward was the drafter for the single line diagrams and assisted with project budgeting and compiling deliverables.

Project Kamino, Cargill, Blair NE. This project consists of installing new sludge handling facilities and modification of existing facilities and structures for corn processing waste. The new facilities included two sludge bunkers, one retrofitted into an existing area and one in a new location, as well as two new sequencing biological reactors each with a 4.9 mgal capacity, and an 8,600-square foot service building. Mr. Ward's responsibilities included: Management and coordination of an eight-discipline team of drafters/modelers and engineers utilizing multiple different software and software versions in conjunction. Giving direction to mid and lower level electrical engineers and drafters/modelers in our Chennai office. Coordination of AutoCAD Plant 3D, AutoCAD, Revit, Navisworks, and ProjectWise software between the various disciplines. Mr. Ward is primarily involved in team coordination, electrical power system design, lighting design, and served as an instrumentation drafter to create P&IDs. As a part of the power system design, existing 480V and 4160V distribution equipment is being modified and retrofitted, and new 480V MCC sections are being installed.

EMTA Transit Operations Phase 2, Erie Metropolitan Transit Authority, Erie PA. EMTA
Phase 2 consisted of three large buildings for bus storage, customer parking, and administration of the local transit authority bus fleet. The bus storage building is 66,000 square feet with an interior inspection pit and bus washing area, as well as a diesel and CNG fueling station just outside. The administration building is for transit operations for the bus fleet, is two stories at a total of 16,000 square feet, and is attached to a four-level car parking garage. Standby power was required in an emergency event to maintain the full functionality of the bus transit operations, which entailed installing an 800kW generator. Some of Mr. Wards responsibilities included: Create 3D electrical models using Autodesk Revit software. Prepared sheets for deliverables. Drafted and designed power plans including electrical room layouts, receptacle layouts, and bus maintenance and storage equipment power. Draft/design lighting plans and calculations for interior office spaces, bus storage and maintenance areas, exterior parking lot and building façade lighting. Draft/design fire alarm, security, and networking plans. Draft/design single line, elementary, and wiring diagrams. Mr. Ward coordinated with the HVAC engineering subconsultant to power a substantial HVAC system in the bus storage area, that is capable of six air changes per hour. He also assisted in laying out the gas detection system in the bus storage building.

Utility Infrastructure Engineering for Tepper School of Business, Carnegie Mellon University, Pittsburgh PA. The Tepper Utilities project involved designing the power system of switchgear to feed a new School of Business and to facilitate plans to power a new quadrangle campus, using a single ended medium voltage switchgear with plans to add a second switchgear and create a medium voltage campus loop. Mr. Ward was tasked with creating power system and telecommunications drawings at the direction of senior level electrical engineers. He also assisted in the design of the power system, and coordinating project deliverables. Some of his responsibilities included coordinating with other consultants doing work in the same area, coordinating with subconsultants, and analyzing 2D and 3D drawings to avoid electrical work clashing with other work.

Trees Field, University of Pittsburgh, Pittsburgh PA. The University of Pittsburgh's Trees Field was a redevelopment project at a dated exterior sports field. A large air structure was erected over a full-size soccer field for intramural practice. New sports lighting was also installed for a new practice field adjacent to the air structure, as well as a storage building, maintenance building upgrade, and security booth. Mr. Ward was responsible for drafting and preliminary design duties for the power system, underground ductbank coordination, site and internal lighting, and fire alarm and networking plans.

Avon Lake Regional Water, Avon Lake Water Pollution Control Center Plant Improvements Project, Cleveland OH. The Avon Lake Plant Improvements Project consisted of large-scale upgrades to many existing facilities and infrastructure as well as several new buildings. A new screening building, raw sewage pump station, alum sludge thickening building/tank, and grit removal system were built as well as a new exterior 1500kW substation. Mr. Ward was primarily responsible for drafting power plans, networking plans and diagrams, panelboard schedules, site power plans, elementary and schematic diagrams, and details for senior electrical engineers. He also assisted in lighting calculations and created instrumentation plans.

Momentive Performance Materials Power System Studies Report, Momentive, Friendly WV. Momentive Power Systems Studies Report consisted of electrical engineering calculations for Arc Flash, Short Circuit, Load Flow, TCC Curve, and Breaker/Relay settings for an 8000A, 4160V main substation. This large project involved a medium voltage and low voltage power system with many subfed switchgear and panelboards. Mr. Ward was tasked with single line drafting and deliverable coordination working directly with the client, as well as drafting and document processing duties.
Fee Proposal per the Scope of Service in the RFP:

Assumption: the hours shown are for a task order related to the upgrade of an electrical service and electrical distribution at a duplex pump station within the City of Pico Rivera.
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<th>Task Description</th>
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<td>J: Bid Process</td>
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<td>K: Construction Support Services</td>
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To: Mayor and City Council  
From: City Manager  
Meeting Date: March 24, 2020  
Subject: APPROVE CALIFORNIA CHOICE ENERGY AUTHORITY TO ENTER INTO A LONG-TERM ENERGY STORAGE RESOURCE ADEQUACY AGREEMENT WITH BLACK WALNUT ENERGY STORAGE, LLC ON BEHALF OF PICO RIVERA INNOVATIVE MUNICIPAL ENERGY

Recommendation:

1. Approve California Choice Energy Authority to enter into a long-term energy storage resource adequacy agreement with Black Walnut Energy Storage, LLC on behalf of Pico Rivera Innovative Municipal Energy.

Fiscal Impact:

An estimated annual cost of up to $118,000 over the next ten (10) years totaling $1,180,000, will be invoiced to PRIME (Account No. 560.16.1635-54275) according to generation volumes produced each calendar year. Sufficient PRIME revenues will be generated to cover operating expenses, power procurement, and reserve funds that will provide financial and rate stability to the program.

Background:

In November 2019, the California Public Utilities Commission (CPUC) approved Decision 19-11-016 (Decision) intended to address concerns that the state would have insufficient generation capacity resources beginning in summer 2021. The Decision requires all load serving entities, including Community Choice Aggregation (CCA) programs to procure 3300 MW of incremental resource adequacy. The Decision provides allocations for each load serving entity. Pico Rivera Innovative Municipal Energy (PRIME) was allocated 2.6 MWs of additional monthly resource adequacy procurement. Additionally, the Decision requires that the term for contracts for each non-natural gas resource used to satisfy this requirement be ten (10) years or greater.

Discussion:

In order to meet the requirements of the Decision, California Choice Energy Authority (CalChoice), on behalf of PRIME and its other member agencies, has bilaterally
engaged the market and has targeted preferred contracting opportunities. CalChoice and its legal and technical team have negotiated and finalized commercial and contract terms on behalf of its member agencies with esVolta for its Black Walnut Energy Storage project. CalChoice, on behalf of its member agencies, will be contracting with Black Walnut Energy Storage, LLC (esVolta) for 15 MW of local and flexible resource adequacy, 2 MW of which is for PRIME. The project is a battery storage project located in Santa Paula, California.

As a condition of the contract, esVolta recognizes and accepts the secured deposit account in the name of PRIME as credit and collateral, and no other security or credit backing by the city will be required.

**Conclusion:**

It is recommended that the City Council approve California Choice Energy Authority to enter into a long-term energy storage resource adequacy agreement with Black Walnut Energy Storage, LLC on behalf of Pico Rivera Innovative Municipal Energy.

Steve Carmona

SC:KF:ac

Enclosure: 1) Power Purchase Agreement
IN FRONT OF THE METER
ENERGY STORAGE RESOURCE ADEQUACY AGREEMENT
COVER SHEET

Seller: Black Walnut Energy Storage, LLC, a Delaware limited liability company

Buyer: California Choice Energy Authority, a California joint powers authority, on behalf of City of Pico Rivera, a California municipal corporation and general law city (d/b/a Pico Rivera Innovative Municipal Energy)

Description of Project: Black Walnut Energy Storage

Contract Amounts:

RA Attributes: 
Local RA Attributes: 
Flexible RA Attributes: 

Payment Quantity: 

Contract Price: 

Milestones:

<table>
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<tr>
<th>Milestone</th>
<th>Date</th>
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<td>Interconnection Agreement Execution Deadline</td>
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<tr>
<td>Site Control Deadline</td>
<td>March 1, 2021</td>
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<td>Construction Start Deadline</td>
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<td>Expected Initial Delivery Date</td>
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Delivery Term: 10 Contract Years
# TABLE OF CONTENTS

**ARTICLE 1: DEFINITIONS**  ......................................................................................................... 1  
 1.1 Contract Definitions ................................................................................................  1  
 1.2 Rules of Interpretation ...................................................................................... 17  

**ARTICLE 2: TERM**  ..................................................................................................................... 19  
 2.1 Effectiveness ........................................................................................................ 19  
 2.2 Term ....................................................................................................................... 19  

**ARTICLE 3: PROJECT DEVELOPMENT**  ................................................................................. 19  
 3.1 Project Construction .............................................................................................. 19  
 3.2 Interconnection ...................................................................................................... 20  
 3.3 Metering ................................................................................................................. 20  
 3.4 Progress Reports .................................................................................................... 20  
 3.5 Remedial Action Plans .......................................................................................... 21  

**ARTICLE 4: INITIAL DELIVERY DATE**  ................................................................................. 21  
 4.1 Timing of the Initial Delivery Date ....................................................................... 21  
 4.2 Conditions Precedent to the Initial Delivery Date ................................................. 22  
 4.3 Cooperation in Connection with Initial Delivery Date .......................................... 23  
 4.4 Confirmation of Initial Delivery Date ................................................................... 24  

**ARTICLE 5: TRANSACTION**  .................................................................................................... 24  
 5.1 Product ................................................................................................................... 24  
 5.2 Purchase and Sale Obligation ................................................................................ 24  
 5.3 Allocation of CAISO Payments and Costs ............................................................ 25  

**ARTICLE 6: OPERATIONS**  ....................................................................................................... 25  
 6.1 Operations .............................................................................................................. 25  
 6.2 Charging Energy .................................................................................................... 25  
 6.3 Standard of Care .................................................................................................... 25  
 6.4 Buyer’s Compliance Obligations; Certification of Product .................................. 26  
 6.5 Scheduling ............................................................................................................. 26  
 6.6 Information Sharing and Shared Learning ............................................................ 27  
 6.7 Changes in Law ..................................................................................................... 27  

**ARTICLE 7: EVENTS OF DEFAULT; REMEDIES**  ................................................................. 28  
 7.1 Events of Default ................................................................................................... 28  
 7.2 Remedies; Declaration of Early Termination Date ............................................... 30  
 7.3 Termination Payment ............................................................................................ 31  
 7.4 Notice of Payment of Termination Payment ......................................................... 31  
 7.5 Disputes with Respect to Termination Payment .................................................... 31  
 7.6 Rights and Remedies Are Cumulative ................................................................... 31
ARTICLE 17: RECORDS AND AUDIT RIGHTS ................................................................. 46
  17.1 Operations Logs .............................................................................................. 46
  17.2 Records and Audit ......................................................................................... 47
  17.3 General Audit Right ...................................................................................... 47
  17.4 State Auditor .................................................................................................. 47
  17.5 Data Request Cooperation ............................................................................. 47
  17.6 Access Rights ................................................................................................. 47

ARTICLE 18: ASSIGNMENT ....................................................................................... 47
  18.1 General Prohibition on Assignment ............................................................... 47
  18.2 Collateral Assignment .................................................................................... 48
  18.3 Permitted Assignment by Seller ..................................................................... 48
  18.4 Permitted Assignment by Buyer ..................................................................... 48
  18.5 Unauthorized Assignment; Costs ................................................................... 48

ARTICLE 19: DISPUTE RESOLUTION ........................................................................ 49
  19.1 Governing Law .............................................................................................. 49
  19.2 Dispute Resolution ......................................................................................... 49

ARTICLE 20: CONFIDENTIAL INFORMATION ......................................................... 49
  20.1 Confidential Information ............................................................................... 49
  20.2 Permitted Disclosures ................................................................................... 49
  20.3 Remedies ........................................................................................................ 50

ARTICLE 21: GENERAL PROVISIONS ...................................................................... 50
  21.1 Entire Agreement; Integration; Exhibits ......................................................... 50
  21.2 Amendments .................................................................................................. 50
  21.3 Survival .......................................................................................................... 50
  21.4 Waivers .......................................................................................................... 51
  21.5 No Agency, Partnership, Joint Venture or Lease ............................................ 51
  21.6 Severability .................................................................................................... 51
  21.7 Mobile Sierra .................................................................................................. 51
  21.8 Counterparts ................................................................................................... 51
  21.9 Electronic Delivery ........................................................................................ 52
  21.10 No Recourse to Members of Buyer ............................................................... 52
  21.11 Lockbox Account ........................................................................................ 52
  21.12 Forward Contract ........................................................................................ 52
  21.13 Further Assurances ...................................................................................... 52

ARTICLE 22: NOTICES ............................................................................................... 52
  22.1 Addresses for the Delivery of Notices ............................................................ 52
  22.2 Time of Delivery ............................................................................................ 53
APPENDICES

Appendix I – Description of Project & Units ................................................................. I-1
Appendix II – Operational Characteristics ................................................................. II-1
Appendix III – Progress Reporting Form ................................................................... III-1
Appendix IV – Certification for Commercial Operation .............................................. IV-1
Appendix V-A – Form of Letter of Credit ................................................................. V-A-1
Appendix V-B – Form of Guaranty ........................................................................... V-B-1
Appendix VI – Project Safety Plan and Documentation ............................................... VI-1
Appendix VII – MUA Decision Attestation ................................................................. VII-1
Appendix VIII – Notices ......................................................................................... VIII-1
Appendix IX – Not Used ......................................................................................... IX-1
Appendix X – Not Used ......................................................................................... X-1
Appendix XI – Not Used ......................................................................................... XI-1
Appendix XX – Workforce Development and Community Investment Obligations .... XX-1
ENERGY STORAGE RESOURCE ADEQUACY AGREEMENT

This Energy Storage Resource Adequacy Agreement ("Agreement") is made by and between the buyer ("Buyer") and the seller ("Seller") as of ___________, 2020 ("Effective Date"), in each case as set forth on the cover sheet ("Cover Sheet") to this Agreement. Seller and Buyer are referred to each individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller intends to develop, design, permit, construct, own, and operate the Project; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1: DEFINITIONS

1.1 Contract Definitions. Capitalized terms used in this Agreement have the following meanings, unless otherwise specified:

“Affiliate” of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, employee, representative or agent of the Person. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management or policies of the specified Person, directly or indirectly, through one or more intermediaries.

“Agreement” has the meaning set forth in the preamble.

“Ancillary Services” has the meaning set forth in the CAISO Tariff.

“Availability Incentive Payments” has the meaning set forth in the CAISO Tariff.

“Availability Standards” has the meaning set forth in the CAISO Tariff.

“Balancing Authority” has the meaning set forth in the CAISO Tariff.

“Bankrupt” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator,
receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“**Bid**” shall have the meaning in the CAISO Tariff.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California.

“**Buyer**” has the meaning set forth in the preamble to this Agreement.

“**Buyer Group**” has the meaning set forth in Section 15.1.

“**CAISO**” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“**CAISO Grid**” means the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO’s operational control.

“**CAISO Markets**” has the meaning set forth in the CAISO Tariff.

“**CAISO Tariff**” means the CAISO Fifth Replacement FERC Electric Tariff and protocol provisions, including any CAISO-published procedures or business practice manuals, as they may be amended, supplemented or replaced (in whole or in part) from time to time.

“**Capacity Adjustment Date**” has the meaning set forth in Section 6.7(a).

“**Capacity Attributes**” means, any and all of the following attributes:

(a) RA Attributes,

(b) Local RA Attributes,

(c) Flexible RA Attributes, and

(d) Other Capacity Attributes.

“**CARB**” means the California Air Resources Board or any successor entity performing similar functions.

“**CEC**” means the California Energy Commission or any successor entity performing similar functions.

“**Change Notice**” has the meaning set forth in Section 6.7(a).

“**Change of Control**” means any circumstance in which esVolta, LP ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; provided that in calculating ownership percentages for all purposes of the foregoing clause (ii):
(a) any ownership interest in Seller held by esVolta, LP indirectly through one or more intermediate entities shall not be counted towards esVolta, LP’s ownership interest in Seller unless esVolta, LP directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“Charging Energy” means the amount of Energy withdrawn from the Utility Distribution Company’s electrical system, Participating Transmission Owner’s electrical system, the CAISO Grid, or otherwise, to be stored by the Project.

“Claim” has the meaning set forth in Section 15.1(a).

“Collateral Agent” has the meaning set forth in the Security Agreement.

“Commercial Operation Date” means the date stated in Seller’s Notice, substantially in the form of Appendix IV, upon which the Project became Commercially Operable.

“Commercial Operation Deadline” means the date that is seventy-five (75) days before the Expected Initial Delivery Date, as set forth on the Cover Sheet.

“Commercial Operation Milestone” means the Project becoming Commercially Operable on or before the Commercial Operation Deadline.

“Commercially Operable” with respect to the Project, is a condition occurring after such time as Mechanical Completion has occurred, commissioning is complete, the Project has been released by the EPC Contractor to Seller for commercial operations, and permission to operate has been formally obtained from the applicable transmission or distribution utility.

“Compliance Obligations” means the RAR, Local RAR, Flexible RAR, and any other resource adequacy or capacity procurement requirements imposed on Load Serving Entities (as defined in the CAISO Tariff) by the CPUC pursuant to the CPUC Decisions, by the CAISO, by the WECC, or by any other Governmental Authority having jurisdiction.

“Compliance Showings” means the total combination of (a) through (d) below that a Load Serving Entity (as defined in the CAISO Tariff) is required to make to the CPUC pursuant to the CPUC Decisions, or to any Governmental Authority having jurisdiction: (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), (c) Flexible RAR compliance or advisory showings (or similar or successor showings), and (d) other Capacity Attributes compliance or advisory showings (or similar or successor showings).

“Conditions Precedent” has the meaning set forth in Section 4.2.

“Confidential Information” has the meaning set forth in Section 20.1.
“Confirmation Notice” has the meaning set forth in Section 6.7(a).

“Construction Delay Cure Period” has the meaning set forth in Section 3.1(d).

“Construction Delay Damages” means liquidated damages in an amount equal to

“Construction Start” has the meaning set forth in Section 3.1(c).

“Construction Start Deadline” means the construction start deadline set forth on the Cover Sheet.

“Contract Amount” has the meaning set forth in Section 5.2(a).

“Contract Price” means the amount specified in Section 5.2(d).

“Contract Year” means a period of twelve (12) consecutive months; the first Contract Year shall commence on the Initial Delivery Date; and each subsequent Contract Year shall commence on the anniversary of the Initial Delivery Date. The final Contract Year may be a period of less than twelve (12) consecutive months.

“Contractor” means the EPC Contractor and its subcontractors, as well as Seller or Seller’s Affiliates if any such entities are developing, constructing, operating or maintaining the Project during the Term, and any entity or person under contract with Seller or Seller’s Affiliates for the purpose of developing, constructing, operating or maintaining the Project during the Term.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements that replace this Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.

“Cover Sheet” has the meaning set forth in the preamble to this Agreement.

“CPM” means “Capacity Procurement Mechanism” and has the meaning set forth in the CAISO Tariff and is inclusive of any successor mechanisms authorized by CAISO.

“CPM Capacity” has the meaning set forth in the CAISO Tariff.

“CPUC” or “Commission” means the California Public Utilities Commission or any successor entity performing similar functions.

“CPUC Decisions” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, and any other existing or subsequent decisions, resolutions or rulings related to resource adequacy, as may be amended from time to time by the CPUC.
“CPUC General Order No. 167” issued by the CPUC directs the implementation and enforcement of standards for the maintenance and operation of electric generating facilities and power plants and can be found at the link below:

http://docs.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/108114.htm

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

“Critical Milestone” has the meaning set forth in Section 3.5.

“Damage Payment” means the dollar amount equal to the total amount required to be posted by Seller as Development Security pursuant to Section 10.1.

“Defaulting Party” means the Party that is subject to an Event of Default.

“Delay Damages” means any Construction Delay Damages or IDD Delay Damages.

“Delay Notice” has the meaning set forth in Section 4.1(c)(i).

“Delivered Quantities” has the meaning set forth in Section 5.2(c).

“Delivery Term” has the meaning set forth in Section 2.2(b).

“Delivery Term Security” means

“Development Security” means

“Disclosing Party” has the meaning set forth in Section 20.2.

“Disclosure Order” has the meaning set forth in Section 20.2(a).

“Disclosure Request” has the meaning set forth in Section 20.2(b).

“Early Termination Date” has the meaning set forth in Section 7.2(a).

“EFC” or “Effective Flexible Capacity” has the meaning given to “Effective Flexible Capacity” in the CAISO Tariff.

“Effective Date” has the meaning set forth in the preamble.
“Electric System Upgrades” means any upgrades, including, Network Upgrades, Distribution Upgrades, or Interconnection Facilities (as these terms are defined in the CAISO Tariff), that are determined to be necessary by the CAISO, Participating TO, or Utility Distribution Company as applicable, to physically and electrically interconnect the Project to the Utility Distribution Company’s/Participating TO’s electric system for delivery of Energy from the Project such that the Project can provide Product at all times during the Delivery Term.

“Energy” means three-phase, 60-cycle alternating current electric energy, measured in MWhs.

“Environmental Costs” means costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, and the Product’s and Project’s compliance with all applicable environmental Laws, rules and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Product or Project, all operating and maintenance costs for operation of pollution mitigation or control equipment, costs of permit maintenance fees and emission fees as applicable, and the costs of all emission reduction credits, marketable emission trading credits, and any costs related to greenhouse gas emissions, required by any applicable environmental Laws, rules, regulations, and permits to operate, and costs associated with the disposal and clean-up of hazardous substances introduced to a Site or the Project.

“EPC Contract” means the Seller’s engineering, procurement and construction contract with the EPC Contractor.

“EPC Contractor” means Seller’s engineering, procurement and construction contractor or such Person performing those functions.

“Event of Default” means a Seller’s Event of Default or a Party’s Event of Default.

“Exigent Circumstance” means actual or imminent harm to life or safety, public health, third-party owned property, including a Site, or the environment due to or arising from the Project or portion thereof.

“Expected Initial Delivery Date” means the expected initial delivery date set forth on the Cover Sheet.

“FERC” means the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Flexible RA Attributes” means any and all flexible resource adequacy attributes, as may be identified at any time during the Delivery Term by the CPUC, CAISO or other Governmental Authority having jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes, Local RA Attributes, or Other Capacity Attributes.

“Flexible RAR” means the flexible resource adequacy requirements established for Load Serving Entities (as defined in the CAISO Tariff) by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Authority having jurisdiction.
“Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under the Agreement, but only if and to the extent (x) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation excused thereby, (y) the Party seeking to have its performance obligation excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under the Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (z) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby. Additionally:

(a) Force Majeure may include:

(i) acts of God, including landslide, lightning, earthquake, storm, hurricane, flood, drought, tornado, or other natural disasters and weather related events affecting an entire region which caused failure of performance;

(ii) transportation accidents affecting delivery of equipment only if such accident occurs prior to the Commercial Operation Date;

(iii) sabotage, riot, acts of terrorism, war and acts of public enemy; or

(iv) restraint by court order or other Governmental Authority.

(b) Force Majeure does not include:

(i) a failure of performance of any third party, including Participating TO, Utility Distribution Company, or any other party providing electric interconnection, distribution or transmission service (except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure event as defined above);

(ii) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure event as defined above);

(iii) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, the EPC Contractor or subcontractors thereof or any other third party employed by Seller to work on the Project;

(iv) Seller’s ability to sell the Product at a price greater than the price set forth in this Agreement or Buyer’s ability to purchase the Product at a price lower than the price set forth in this Agreement;

(v) Seller’s inability to obtain permits or approvals of any type for the construction, operation or maintenance of the Project, unless caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above;
(vi) Seller’s inability to complete interconnection by the Expected Initial Delivery Date, unless such delay is caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above;

(vii) Seller’s inability to obtain sufficient Charging Energy, fuel, power or materials to operate the Project, except if Seller’s inability to obtain sufficient Charging Energy, fuel, power or materials is caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above;

(viii) Seller’s failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement; or

(ix) Seller’s failure to obtain Site control, unless caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above.

“Force Majeure Failure” has the meaning set forth in Section 8.1(d).

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs, all of which should be calculated for the remaining Delivery Term to determine the value of the Product.

“Generally Accepted Accounting Principles” means the standards for accounting and preparation of financial statements established by the Federal Accounting Standards Advisory Board (or its successor agency) or any successor standards adopted pursuant to relevant SEC rule.

“Governmental Approval” means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions, notices to and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental Law, that are required for the development, use and operation of the Project, including any approvals required under the California Environmental Quality Act.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; provided, however, that “Governmental Authority” shall not in any event include any Party.

“Guarantor” means a Person having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s.
“Guaranty” means a guaranty issued by a Guarantor in the form and substance set forth in Appendix V-B or as otherwise deemed acceptable by Buyer.

“Hazardous Substance” means, collectively, (a) any chemical, material or substance that is listed or regulated under applicable Laws as a “hazardous” or “toxic” substance or waste, or as a “contaminant” or “pollutant” or words of similar import, (b) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, and (c) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any Laws.

“Indemnifiable Loss(es)” has the meaning set forth in Section 15.1(a).

“Initial Delivery Date” has the meaning set forth in Section 2.2(b).

“Interconnection Agreement” means the agreement(s) and associated documents (or any successor agreement and associated documentation approved by FERC or the CPUC) by and among Seller and, as applicable, the Utility Distribution Company, the Participating Transmission Owner, and the CAISO, governing the terms and conditions of the interconnection of the Project with the Utility Distribution Company’s or CAISO’s grid, including any description of the plan for interconnecting the Project to the applicable grid.

“Interconnection Agreement Execution Deadline” means the Interconnection Agreement execution deadline set forth on the Cover Sheet.

“Intercreditor and Collateral Agency Agreement” means that certain Intercreditor and Collateral Agency Agreement, dated as of June 30, 2017, by and among River City Bank, as Collateral Agent, the Secured Creditors from time to time party thereto, and Member.

“Interest Rate” has the meaning set forth in Section 9.2.

“Joinder” has the meaning set forth in the Intercreditor and Collateral Agency Agreement.


“Law” means any statute, law, treaty, rule, regulation, ordinance, code, Permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction,
including any of the foregoing that are enacted, amended, or issued after the Effective Date, and which become effective during the Term; or any binding interpretation of the foregoing.

“Lender” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Project, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Project or purchasing equity ownership interests of Seller or its Affiliates for purposes of providing financing or refinancing for the Project, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Project.

“Letter of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Appendix V-A.

“LIBOR” means the London Interbank Offered Rate for the corresponding deposits of U.S. dollars.

“Licensed Professional Engineer” means a person acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in California in accordance with applicable Law including Cal. Bus. & Prof. Code §§ 6700 et seq., (b) has training and experience in the power industry specific to the technology of the Project, (c) has no economic or familial relationship, association, or nexus with Seller or Buyer, other than to meet the obligations of Seller pursuant to this Agreement, (d) is not a representative of a consultant, engineer, contractor, designer or other individual involved in the development of the Project or of a manufacturer or supplier of any equipment installed at the Project, and (e) is licensed in an appropriate engineering discipline for the required certification being made.

“Local Capacity Area” has the meaning set forth in the CAISO Tariff.

“Local RA Attributes” means any and all resource adequacy attributes or other locational attributes related to a Local Capacity Area, as may be identified at any time during the Delivery Term by the CPUC, CAISO or other Governmental Authority having jurisdiction, associated with a physical location or point of electrical interconnection within the CAISO’s Balancing Authority, that can be counted toward a Local RAR.

“Local RAR” means the local resource adequacy requirements established for Load Serving Entities (as defined in the CAISO Tariff) by the CPUC pursuant to CPUC Decisions, or by any other Governmental Authority having jurisdiction. Local RAR may also be known as local
area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“Lockbox Account” has the meaning set forth in the Security Agreement.

“Lockbox Account Control Agreement” has the meaning set forth in the Security Agreement.

“Lockbox Arrangement Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement, and the Lockbox Account Control Agreement.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs, all of which should be calculated for the remaining Delivery Term to determine the value of the Product. If the Non-Defaulting Party is the Seller, then “Losses” shall exclude any loss of federal or state tax credits, grants, or benefits related to the Project or generation therefrom or any costs or fees related to the Site or Project.

“Mechanical Completion” means that (a) all components and systems of the Project have been properly constructed, installed and functionally tested according to EPC Contract requirements in a safe and prudent manner that does not void any equipment or system warranties or violate any permits, approvals or Laws; (b) the Project is ready for testing and commissioning, as applicable; (c) Seller has provided written acceptance to the EPC Contractor of mechanical completion as that term is specifically defined in the EPC Contract.

“Member” means City of Pico Rivera.

“Member Lockbox Arrangement” has the meaning set forth in Section 10.5.

“Member Performance Security” means cash deposited in an escrow agreement on terms and conditions satisfactory to Seller or Letter of Credit, in either case in an amount reasonably agreed to by the Parties.

“Monthly Payment” has the meaning set forth in Section 5.2(d).

“Moody’s” means Moody’s Investors Service, Inc., or its successor.

“MUA Decision” has the meaning set forth in Section 4.2(p).

“Must Offer Obligations” means Seller’s obligation to Bid or cause Seller’s SC to Bid the Project into the CAISO Markets due to delivery of the Product to Buyer and in accordance with the CAISO Tariff.
“MW” means megawatts in alternating current, unless expressly stated in terms of direct current.

“NERC” means the North American Electric Reliability Corporation or any successor entity performing similar functions.

“Non-Availability Charges” has the meaning set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 7.2(a).

“Non-Spinning Reserve” has the meaning set forth in the CAISO Tariff.

“Notice” unless otherwise specified in this Agreement, means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“Notice of Claim” has the meaning set forth in Section 15.2(a).

“Notify” means to provide a Notice.

“NQC” or “Net Qualifying Capacity” has the meaning given to “Net Qualifying Capacity” in the CAISO Tariff.

“Operational Characteristics” means the operational characteristics set forth in Appendix II.

“Other Capacity Attributes” means, exclusive of RA Attributes, Local RA Attributes, and Flexible RA Attributes, any (a) current or future capacity characteristics or attributes, including the ability to generate or charge at given capacity levels, the ability to ramp up or down at a given rate, flexibility or dispatchability attributes, and locational attributes, as may be identified at any time during the Delivery Term by any applicable Law, or voluntary or mandatory program of any Governmental Authority or other Person, (b) certificate, tag, or credit, intended to commoditize or otherwise attribute value resulting from or associated with the characteristics set forth in subsection (a) of this definition, and (c) any accounting construct so that the characteristics or values set forth in subsections (a) or (b) hereof may be counted toward any Compliance Obligations.

“Participating Transmission Owner” or “Participating TO” means an entity that (a) owns, operates and maintains transmission lines and associated facilities or has entitlements to use certain transmission lines and associated facilities and (b) has transferred to the CAISO operational control of such facilities or entitlements to be made part of the CAISO Grid.

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Party’s Event of Default” has the meaning set forth in Section 7.1(b).

“Payment Quantity” has the meaning set forth in Section 5.2(d).
“Performance Assurance” means collateral provided by Seller to Buyer to secure Seller’s obligations under this Agreement and includes Development Security and Delivery Term Security.

“Permit” means any waiver, exemption, variance, franchise, permit, authorization, consent, ruling, certification, license or similar order of or from, or filing or registration with, or notice to, any Governmental Authority that authorizes, approves, limits or imposes conditions upon a specified activity.

“Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“Pricing Node” or “PNode” has the meaning set forth in the CAISO Tariff.

“Product” has the meaning set forth in Section 5.1(a).

“Progress Report” means a reasonably detailed progress report including the items set forth in Appendix III.

“Project” means the energy storage facility described in Appendix I, as such may be revised from time to time in accordance with this Agreement.

“Project Safety Plan” means Seller’s written plan that includes the Safeguards and plans to comply with the Safety Requirements, as such Safeguards and Safety Requirements are generally outlined in Appendix VI.

“Prudent Operating Practice” means those practices, methods, codes and acts engaged in or approved by a significant portion of the electric power industry and applicable to energy storage facilities during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision is made, that could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of others, but rather to those practices, methods and acts generally accepted or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence. Prudent Operating Practices also includes taking reasonable steps to ensure that:

(a) Safeguards are implemented and maintained for the Project and at each Site and are sufficient to address reasonably foreseeable incidents;

(b) equipment, material, and supplies are sufficient and accessible to operate the Project safety and reliably;

(c) operating personnel are trained, equipped, and capable of responsible operation and maintenance of the Project and at each Site, including identifying and responding to
System Emergencies, emergencies, or Exigent Circumstances originating from or impacting the Project or Site;

(d) the Project’s material components and control systems are designed, manufactured, and configured to meet the standard of durability and safety generally used for electric power or energy storage facilities operating in the relevant region; and

(e) the Project is appropriately designed, operated, maintained, monitored, and tested to ensure it continues to function safely, reliably, and consistent with the intended design specifications, applicable Laws, and Permits, and over the complete range of environmental conditions reasonably expected to occur at each Site.

“RA Attributes” means, any and all resource adequacy attributes, exclusive of any Local RA Attributes, Flexible RA Attributes and Other Capacity Attributes, as may be identified at any time during the Delivery Term by the CPUC, CAISO or other Governmental Authority having jurisdiction, that can be counted toward RAR and Local RAR.

“Receiving Party” has the meaning set forth in Section 20.2(b).

“Regulation Down” has the meaning set forth in the CAISO Tariff.

“Regulation Up” has the meaning set forth in the CAISO Tariff.

“Regulatory Disclosure” has the meaning set forth in Section 20.2(a).

“Reliability Organization” means an “Electric Reliability Organization” as defined in Section 215(a)(2) of the Federal Power Act or a “regional entity” as defined in Section 215(a)(7) of the Federal Power Act.

“Remedial Action Plan” has the meaning set forth in Section 3.5.

“Remediation Event” means the occurrence of any of the following with respect to the Project or a Site: (a) an Exigent Circumstance (b) a Serious Incident; (c) a change in the nature, scope, or requirements of applicable Laws, Permits, codes, standards, or regulations issued by Governmental Authorities which requires modifications to the Safeguards; (d) a material change to the manufacturer’s guidelines that requires modification to equipment or the Project’s operating procedures; (e) a failure or compromise of an existing Safeguard; (f) Notice by Buyer pursuant to Section 11.1 that the Project Safety Plan is not consistent with the Safety Requirements; or (g) any actual condition related to the Project or a Site that would reasonably be expected to adversely impact the safe construction, operation, or maintenance of the Project or a Site.

“Remediation Period” means the time period between the first occurrence of the Remediation Event and the resolution of such Remediation Event which period may not exceed a total of ninety (90) days; provided, however, that Seller may request to extend the Remediation Period by up to ninety (90) days if Seller is unable to resolve the Remediation Event within the initial ninety (90) day period despite exercising diligent efforts (and Buyer shall not unreasonably withhold approval of such extension), and Seller may request an additional extension of the Remediation Period of up to ninety (90) days if Seller is unable to resolve the Remediation Event
within the ninety (90) day extension period despite exercising diligent efforts, which Buyer may approve or reject in its sole discretion. The Remediation Period may not, under any circumstance, continue for more than two hundred and seventy (270) days from the first occurrence of the Remediation Event.

“Requirements” means Prudent Operating Practices and all applicable requirements of Law, the Utility Distribution Company, the Transmission Provider, Governmental Approvals, the CAISO, CPUC, CARB, FERC, NERC and WECC.

“Resold Product” has the meaning set forth in Section 5.1(b).

“Resource Adequacy” means the procurement obligation of load serving entities, including Buyer, as such obligations are described in CPUC Decisions D.04-10-035 and D.05-10-042 and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time, and all other capacity procurement obligations established by any other entity, including the CAISO.

“Resource Adequacy Plan” has the meaning set forth in the CAISO Tariff.

“Resource Adequacy Requirement” or “RAR” means the Resource Adequacy or successor program requirements established by the CPUC, CAISO or any other regional entity, including submission of a Supply Plan or Resource Adequacy Plan.

“RMR” means “Reliability Must-Run” and has the meaning set forth in, and as used in, the CAISO Tariff.

“RMR Contract” has the meaning set forth in the CAISO Tariff.

“RMR Generation” has the meaning set forth in the CAISO Tariff.

“S&P” means Standard and Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

“Safeguard” means any procedures, practices, or actions with respect to the Project, a Site or Work for the purpose of preventing, mitigating, or containing foreseeable accidents, injuries, damage, release of hazardous material or environmental harm.

“Safety Remediation Plan” means a written Notice from Seller to Buyer containing information about a Remediation Event, including (a) the date, time and location of first occurrence, (b) the circumstances surrounding cause, (c) impacts, and (d) detailed information about Seller’s plans to resolve the Remediation Event.

“Safety Requirements” means Prudent Operating Practices, CPUC General Order No. 167, and all applicable safety-related (construed broadly) requirements of Law, the Utility Distribution Company, the Transmission Provider, Governmental Approvals, the CAISO, CARB, FERC, NERC and WECC.
“**Scheduling Coordinator**” or “**SC**” has the meaning set forth the CAISO Tariff. Under the terms of this Agreement, the SC may be Seller or Seller’s designated agent (i.e., a third-party).

“**SEC**” means the U.S. Securities and Exchange Commission, or any successor entity performing similar functions.

“**Security Agreement**” means the Security Agreement, dated as of June 30, 2017, between Member and Collateral Agent, as collateral agent for the benefit of the Secured Creditors, or any successor agreement generally available to Member’s creditors.

“**Security Interest**” has the meaning set forth in Section 10.3(a).

“**Seller**” has the meaning set forth in the preamble to this Agreement.

“**Seller’s Event of Default**” has the meaning set forth in Section 7.1(a).

“**Serious Incident**” means a harmful event that occurs on a Site during the Term arising out of, related to, or connected with the Project or the Site that results in any of the following outcomes: (a) any injury to or death of a member of the general public; (b) the death or permanent, disabling injury to operating personnel, Seller’s Contractors or subcontractors, Seller’s employees, agents, or consultants, or authorized visitors to the Site; (c) any property damage greater than three hundred thousand dollars ($300,000.00); (d) release of hazardous material above the limits, or violating the requirements, established by Permits, codes, standards, regulations, Laws or Governmental Authorities; (e) environmental impacts exceeding those authorized by Permits or applicable Law.

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars ($0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Shortfall**” means any difference between a Delivered Quantity and a Contract Amount.

“**Showing Month**” incorporates each day of each calendar month of the Delivery Term that is the subject of the Compliance Showings, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Effective Date, the monthly Compliance Showings made in June are for the Showing Month of August and the annual Compliance Showing made in October is for the twelve (12) Showing Months of the following year.

“**Site(s)**” means the real property on which the Project is located, as identified in Appendix I.

“**Site Control**” means that Seller owns the Site and the Project or has demonstrable contractual real property rights to the Site sufficient for the permitting, control, development and operation of the Project.
“Site Control Deadline” means the site control deadline set forth on the Cover Sheet.

“Spinning Reserve” has the meaning set forth in the CAISO Tariff.

“Supply Plan” has the meaning set forth in the CAISO Tariff.

“Supplying Party” has the meaning set forth in Section 20.2(b).

“System Emergency” has the meaning set forth in the CAISO Tariff.

“Tax” or “Taxes” means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Term” has the meaning set forth in Section 2.2(a).

“Terminated Transaction” has the meaning set forth in Section 7.2(a).

“Termination Payment” has the meaning set forth in Section 7.3.

“Transmission Provider” means the CAISO.

“Utility Distribution Company” has the meaning set forth in the CAISO Tariff.

“WECC” means the Western Electricity Coordinating Council or its successor entity with similar functions.

“Work” means (a) work or operations performed by a Party or on a Party’s behalf; and (b) materials, parts or equipment furnished in connection with such work or operations; including (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “a Party’s work”; and (ii) the providing of or failure to provide warnings or instructions.

1.2 **Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
(d) a reference to an article, section, paragraph, clause, Party, appendix, or exhibit is a reference to that section, paragraph, clause of, or that Party, appendix, or exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement means such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the term “including” means “including without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the work or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings;

(l) the terms “year” and “calendar year” mean the period of months from January 1 through and including December 31; the term “month” means a calendar month unless otherwise indicated, and a “day” means a 24-hour period beginning at 12:00:01 a.m. and ending at 12:00:00 midnight; provided that a “day” may be 23 or 25 hours on those days on which daylight savings time begins or ends, respectively;

(m) unless otherwise specified herein, where the consent of a Party is required, such consent shall not be unreasonably withheld or unreasonably delayed;

(n) when an action is required to be completed on a Business Day, such action must be completed prior to 5:00 p.m. on such day, Pacific Standard time, and actions occurring after 5:00 p.m. (such as the delivery of a Notice) will be deemed to have occurred on the following Business Day;
(o) all references to Product mean each and all components of the Product unless the context infers a particular component of Product; and

(p) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2: TERM

2.1 Effectiveness.

(a) Upon Effective Date.

(i) Upon execution by both Parties, this Agreement shall be in full force and effect, enforceable and binding in all respects as of the Effective Date.

(ii) Seller shall deliver to Buyer on or before the Effective Date correct and complete copies of: (A) Seller’s most recent annual report, audited consolidated financial statements, and unaudited consolidated financial statements; and (B) Seller’s organizational documents (including any certification of formation, certification of incorporation, charter, operating agreement, partnership agreement, bylaws, or similar documents) and any amendments thereto.

2.2 Term.

(a) The “Term” of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the Delivery Term (unless terminated earlier in accordance with the terms of this Agreement).

(b) The “Delivery Term” is the period commencing on the Initial Delivery Date and continuing for the number of Contract Years specified on the Cover Sheet. The “Initial Delivery Date” is the first day of the first Showing Month for which Product is delivered; provided that the Initial Delivery Date may not occur until satisfaction of the Conditions Precedent, as set forth in Article 4.

ARTICLE 3: PROJECT DEVELOPMENT

3.1 Project Construction.

(a) Seller shall achieve Site Control no later than the Site Control Deadline, subject to Section 3.5.

(b) Seller shall develop, design and construct the Project in timely fashion in order to perform Seller’s obligations under this Agreement.

(c) Seller shall cause the following to occur (“Construction Start”) no later than the Construction Start Deadline and shall provide Notice to Buyer certifying the satisfaction
of this Section 3.1(e): (i) acquisition of all Governmental Approvals necessary for the construction of the Project, (ii) engagement of each Contractor, (iii) execution of the EPC Contract and issuance of a full notice to proceed thereunder that authorizes the contractor to mobilize to the Site and begin physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements, as applicable) at the Site, and (iv) ordering of all essential equipment and supplies, in each case (i)-(iv), as reasonably necessary so that physical construction of the Project may begin and proceed to completion without foreseeable interruption of material duration.

(d) If Construction Start is not achieved on or before the Construction Start Deadline (except to the extent due to one or more Force Majeure events or Buyer Events of Default), then for each day beginning with the day after the Construction Start Deadline through and including the date on which Construction Start occurs, for a period beyond the Construction Start Deadline lasting no more than ninety (90) days (“Construction Delay Cure Period”), Seller shall pay Construction Delay Damages to Buyer. Buyer shall invoice Seller for the amount of any Construction Delay Damages. Seller agrees that Buyer may draw any Construction Delay Damages that are due to Buyer from the Development Security after providing an invoice for the amounts due. Prior to the expiration of the Construction Delay Cure Period, so long as Seller has paid Construction Delay Damages to Buyer in accordance with this Section 3.1(d), Seller’s failure to achieve Construction Start on or before the Construction Start Deadline shall not be deemed a Seller’s Event of Default. If Seller achieves the Initial Delivery Date on the Expected Initial Delivery Date, all Construction Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Construction Delay Damages with the first invoice to Buyer after the Initial Delivery Date. Each Party agrees that (i) the damages that Buyer would incur due to Seller’s delay in achieving the Construction Start Deadline would be difficult or impossible to predict with certainty and (ii) the Construction Delay Damages are an appropriate approximation of such damages.

3.2 **Interconnection.** Seller shall (a) execute all necessary Interconnection Agreements by the Interconnection Agreement Execution Deadline (subject to Section 3.5), (b) comply with all terms and conditions contained therein as necessary for the safe and reliable delivery of the Product, and (c) arrange, schedule and be responsible for any and all electric distribution and transmission service including any Governmental Approvals required for the foregoing. Seller shall fulfill all contractual, metering and applicable interconnection requirements, including Electric System Upgrades and those requirements set forth in the Utility Distribution Company’s applicable tariffs, the Participating Transmission Owner’s applicable tariffs, the CAISO Tariff and implementing CAISO standards and requirements, so as to be able to deliver the Product to Buyer.

3.3 **Metering.** At Seller’s expense, Seller shall obtain and maintain a single CAISO resource ID dedicated exclusively to the Project and shall install, or cause to be installed, all necessary metering and telemetry required by the CAISO to deliver the Product.

3.4 **Progress Reports.** Within fifteen (15) days after the close of each calendar quarter, starting with the first calendar quarter following the Effective Date and until the Initial Delivery Date, Seller shall provide to Buyer a Progress Report in a Notice and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such quarterly reports and discuss
Seller’s progress. Following the Construction Start Deadline, Seller shall provide Buyer the Progress Report on a monthly basis. Seller shall also provide Buyer with any reasonable requested documentation, subject to the confidentiality restrictions set forth in this Agreement, directly related to the achievement of Critical Milestones within ten (10) Business Days of receipt of such request by Seller.

3.5 Remedial Action Plans. The Site Control Deadline and the Interconnection Agreement Execution Deadline are each a “Critical Milestone.” If Seller anticipates that it will not be able to timely satisfy a Critical Milestone or the Commercial Operation Milestone, except as the result of Force Majeure or a Buyer Event of Default, Seller shall submit to Buyer no later than thirty (30) days prior to the relevant deadline a remedial action plan (“Remedial Action Plan”), which will describe in detail the actual delay, any anticipated delay beyond the scheduled deadline, the cause of the delay, and Seller’s proposed course of action to achieve the missed deadline, any subsequent Critical Milestones, and the Initial Delivery Date by the Expected Initial Delivery Date. Delivery of a Remedial Action Plan shall not relieve Seller of any obligation under this Agreement. So long as Seller complies with its obligations under Section 3.4 and this Section 3.5, however, Seller shall not be considered in default of its obligations under this Agreement solely as a result of failing to timely satisfy a Critical Milestone.

ARTICLE 4: INITIAL DELIVERY DATE

4.1 Timing of the Initial Delivery Date.

(a) Timely Initial Delivery Date. Seller shall cause the Initial Delivery Date to occur on, and not prior to, the Expected Initial Delivery Date.

(b) Early Initial Delivery Date. If Seller wishes for the Initial Delivery Date to occur prior to the Expected Initial Delivery Date, Seller may provide Buyer with a written request for a specified earlier date, so long as such written request is provided at least one (1) year prior to the Expected Initial Delivery Date. If Buyer agrees to the requested earlier date, the Parties shall execute a written amendment to this Agreement memorializing the agreement that each reference to the Expected Initial Delivery Date in this Agreement shall thereafter be deemed a reference to such earlier date.

(c) Failure to Meet Expected Initial Delivery Date.

(i) Seller shall provide Buyer with advance Notice of any delay in achieving the Initial Delivery Date on the Expected Initial Delivery Date, including a true and reasonably detailed explanation of the cause of such delay (“Delay Notice”), at least ninety (90) days in advance of the Expected Initial Delivery Date (or, if Seller’s anticipation of such delay does not arise until after such advance window, then as soon as reasonably possible following such anticipation arising).
4.2 **Conditions Precedent to the Initial Delivery Date.** Seller shall take all actions and obtain all approvals necessary to meet the obligations of this Agreement and to deliver the Product to Buyer pursuant to the terms of this Agreement. The following obligations of Seller are conditions precedent to the Initial Delivery Date (collectively the “**Conditions Precedent**”) and must be satisfied at least seventy-five (75) days before the Initial Delivery Date, unless a different deadline is set forth below, in which case such other deadline shall govern, to Buyer’s reasonable satisfaction:

(a) Seller shall have provided to Buyer updated correct and complete copies of the items identified in Section 2.1(a)(ii).

(b) Seller shall have secured all CAISO and Governmental Approvals as are necessary for the safe and lawful operation and maintenance of the Project and to enable Seller to deliver the Product to Buyer, including at the Contract Amounts.

(c) Seller has secured and maintained Site Control.

(d) Intentionally omitted.

(e) On or before the Commercial Operation Deadline, Seller shall have caused the Project to become Commercially Operable.

(f) Seller or Contractor shall have constructed or caused to be constructed the Project as of the Initial Delivery Date in accordance with this Agreement to enable Seller to satisfy the obligations of the Seller herein, including the provision of the Product from the Project.

(g) Seller shall have provided to Buyer a certification of Seller and a Licensed Professional Engineer, substantially in the form attached hereto as Appendix IV, demonstrating (i) that the Commercial Operation Date has occurred and (ii) satisfactory completion of the Project at the Site.
(h) Seller shall have provided to Buyer all documentation reasonably acceptable to Buyer demonstrating that the Project successfully completed all applicable testing and registration procedures required by CAISO to Bid into the CAISO Markets.

(i) Seller shall have executed and complied with any necessary Interconnection Agreement(s) and installed any necessary metering to deliver Product to Buyer, in each case in accordance with the CAISO Tariff and any applicable tariffs of the Utility Distribution Company and the Participating Transmission Owner.

(j) On or before the Commercial Operation Deadline, Seller shall have provided Delivery Term Security to Buyer as required by Section 10.2.

(k) As of the Initial Delivery Date, no Event of Default on the part of Seller shall have occurred and be continuing and no Remediation Event shall have occurred and remain unresolved.

(l) Seller shall have submitted to Buyer a Project Safety Plan.

(m) Intentionally omitted.

(n) Seller shall have obtained certification of Product in accordance with the CAISO Tariff and CPUC requirements applicable to Product (i) resulting in certifications of not less than the Contract Amounts and (ii) so as to ensure the Project is fully deliverable such that Seller is able to deliver Product in the Contract Amounts to Buyer for purposes of counting towards Buyer’s Compliance Obligations.

(o) As of the dates required under Section 5.2(b) and Section 5.2(c), as applicable, (i) Seller shall have submitted, or shall have caused its SC to have submitted, a Notice to Buyer including Seller’s proposed Supply Plan for the first Showing Month in accordance with Section 5.2(b) and (ii) Seller shall have submitted, or shall have caused its SC to have submitted, a Supply Plan to CAISO in accordance with Section 5.2(c).

(p) Seller shall have provided to Buyer an attestation, in the form attached hereto as Appendix VII, that Seller is following all of the rules set forth in CPUC Decision 18-01-003 on Multiple-Use Application Issues, issued January 17, 2018, regarding the multiple-use applications of energy storage facilities (the “MUA Decision”).

(q) Seller shall have delivered to Buyer all insurance documents required under Article 16.

(r) As of the Initial Delivery Date, Seller shall have paid Buyer for all amounts owing under this Agreement, if any, including Delay Damages.

4.3 **Cooperation in Connection with Initial Delivery Date.** The Parties agree that, in order for Seller to achieve the Initial Delivery Date, the Parties may have to perform certain of their Delivery Term obligations in advance of the Initial Delivery Date. The Parties shall cooperate with each other in order for Buyer to be able to utilize the Product beginning on the Initial Delivery Date and Seller agrees to cause the Project’s SC to cooperate in order to achieve the same.
4.4 **Confirmation of Initial Delivery Date.** Once each of the Conditions Precedent has been satisfied by Seller (other than any Condition Precedent that may only be satisfied as of the Initial Delivery Date), Seller shall certify such satisfaction to Buyer in a Notice confirming the anticipated occurrence of the Initial Delivery Date. Buyer shall Notify Seller of any disagreement that Seller has satisfied such Conditions Precedent (with reasonable detail in regard to each Condition Precedent) within fifteen (15) Business Days of Seller’s Notice. On or promptly following the Initial Delivery Date (in no event later than five (5) Business Days thereafter), Buyer shall provide a Notice to Seller confirming the occurrence of the Initial Delivery Date.

**ARTICLE 5: TRANSACTION**

5.1 **Product.**

(a) During the Term, Seller grants, pledges, assigns and otherwise commits and shall deliver to Buyer, for Buyer’s exclusive use, all Capacity Attributes that may be calculated or derived from the Operational Characteristics, which must be exclusively from the Project (collectively, the “Product”), pursuant to the terms and conditions contained herein. Operational Characteristics shall not be modified during the Term.

(b) Buyer shall have the right to re-sell all or a portion of the Product purchased under this Agreement (“Resold Product”).

(c) Product does not confer to Buyer any right to dispatch or receive Energy or Ancillary Services from the Project.

5.2 **Purchase and Sale Obligation.**

(a) For each day of each Showing Month during the Delivery Term, Seller agrees to deliver all Capacity Attributes of Product to Buyer, including in the amounts and categories set forth on the Cover Sheet (“Contract Amounts”).

(b) No later than fifteen (15) Business Days prior to the applicable Compliance Showing deadlines for each Showing Month, Seller shall submit, or cause its SC to submit, a Notice to Buyer which includes Seller’s proposed Supply Plan for such Showing Month in a format and to a platform as Notified by Buyer to Seller prior to such deadline. No later than ten (10) Business Days before the applicable Compliance Showing deadlines for each Showing Month, Buyer may Notify Seller of any administrative or typographical corrections to the Supply Plan and Seller shall implement any such corrections in the Supply Plan that it submits, or causes to be submitted, to the CAISO. In the event that Buyer does not Notify Seller of any such corrections to the proposed Supply Plan, Seller shall submit the Supply Plan to CAISO as it was proposed by Notice to Buyer.

(c) After following the procedure in Section 5.2(b), Seller shall submit, or cause to be submitted, a Supply Plan to CAISO, in accordance with the applicable Compliance Showing deadlines for each Showing Month, to identify and confirm the Product to be delivered to Buyer (or, with regard to Resold Product, Buyer’s designee) for each day within the applicable Showing Month. For each of the Capacity Attributes of Product that Seller submits in its Supply Plan in the applicable Showing Month, Seller shall not submit an amount greater than the Contract Amount
of each of the respective Capacity Attributes. The lowest daily quantity that Seller submits for each of the Capacity Attributes in a Supply Plan shall be deemed to be the amount of the respective Capacity Attributes that Seller has delivered for such Showing Month ("Delivered Quantities").

5.3 Allocation of CAISO Payments and Costs.

(a) Except as may otherwise be provided in this Agreement, Seller shall retain any revenues it may receive from and pay all costs charged by, the CAISO or any other third party with respect to the Product or Project.

(b) To the extent that the Project is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments of the CAISO Tariff, the Parties agree that any Availability Incentive Payments are for the benefit of Seller and for Seller’s account and that any Non-Availability Charges are the responsibility of Seller and for Seller’s account.

ARTICLE 6: OPERATIONS

6.1 Operations. Seller shall at all times retain operational control of the Project and be responsible for operation and maintenance of the Project.

6.2 Charging Energy. Seller shall be responsible for procuring and delivering all of the Charging Energy to the Project and paying all of the associated costs of such Charging Energy.

6.3 Standard of Care. In performing all of its obligations under this Agreement, including in its scheduling, interconnection, operation and maintenance of the Project, Seller shall comply with all Requirements and Safety Requirements.
6.4 **Buyer’s Compliance Obligations; Certification of Product.**

(a) During the Term, Seller shall take all actions, including executing all documents or instruments, complying with all applicable registration, certification and reporting requirements of all applicable Governmental Authorities and other Persons, as such requirements may be amended from time to time, that are necessary to ensure that Buyer can use Product, including enabling Buyer to apply Product towards Buyer’s Compliance Obligations, or sell Resold Product, at all times during the Delivery Term. Promptly following Buyer’s written request, Seller agrees to take all actions and execute or provide any documents, information, or instruments with respect to Product reasonably necessary to enable Buyer to comply with the requirements of any Governmental Authority.

(b) During the Delivery Term, Seller shall, at no cost to Buyer, obtain and maintain CAISO and all applicable Governmental Authority certification(s) for all elements of the Product for which certification is or may become required in order to enable Buyer to receive and use such Product, including use of such Product to satisfy its Compliance Obligations. If Buyer is required under applicable Law to obtain such certification, Seller shall take all actions within its control to ensure that Buyer is able to secure such certification. Seller, at no cost to Buyer, shall take all other actions during the Delivery Term, including submission of all reports and other filings with CAISO and applicable Governmental Authorities, that are required to be taken by Seller to ensure that Buyer can receive the Product and shall take all actions within its control to assist Buyer in taking actions required to be taken by Buyer with regard to receipt of Product.

6.5 **Scheduling.**

(a) Seller shall be the SC or shall designate a qualified third party to fulfill such role for the Project in order to deliver Product to Buyer during the Delivery Term in accordance with the terms of this Agreement. Seller shall be solely responsible for all costs associated with the SC. Seller shall take, or cause its SC to take, all necessary steps to qualify itself and the Project in such other manner identified and approved by the CAISO and CPUC that permits Seller to provide Product to Buyer.

(b) Seller shall comply, and shall cause SC to comply, with all applicable CAISO Tariff provisions, CPUC Decisions and all other applicable rules, requirements or Laws, including any Bidding of the Project to meet any Must Offer Obligations, in order to deliver the Product to Buyer and allow Buyer to use the Product to satisfy Buyer’s Compliance Obligations.

(c) Buyer shall have no liability for the failure of Seller or SC to comply with any applicable Law, Requirements, or other requirement of the Transmission Provider or Utility Distribution Company, including any penalties, charges or fines imposed for such noncompliance. In no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize a Shortfall.

(d) Seller shall not accept, and shall cause the Project’s SC to not accept, any proposed CPM or RMR designation by the CAISO unless and until Buyer has agreed to accept such designation in a Notice. In addition, Seller shall promptly Notify, or cause the Project’s SC to promptly Notify, Buyer within one (1) Business Day of the time Seller or the SC receives a
proposal from CAISO to designate any portion of the Product as CPM Capacity or RMR Generation. During the Delivery Term, Buyer has exclusive right to enter into a RMR Contract with respect to the Product or any component thereof, provided that the RMR Contract would not require the Project to operate beyond the Operational Characteristics or beyond the end of the Delivery Term.

6.6 Information Sharing and Shared Learning. Seller understands and acknowledges that Buyer is entering into this Agreement in part to gain operational and market information regarding the performance, efficiency, operations, maintenance, and multiple uses of energy storage and storage assets as an integral part of Buyer’s portfolio of assets to meet its customers’ needs as well as to gain an understanding of the impact of energy storage on load forecasting as a load serving entity. Throughout the Term, Seller agrees to share such information with Buyer, including meter data and hourly charging and discharging data but excluding cost or similar proprietary information, upon Buyer’s request, with such information to be treated by Buyer as Confidential Information. Seller shall provide such applicable meter data to Buyer in a format and to a platform specified by Buyer that is reasonably acceptable to Seller. For information related to Seller’s multiple uses of the Project, Seller shall promptly provide Notice to Buyer any time it provides any services, attributes, or products from the Project to a third party.

6.7 Changes in Law.

(a) In the event of any change in Requirements by the CPUC, CAISO, or other Governmental Authority or Person (in each case, other than a Party) having jurisdiction over Capacity Attributes that results in an increase or decrease to the amount of Capacity Attributes (other than Other Capacity Attributes) that may be calculated or derived from the Operational Characteristics (including in the case of a new category of Capacity Attributes), then either Party shall provide Notice to the other Party as soon as practicable following knowledge of such change specifying the altered amounts of Capacity Attributes of Product (“Change Notice”). Following a Change Notice, Buyer will confirm via Notice to Seller the amended Contract Amounts and Payment Quantity based on such change and the date that Seller shall commence delivery of such amended amounts (“Confirmation Notice”); provided that, in the case of an increase to the amount of Capacity Attributes that may be calculated or derived from the Operational Characteristics, Buyer shall have sole discretion over whether to accept a corresponding increase to any Contract Amount and the Payment Quantity; provided further that, if Buyer declines to accept any such increase, Seller shall have the right to sell to third parties any Capacity Attributes resulting from such increase that are in excess of the Contract Amounts. The Contract Amounts and Payment Quantity shall automatically adjust upon the date set forth in the Confirmation Notice (“Capacity Adjustment Date”) without further need for the Parties to amend this Agreement. Until the Capacity Adjustment Date, Seller shall continue to deliver the Contract Amounts of the Capacity Attributes of Product as stated prior to the Confirmation Notice, unless otherwise required by Law or other Requirements.
(b) In the event a centralized capacity market develops within the WECC region, Buyer will have exclusive right to offer, bid, or otherwise submit the Product for re-sale in such markets, or to cause Seller or Seller’s SC to do so, and Buyer shall retain and receive any and all related revenues.

(c) If a change in CAISO or CPUC Requirements renders this Agreement or any provisions hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Section 19.2. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure, and (ii) all of unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

ARTICLE 7: EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default.

(a) Seller will be deemed a Defaulting Party upon the occurrence of any of the following (each a “Seller’s Event of Default”):

(i) Seller fails to satisfy a Performance Assurance requirement set forth in Article 10 and Seller fails to provide replacement Performance Assurance within ten (10) Business Days of Buyer’s written demand therefor in accordance with Article 10;
(ii) any material misrepresentation or omission, in any metering or submetering, Supply Plan, report, or Notice with regard to delivery of the Product, or undue delay or withholding of such data, report or Notice, which misrepresentation or undue delay or withholding is not cured within ten (10) Business Days of Buyer’s receipt thereof;

(iii) Seller intentionally or knowingly delivers, or attempts to deliver Product that is not produced by the Project;

(iv) Seller fails to achieve Construction Start by the Construction Start Deadline for reasons other than Force Majeure or a Buyer Event of Default, subject to Section 3.1(d);

(v) Seller fails to deliver a Delay Notice in accordance with Section 4.1(c)(i) or (B) Seller fails to achieve the Initial Delivery Date by the Expected Initial Delivery Date for reasons other than Force Majeure or a Buyer Event of Default, subject to Section 4.1(c)(ii); or

(vi) Any failure by Seller in a Showing Month to deliver Delivered Quantities to Buyer equal to the Contract Amounts in accordance with Section 5.2; provided that a Seller’s Event of Default shall not be deemed to have occurred under this Section 7.1(a)(vi) if such failure has not been preceded by two (2) or more such failures in separate Showing Months within the last six (6) months and and Seller provides Buyer with substitute Capacity Attributes in the amount of such shortfall and for the time period of such shortfall that are acceptable to Buyer in Buyer’s sole discretion.

(b) Either Party will be deemed a Defaulting Party upon the occurrence of any of the following (each a “Party’s Event of Default”):

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party under this Agreement is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof, or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is
unable to remedy such default within such initial thirty (30) days period despite exercising diligent efforts;

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement, including any failure by Seller to comply with Sections 5.1, 5.2, or 6.4 or with any Requirement or Safety Requirement in accordance with Section 6.3, in any case except to the extent constituting a separate Event of Default, and such failure is not remedied within thirty (30) days after Notice thereof, or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30) days period despite exercising diligent efforts;

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Article 18; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

7.2 Remedies; Declaration of Early Termination Date. If an Event of Default with respect to a Defaulting Party has occurred, the other Party ("Non-Defaulting Party") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("Early Termination Date") that terminates this Agreement (the "Terminated Transaction") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment, in the case of an Event of Default by Seller occurring before the Initial Delivery Date, including an Event of Default under Section 7.1(a)(v), or (ii) the Termination Payment calculated in accordance with Section 7.3 below, in the case of any other Event of Default by either Party;

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; or

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except where an express and exclusive remedy or measure of damages is provided under this Agreement;
provided, that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party’s sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

7.3 **Termination Payment.** The Termination Payment ("Termination Payment") for a Terminated Transaction shall be the aggregate of the Settlement Amount plus any or all other amounts due to or from the Non-Defaulting Party, as of the Early Termination Date, netted into a single amount. The Non-Defaulting Party shall calculate a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party’s duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Damage Payment or Termination Payment described in Section 7.2 or this Section 7.3, as applicable, is a reasonable and appropriate approximation of such damages, and (c) the Damage Payment or Termination Payment described in Section 7.2 or this Section 7.3, as applicable, is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party’s rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

7.4 **Notice of Payment of Termination Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

7.5 **Disputes with Respect to Termination Payment.** If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party’s calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 19.

7.6 **Rights and Remedies Are Cumulative.** Except where an express and exclusive remedy or measure of damages is provided, the rights and remedies of a Party pursuant to this Article 7 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.
ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure.

(a) Effect of Force Majeure. A Party shall not be considered to be in default in the performance of its obligations to the extent that the failure or delay of its performance is due to a Force Majeure event, and the non-affected Party shall be excused from its corresponding performance obligations for the period of the affected Party’s failure or delay of performance. The burden of proof for establishing the existence and consequences of an event of Force Majeure lies with the Party initiating the claim.

(b) Notice of Force Majeure. The Party desiring to invoke the Force Majeure event as a cause for delay in its performance of, or failure to perform, any obligation hereunder, shall provide prompt Notice to the other Party in the form of a letter identifying the event of Force Majeure and describing in detail the particulars of the occurrence giving rise to the Force Majeure event including the expected duration, when known, and the effect of such Force Majeure event. Failure to provide timely Notice constitutes a waiver of a claim of Force Majeure. Promptly, but in any event within ten (10) days after a Notice is given pursuant to the preceding sentence, the Parties shall meet to discuss the basis and terms upon which the arrangements set out in this Agreement shall be continued taking into account the effects of such event of Force Majeure.

(c) Mitigation of Force Majeure. The suspension of a Party’s performance under the Agreement due to a claim of Force Majeure shall be of no greater scope and of no longer duration than is required by the Force Majeure event. A Party suspending performance due to Force Majeure shall take, or cause to be taken, such action as may be necessary to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such event of Force Majeure. The Parties shall take all reasonable steps to resume normal performance under this Agreement after the cessation of any Force Majeure event. If Seller cannot meet the Expected Initial Delivery Date as a result of a Force Majeure event declared by Seller in accordance with this Agreement, then Seller shall work diligently to resolve the effect of the Force Majeure and provide evidence of its efforts promptly upon Buyer’s written request.

(d) Force Majeure Failure. Subject to Section 8.1(a), Buyer shall have the right, but not the obligation, to terminate this Agreement after the occurrence of the following, each constituting a “Force Majeure Failure”:

(i) if during the Delivery Term:

(A) due to a Force Majeure event, Seller is unable to meet its obligations under this Agreement (including any failure to deliver Delivered Quantities to Buyer equal to the Contract Amounts) on more than [Blank]

or

(B) the Project is destroyed or rendered inoperable by an event of Force Majeure; provided that Seller may repair or restore the Project if: (1) Seller provides to Buyer within the sixty (60) day period following the conclusion of the Force Majeure event a certificate from a non-affiliated, licensed professional engineer attesting that the Project can be restored to original operational status within the six (6) month period following the conclusion of
the Force Majeure event; (2) Seller provides Buyer with Notice of Seller’s election to repair or restore the Project within the sixty (60) day period following the conclusion of the Force Majeure event; and (3) Seller completes such repair or restoration to original operational status within the six (6) month period following the conclusion of the Force Majeure event;

(ii) if Seller is unable,

(e) **Effect of Termination for Force Majeure Failure.** If Buyer exercises its termination right in connection with a Force Majeure Failure under Section 8.1(d), then the Agreement shall terminate without further liability of either Party to the other, effective upon the date set forth in Buyer’s Notice of termination, subject to each Party’s satisfaction of all of the final payment and survival obligations set forth in Section 21.3.

**ARTICLE 9: INVOICING AND PAYMENT**

9.1 **Invoicing.** Seller shall make good faith efforts to deliver an invoice, in arrears, to Buyer no sooner than ten (10) Business Days after the end of each Showing Month of the Delivery Term for all amounts due from Buyer to Seller under this Agreement, including, as applicable: (a) the Monthly Payment, and (b) other compensatory adjustments required by this Agreement, including adjustments for Taxes. Each invoice shall (i) contain data sufficient to document and verify all amounts included therein, including any relevant records, invoices, or settlement data from CAISO, necessary to verify the accuracy of any amount and (ii) be in a format specified by Buyer.

9.2 **Payment.** Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the twenty-third (23rd) day of the month following the month in which the invoice was provided by Seller. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the three-month LIBOR, plus two percent (2%) (the “Interest Rate”). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

9.3 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 9.4 or an adjustment to an amount previously invoiced or paid is required due to a correction of data by CAISO. If the required adjustment is in favor of Buyer, Buyer’s next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer’s next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 9.2, accruing from the date on which the adjusted amount should have been due.
9.4 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date of the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned via adjustments in accordance with Section 9.3. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 9.4 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve (12) month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

9.5 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual undisputed debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

**ARTICLE 10: PERFORMANCE ASSURANCE**

10.1 **Seller’s Development Security.** To secure its obligations under this Agreement, Seller shall deliver the Development Security to Buyer within thirty (30) days of the Effective Date. Seller shall maintain the Development Security in full force and effect and Seller shall within five (5) Business Days after any draw thereon replenish the Development Security in the event Buyer collects or draws down any portion of the Development Security for any reason permitted under this Agreement other than to satisfy a Termination Payment. Upon the earlier of (a) Seller’s delivery of the Delivery Term Security, or (b) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating specified in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Deadline, or (iii) fails to honor Buyer’s properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Development Security.

10.2 **Seller’s Delivery Term Security.** To secure its obligations under this Agreement, Seller shall deliver Delivery Term Security to Buyer on or before the Commercial Operation Deadline. Seller shall maintain the Delivery Term Security in full force and effect, and shall within five (5) Business Days after any draws made by Buyer in accordance with this Agreement (other
than to satisfy a Termination Payment) replenish the Delivery Term Security (except in the case of a Guaranty, as to which there is no obligation of Seller to replenish), until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) all payment obligations of Seller then due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Delivery Term Security. If the Delivery Term Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the end of the Delivery Term, or (iii) fails to honor Buyer’s properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to deliver substitute Delivery Term Security that meets the requirements set forth in the definition of Delivery Term Security. If the Delivery Term Security is a Guaranty and the Guarantor (i) fails to maintain the minimum Credit Rating set forth in the definition of “Guarantor,” (ii) becomes Bankrupt, or (iii) fails to honor Buyer’s properly demanded payment in accordance with the terms of the Guaranty, Seller shall have ten (10) Business Days to deliver substitute Delivery Term Security that meets the requirements set forth in the definition of Delivery Term Security.

10.3 **First Priority Security Interest in Cash or Cash Equivalent Collateral.**

(a) To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest (“**Security Interest**”) in, and lien on (and right to net against), and assignment of the Development Security, Delivery Term Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 10.1 and 10.2 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer’s Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence of a Seller’s Event of Default or a Party’s Event of Default on the part of Seller, an Early Termination Date resulting from a Seller’s Event of Default or a Party’s Event of Default on the part of Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Delivery Term Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 10.3):

(i) Exercise any of its rights and remedies with respect to the Development Security and Delivery Term Security, including any such rights and remedies under Law then in effect;

(ii) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Delivery Term Security; and

(iii) Liquidate all Development Security or Delivery Term Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.
(b) Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller’s obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer’s obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

10.4 **Seller Financial Information.** If requested by Buyer, Seller shall deliver to Buyer (a) within one hundred twenty (120) days following the end of each fiscal year, a copy of Seller’s annual report containing unaudited consolidated financial statements for such fiscal year, if available, (or audited consolidated financial statements for such fiscal year if otherwise available) and (b) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Seller’s quarterly report containing unaudited consolidated financial statements for such fiscal quarter, if available. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with Generally Accepted Accounting Principles. This information shall be deemed to be Confidential Information for purposes of this Agreement.
ARTICLE 11: SAFETY

11.1 Safety.

(a) Seller shall, and shall cause any Affiliates performing any design, construction, operation or maintenance of the Project and Contractors to, design, construct, operate, and maintain the Project and conduct all Work or cause all Work to be conducted in accordance with the Safety Requirements. Seller shall, and shall cause its Affiliates and Contractors to, take all actions to comply with the Safety Requirements.

(b) Prior to Seller’s execution of a Contractor’s contract (i) with a value of $500,000 or more (calculated on an aggregated basis with any other contract with such Contractor) or (ii) relating to any element of the Work that involves significant safety considerations, Seller shall demonstrate to Buyer’s reasonable satisfaction that the Contractor has the qualifications, experience, and safety record to develop, construct, operate and maintain the Project, as applicable; provided that Seller has pre-approved the Contractors set forth in Appendix IX. During the period that a Contractor is conducting Work, Seller shall cause the Contractor to meet and comply with the Safety Requirements.
(c) Seller shall document a Project Safety Plan and incorporate the Project Safety Plan’s features into the design, development, construction, operation, and maintenance of the Project. Seller shall submit for Buyer’s review a Project Safety Plan, in a format reasonably acceptable to Buyer, which must demonstrate (A) Seller’s plans to comply with the Safety Requirements and (B) Seller’s consideration of the Project Safety Plan items in Part Two (Project Design and Description) of Appendix VI. Upon Notice to Buyer, Seller may deviate from any specific procedures identified in the Project Safety Plan while designing, developing, constructing, operating, or maintaining the Project, if in Seller’s judgment, the deviation is necessary to design, develop, construct, operate, or maintain the Project safely or in accordance with the Safety Requirements.

(d) Throughout the Delivery Term, Seller shall update the Safeguards and the Project Safety Plan as required by Safety Requirements or as necessitated by a Safety Remediation Plan. Seller shall provide such updated Project Safety Plan to Buyer within thirty (30) days of any such updates. Throughout the Delivery Term, Buyer shall have the right to request Seller to provide its Project Safety Plan, or portions thereof, and demonstrate its compliance with the Safety Requirements within thirty (30) days of Buyer’s Notice.

(e) Seller shall remove any Contractor that engages in repeated, material violations of the Project Safety Plan or Safety Requirements, unless doing so would present an ongoing material adverse effect to the operation of the Project.

11.2 Reporting Serious Incidents. Seller shall provide Notice of a Serious Incident to Buyer within five (5) Business Days of occurrence. The Notice of Serious Incident must include the time, date, and location of the incident, the Contractor involved in the incident (as applicable), the circumstances surrounding the incident, the immediate response and recovery actions taken, and a description of any impacts of the Serious Incident. Seller shall cooperate and provide reasonable assistance, and cause each of its Contractors to cooperate and provide reasonable assistance, to Buyer with any investigations and inquiries by Governmental Authorities that arise as a result of the Serious Incident.

11.3 Remediation.

(a) Seller shall resolve any Remediation Event within the Remediation Period. Within ten (10) days of the date of the first occurrence of any Remediation Event, Seller shall provide a Safety Remediation Plan to Buyer for Buyer’s review.

(b) Seller shall cooperate, and cause each of its Contractors to cooperate, with Buyer in order for Seller to provide any report relating to a Remediation Event, in a form and level of detail that is acceptable to Buyer which incorporates information, analysis, investigations or documentation, as applicable or as requested by Buyer.

ARTICLE 12: TAXES

12.1 Taxes. Seller shall pay or cause to be paid all Taxes (a) on or with respect to the Project and (b) on or with respect to the sale and making available of Product to Buyer that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and
purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the
time and place contemplated under this Agreement (other than withholding or other Taxes imposed
on Seller’s income, revenue, receipts or employees), if any. If a Party is required to remit or pay
Taxes that are the other Party’s responsibility hereunder, such Party shall promptly pay the Taxes
due and then seek and receive reimbursement from the other for such Taxes. In the event any sale
of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide
Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence
such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall
indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which
Buyer claims it is exempt.

12.2  Cooperation. Each Party shall use reasonable efforts to implement the provisions
of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes,
so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to
minimize Tax exposure; provided, however, that neither Party shall be obligated to incur any
financial or operational burden to reduce Taxes for which the other Party is responsible hereunder
without receiving due compensation therefor from the other Party.

ARTICLE 13: LIMITATIONS

13.1  No Consequential Damages. Except to the extent part of an
express remedy or measure of damages herein, or part of an article
15 indemnity claim, or included in a liquidated damages calculation,
or arising from fraud or intentional misrepresentation, neither
party shall be liable to the other or its indemnified persons for any
special, punitive, exemplary, indirect, or consequential damages, or
losses or damages for lost revenue or lost profits, whether
foreseeable or not, arising out of, or in connection with this
agreement.

13.2  Waiver and Exclusion of Other Damages.

(a)  except as expressly set forth herein, there is no
warranty of merchantability or fitness for a particular purpose,
and any and all implied warranties are disclaimed. the parties
confirm that the express remedies and measures of damages provided
in this agreement satisfy the essential purposes hereof. all
limitations of liability contained in this agreement, including,
without limitation, those pertaining to seller’s limitation of
liability and the parties’ waiver of consequential damages, shall
apply even if the remedies for breach of warranty provided in this
agreement are deemed to “fail of their essential purpose” or are
otherwise held to be invalid or unenforceable.

(b)  for breach of any provision for which an express and
exclusive remedy or measure of damages is provided, such express
remedy or measure of damages shall be the sole and exclusive
REMEDI, THE OBLIGOR’S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH
PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE
WAIVED.

(c) TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID
HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.1(d), 4.1(c),
7.1(a)(v)(B), 7.2 AND 7.3. THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE
DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN
ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES
CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR
LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED
ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE
CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY
PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR
ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEND SUCH
PAYMENTS AS AN UNREASONABLE PENALTY.

(d) THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY
DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN
ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS
AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC
PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY
UNDER THIS AGREEMENT.

ARTICLE 14: REPRESENTATIONS; WARRANTIES; COVENANTS

14.1 Seller’s Representations and Warranties. As of the Effective Date, Seller
represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in
good standing under the laws of the State of California, and is qualified to conduct business in
the State of California and each jurisdiction where the failure to so qualify would have a material
adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement
and is not prohibited from entering into this Agreement or discharging and performing all
covenants and obligations on its part to be performed under and pursuant to this Agreement. The
execution, delivery and performance of this Agreement by Seller has been duly authorized by all
necessary action on the part of Seller (evidence of such due authorization Seller shall provide to
Buyer if requested) and does not and will not require the consent of any trustee or holder of any
indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the
transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions
of this Agreement will not conflict with or constitute a breach of or a default under any Law
presently in effect having applicability to Seller, subject to any permits that have not yet been
obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed
of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Project is located in the State of California.

(f) Seller will be responsible for obtaining all permits necessary to construct and operate the Project and Seller will be the applicant on any California Environmental Quality Act documents.

(g) Seller is familiar with conflict of interest Laws, including the California Political Reform Act, and Buyer’s board policies governing conflicts of interest; Seller is in compliance with such Laws and board policies and does not know of any facts that would violate such Laws and board policies; Seller and its officers and agents have not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any employee, director, officer of Buyer or governmental official in Alameda County, California for the purpose of influencing any act or decision of such employee, director, officer or government official in her official capacity; no officer or agent of Seller (i) is a government official in Alameda County, California or a family member of a government official in Alameda County, California or (ii) has a personal, business, or other relationship or association with any government official in Alameda County, California or family member thereof who may have responsibility for or oversight of any activities of Buyer; Seller does not employ any government official in Alameda County, California or family member thereof.

14.2 **Buyer’s Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer’s performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.
(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (i) suit, (ii) jurisdiction of court (provided that such court is located within a venue permitted in law and under the Agreement), (iii) relief by way of injunction, order for specific performance or recovery of property, (iv) attachment of assets, or (v) execution or enforcement of any judgment; provided, however that nothing in this Agreement shall waive the obligations or rights set forth in the California Tort Claims Act (Government Code Section 810 et seq.).

(f) Buyer is a “local public entity” as defined in Section 900.4 of the Government Code of the State of California.

14.3 General Covenants. Each Party covenants that commencing on the Effective Date and continuing throughout the Term it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in the State of California and each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition.

14.4 Covenants of Seller. Seller covenants to and for the benefit of Buyer that throughout the Delivery Term (unless another time period is specified):

(a) Seller will (i) acquire and maintain all Governmental Approvals necessary for the construction, operation, and maintenance of the Project consistent with Safety Requirements, including any approvals required from the City of Oakland under the California Environmental Quality Act, (ii) Notify Buyer of any material modifications or lapse in renewal of Governmental Approvals, and (iii) at Buyer’s request, provide to Buyer digital copies of any Governmental Approvals.

(b) Seller will use reasonable efforts to ensure that all employees hired by Seller, and its Contractors, that will perform construction work or provide services at the Site related to construction of the Project are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California Law, if any. Nothing herein shall require Seller or its Contractors to comply with, or assume liability created by other inapplicable provisions of any California labor Laws. Buyer agrees that Seller’s
obligations under this Section 14.4(b) will be satisfied upon the execution of a project labor agreement related to construction of the Project.

(c) Seller shall perform the obligations related to workforce development and community investment set forth in Appendix XX.

(d) Seller will deliver the Product to Buyer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person.

(e) Seller will take no action or permit any Person (other than Buyer) to take any action that would impair in any way Buyer’s ability to rely on the Project in order to satisfy its Compliance Obligations.

(f) Seller shall operate the Project during the Delivery Term in accordance with Appendices I and II and Safety Requirements.

(g) Seller shall comply with all Utility Distribution Company, Participating Transmission Owner, and CAISO Tariff requirements applicable to energy storage facilities.

(h) Seller shall follow all the rules set forth in Appendix A of the MUA Decision.

ARTICLE 15: INDEMNITIES

15.1 Indemnity by Seller.

(a) Seller shall defend, indemnify and hold harmless Buyer, its directors, officers, agents, attorneys, employees, and representatives (“Buyer Group”) from and against all third party claims, demands, losses, liabilities, penalties, and expenses, including reasonable attorneys’ and expert witness fees, however described (collectively, “Claims”), which arise out of or relate to or are in any way connected with (i) Seller’s delivery of the Product to Buyer, (ii) Seller’s or its Affiliates’ ownership, development, construction, operation or maintenance of the Project, including the Site(s); (iii) Seller’s or its Affiliates’ actions or inactions, including Seller’s breach of this Agreement or other agreements related to the development, construction, ownership, operation or maintenance of the Project or Site (including any Claims relating to a Shortfall); (iv) any environmental matters associated with the Project, including the disposal and transportation of Hazardous Substances by or on behalf of the Seller or at the Seller’s direction or agreement; (v) any agreement between Seller or its Affiliates and a third party; or (vi) Seller’s or its Affiliates’ violation of any applicable Law, Requirements, or other requirements of Transmission Provider, Utility Distribution Company, NERC, WECC or Reliability Organization; in each case including any loss, claim, action or suit, for or on account of injury to, bodily or otherwise, or death of, persons, or for damage to or destruction or economic loss of property belonging to Buyer, Seller, Seller’s Affiliates, or others, excepting only such losses, to the extent solely caused by the willful misconduct or gross negligence of a member of the Buyer Group (collectively, “Indemnifiable Losses”).
(b) Seller shall defend, indemnify and hold harmless the Buyer Group harmless from and against all Claims incurred by or brought against Buyer in connection with Environmental Costs.

15.2 Notice of Claim.

(a) Notice of Claim. Subject to the terms of this Agreement and upon obtaining knowledge of an Indemnifiable Loss for which it is entitled to indemnity under this Article 15, Buyer will promptlyNotify Seller in writing of any Claim which Buyer has determined has given or could give rise to an Indemnifiable Loss under Section 15.1. The Notice is referred to as a “Notice of Claim.” A Notice of Claim will specify, in reasonable detail, the facts known to Buyer regarding the Indemnifiable Loss.

(b) Failure to Provide Notice. A failure to give timely Notice or to include any specified information in any Notice as provided in this Section 15.2 will not affect the rights or obligations of any Party hereunder except and only to the extent that, as a result of such failure, any Party which was entitled to receive such Notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially damaged as a direct result of such failure and, provided further, Seller is not obligated to indemnify Buyer for the increased amount of any Indemnifiable Loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

15.3 Defense of Claims. If, within ten (10) days after giving a Notice of Claim regarding a Claim to Seller pursuant to Section 15.2(b), Buyer receives Notice from Seller that Seller has elected to assume the defense of such Claim as provided in the last sentence of Section 15.2(b), Seller will not be liable for any legal expenses subsequently incurred by Buyer in connection with the defense thereof; provided, however, that if Seller fails to take reasonable steps necessary to defend diligently such Claim within ten (10) days after receiving Notice from Buyer that Buyer believes Seller has failed to take such steps, or if Seller has not undertaken fully to indemnify Buyer in respect of all Indemnifiable Losses relating to the matter, Buyer may assume its own defense, and Seller will be liable for all costs or expenses, including attorneys’ fees, paid or incurred in connection therewith. Without the prior written consent of Buyer, Seller will not enter into any settlement of any Claim which would lead to liability or create any financial or other obligation on the part of Buyer for which Buyer is not entitled to indemnification hereunder; provided, however, that Seller may accept any settlement without the consent of Buyer if such settlement provides a full release to Buyer and no requirement that Buyer acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Buyer for which Buyer is not entitled to indemnification hereunder; provided, however, that Seller may accept any settlement without the consent of Buyer if such settlement provides a full release to Buyer and no requirement that Buyer acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Buyer for which Buyer is not entitled to indemnification hereunder; provided, however, that Seller may accept any settlement without the consent of Buyer if such settlement provides a full release to Buyer and no requirement that Buyer acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Buyer for which Buyer is not entitled to indemnification hereunder; provided, however, that Seller may accept any settlement without the consent of Buyer if such settlement provides a full release to Buyer and no requirement that Buyer acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Buyer for which Buyer is not entitled to indemnification hereunder; provided, however, that Seller may accept any settlement without the consent of Buyer if such settlement provides a full release to Buyer and no requirement that Buyer acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Buyer for which Buyer is not entitled to indemnification hereunder; provided, however, that Seller may accept any settlement without the consent of Buyer if such settlement provides a full release to Buyer and no requirement that Buyer acknowledge fault or culpability.

15.4 Subrogation of Rights. Upon making any indemnity payment, Seller will, to the extent of such indemnity payment, be subrogated to all rights of the Buyer against any third party in respect of the Indemnifiable Loss to which the indemnity payment relates; provided that (a)
Seller is in compliance with its obligations under this Agreement in respect of such Indemnifiable Loss, and (b) until Buyer recovers full payment of its Indemnifiable Loss, any and all claims of the Seller against any such third party on account of said indemnity payment are hereby made expressly subordinated and subjected in right of payment to Buyer’s rights against such third party. Without limiting the generality or effect of any other provision hereof, Buyer and Seller shall execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

15.5 Rights and Remedies are Cumulative. The rights and remedies of a Party pursuant to this Article 15 are cumulative and in addition to the rights of the Parties otherwise provided in this Agreement, except with respect to any expressly exclusive remedies herein.

ARTICLE 16: INSURANCE

16.1 Insurance. Throughout the Term, Seller shall procure and maintain the following insurance coverage and require and cause its Contractors to maintain the same levels of coverage. For the avoidance of doubt, the obligations of the Seller in this Section 16.1 constitute a material obligation of this Agreement.

(a) Workers’ Compensation and Employers’ Liability.

(i) If it has employees, workers’ compensation insurance indicating compliance with any applicable labor codes, acts, Laws or statutes, California state or federal, where Seller performs Work.

(ii) Employers’ liability insurance will not be less than one million dollars ($1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the one million dollar ($1,000,000) policy limit will apply to each employee.

(b) Commercial General Liability.

(i) Commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of two million dollars ($2,000,000) per occurrence, and an annual aggregate of not less than five million dollars ($5,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller’s obligations under this Agreement and including Buyer as an additional named insured.

(ii) An umbrella insurance policy in a minimum limit of liability of ten million dollars ($10,000,000).

(iii) Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(c) Business Auto.
(i) Business auto insurance for bodily injury and property damage with limits of one million dollars ($1,000,000) per occurrence.

(ii) Such insurance shall cover liability arising out of Seller’s use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.”

(d) **Construction All-Risk Insurance.** During the construction of the Project prior to the Commercial Operation Date, construction all-risk form property insurance covering the Project during such construction periods, and naming Seller (and Lender if any) as the loss payee.

(e) **Contractor’s Pollution Liability.**

(i) If the scope of Work involves areas of known pollutants or contaminants, pollution liability coverage will be required to cover bodily injury, property damage, including clean-up costs and defense costs resulting from sudden, and accidental conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water shall be maintained.

(ii) The limit will be at least two million dollars ($2,000,000.00) each occurrence for bodily injury and property damage.

(iii) The policy will endorse Buyer as additional insured.

16.2 **Evidence of Insurance.** Within ten (10) days after the Effective Date and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing the coverage required under this Agreement. These certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, reduction, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer.

16.3 **Failure to Comply.** If Seller fails to comply with any of the provisions of this Article 16, Buyer may, but is not obligated, to purchase the insurance coverage required under Section 16.1 and set off the cost thereof from any amounts owed by Buyer to Seller under this Agreement.

**ARTICLE 17: RECORDS AND AUDIT RIGHTS**

17.1 **Operations Logs.** Seller shall maintain a complete and accurate log of all material operations on a daily basis. Such log will include, but not be limited to, information on charging, discharging, availability, maintenance performed, outages, electrical characteristics of the energy storage systems and similar information relating to the availability, testing and operation of the Project. Seller shall provide this information electronically to Buyer on a monthly basis. At the request of Buyer, the CPUC, or the staff of the CPUC, Seller shall provide all records demonstrating that the Project is operated and maintained in accordance with Requirements.
17.2 **Records and Audit.**

(a) Seller shall provide access to such financial records and personnel required by Buyer in order to facilitate Buyer’s compliance with applicable Law and Generally Accepted Accounting Principles.

(b) To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least five (5) years or as otherwise required by Law. Seller will make all records available to Buyer at its principal place of business during normal working hours.

17.3 **General Audit Right.** Buyer has the right during normal working hours, and after reasonable Notice, to examine Seller’s records to the extent reasonably necessary to verify (a) Seller’s compliance with this Agreement (including Section 14.4), (b) the accuracy of any statement including the Project Safety Plan or other documents that supplement this Agreement, and (c) any charge, or computation made pursuant to this Agreement. If such examination reveals any material inaccuracy, necessary adjustments shall be made promptly.

17.4 **State Auditor.** In accordance with Government Code Section 8546.7, Seller may be subject to audit by the California State Auditor with regard to Seller's performance of this Agreement if the compensation under this Agreement exceeds ten thousand dollars ($10,000.00).

17.5 **Data Request Cooperation.** Each Party shall use reasonable efforts to assist the other Party in gathering information for and preparing responses to data requests and other inquiries from Governmental Authorities or Public Records Act requests that are related to or associated with the Project, delivery of Product or this Agreement, subject to the requirements of Article 20.

17.6 **Access Rights.** Buyer, its authorized agents, employees and inspectors, have, while observing and abiding by safety and security procedures of the Parties, the right of ingress to and egress from the Project, including the Site(s) with reasonable advance Notice and for any purposes connected with this Agreement. To the extent reasonably possible, Buyer will limit its requests to access the Project or the Site to normal business hours and coordinate its emergency activities with the safety and security departments, if any, of the Project operator. Seller shall keep Buyer advised of current procedures for contacting the Project operator’s safety and security departments.

**ARTICLE 18: ASSIGNMENT**

18.1 **General Prohibition on Assignments.** Except as provided below, neither Party may assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any Change of Control of Seller or direct or indirect change of control of Buyer (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
18.2 **Collateral Assignment.**

(a) Subject to the provisions of this Section 18.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Project.

(b) In connection with any collateral assignment of this Agreement for purposes of the financing or refinancing of the Project by Seller, Buyer agrees to work with Seller and Lender to agree upon a consent to collateral assignment of this Agreement ("Collateral Assignment Agreement"). The Collateral Assignment Agreement must be in form and substance agreed to by Buyer, Seller and Lender.

18.3 **Permitted Assignment by Seller.** Except as may be precluded by, or would cause Buyer to be in violation of the Political Reform Act (Cal. Gov. Code section 81000 et seq.) or the regulations thereto, Cal. Government Code section 1090, Buyer’s Conflict of Interest Code/Policy or any other conflict of interest Law, Seller may, without the prior written consent of Buyer, transfer or assign this Agreement, including through a Change of Control, to an Affiliate of Seller.

18.4 **Permitted Assignment by Buyer.** Buyer may assign its interest in this Agreement to City of Pico Rivera without Seller’s consent, provided that City of Pico Rivera is a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission at such time and either (i) City of Pico Rivera and this Agreement are still subject to a Member Lockbox Arrangement for the benefit of Seller in accordance with Section 8.11 or (ii) City of Pico Rivera has provided other performance assurance reasonably acceptable to Seller; provided, further, that in each such case, no fewer than fifteen (15) Business Days before such assignment Buyer (x) notifies Seller of such assignment and (y) provides to Seller a written agreement signed by the Person to which Buyer wishes to assign its interests stating that such Person agrees to assume all of Buyer’s obligations and liabilities under this Agreement. Any assignment by Buyer, its successors or assigns under this Section 18.4 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Seller.

18.5 **Unauthorized Assignment; Costs.**

(a) Any assignment or purported assignment in violation of this Article 18 is void.

(b) No assignment of this Agreement shall be effective unless such assignment is memorialized in a written agreement signed by the assignee and, except in connection with a collateral financing, in which agreement the assignee assumes all of the assignor’s obligations and liabilities under this Agreement.

(c) Seller shall be responsible for Buyer’s reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement, including without limitation reasonable attorneys’ fees.
ARTICLE 19: DISPUTE RESOLUTION

19.1 **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement shall be brought in the federal courts of the United States Central District of California, or the courts of the State of California sitting in the County of Los Angeles, California.

19.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, the parties shall submit the dispute to mediation prior to seeking any and all remedies available to it at Law in or equity. The Parties will cooperate in selecting a qualified neutral mediator selected from a panel of neutrals and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator’s fee, equally, but such shared costs shall not include each Party’s own attorneys’ fees and costs, which shall be borne solely by such Party. If the mediation is unsuccessful, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement. To the fullest extent permitted under applicable Law, any statute of limitations applicable to a dispute that is mediated by the Parties pursuant to this Agreement shall toll during any period in which such dispute is being mediated in accordance with this Section 19.2.

ARTICLE 20: CONFIDENTIAL INFORMATION

20.1 **Confidential Information.** Throughout the Term, neither Party shall disclose (a) the non-public terms or conditions of this Agreement or (b) information disclosed to such Party by the other Party that is (i) marked or expressly identified as “confidential” and (ii) accompanied by a statutory reference to the applicable section of the Public Records Act pursuant to which such information may be kept confidential (collectively, “Confidential Information”) to a third party.

20.2 **Permitted Disclosures.** A Party may disclose Confidential Information: (a) to the Party’s Affiliates and the Party’s and its Affiliate’s employees, counsel, accountants, advisors, lenders, or equity investors who have a need to know such information and have agreed to keep such terms confidential; (b) in order to comply with any applicable Law or any exchange, regulation, Balancing Authority, control area or Transmission Provider rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party (“Disclosing Party”), other than to those entities set forth in subsection (c); or (c) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or FERC.

(a) **Procedure for Permitted Disclosures.** In connection with requests made pursuant to Section 20.2(b) (“Disclosure Order”) and disclosures pursuant to Section 20.2(c)
(“Regulatory Disclosure”) each Party shall, to the extent practicable, use reasonable efforts to:
(A) Notify the other Party prior to disclosing the Confidential Information and (B) prevent or limit
such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (I)
prohibited from complying with a Disclosure Order or making the Regulatory Disclosure or (II)
liable to the other Party for monetary or other damages incurred in connection with such
disclosures of the Confidential Information.

(b) Disclosure Requests. If a Party (“Receiving Party”) receives a request
from a third party for access to, or inspection, disclosure or copying of, any of the other Party’s
(the “Supplying Party”) Confidential Information (“Disclosure Request”), then the Receiving
Party shall provide Notice and a copy of the Disclosure Request to the Supplying Party promptly
after receipt of the Disclosure Request. Within three (3) Business Days of receipt of such Notice,
the Supplying Party may provide a Notice to the Receiving Party stating that the Supplying Party
believes there are reasonable legal grounds for denying or objecting to the Disclosure Request and
will seek a protective order or other judicial determination to protect the confidential information,
in such case, the Supplying Party will cover all of its own costs and further agrees to indemnify
and pay any and all costs incurred by Receiving Party as a result of the Supplying Party’s attempts
to protect from disclosure the information. If the Supplying Party does not seek or does not receive
a protective order or other judicial determination protecting the Confidential Information, the
Receiving Party may disclose the Confidential Information, which disclosure will not be
considered a violation of this Agreement. The Parties recognize that Buyer is a public entity subject
to the provisions of the California Public Records Act, and that disclosures made thereunder shall
not be considered a violation of this Agreement.

20.3 Remedies. Except as provided in Section 20.2 with respect to the Parties’ permitted
disclosures, the Parties shall be entitled to all remedies available at Law or in equity to enforce, or
seek relief in connection with, this confidentiality obligation.

ARTICLE 21: GENERAL PROVISIONS

21.1 Entire Agreement; Integration; Exhibits. This Agreement constitutes the entire
agreement and understanding between Seller and Buyer with respect to the subject matter hereof
and supersedes all prior agreements relating to the subject matter hereof, which are of no further
force or effect. The Cover Sheet and any exhibit, appendix, or other attachment hereto is an integral
part hereof and is made a part of this Agreement by reference. This Agreement shall be considered
for all purposes as prepared through the joint efforts of the Parties and shall not be construed
against one Party or the other as a result of the preparation, substitution, submission or other event
of negotiation, drafting or execution hereof.

21.2 Amendments. This Agreement may only be amended, modified or supplemented
by an instrument in writing executed by duly authorized representatives of Seller and Buyer;
provided, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail
communications.

21.3 Survival. Applicable provisions of this Agreement shall continue in effect after
termination, to the extent necessary to enforce or complete the duties, obligations or
responsibilities of the Parties arising prior to termination. Notwithstanding anything to the
contrary in this Agreement, (i) all rights under Sections 15.1 through 15.5 (Indemnities) and any other indemnity rights survive the end of the Term without limit, (ii) all audit rights under Sections 17.2 and 17.3 survive the end of the Term for an additional one (1) year, or as required by applicable Law, (iii) all rights and obligations under Article 20 (Confidentiality) survive the end of the Term without limit, and (iv) all provisions relating to limitations of liability survive without limit.

21.4 **Waivers.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any waiver of a default under this Agreement must appear in a writing signed by the waiving Party.

21.5 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as Product seller and Product purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Project, the Product or any business related to the Project. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement or, to the extent set forth herein, any Lender or indemnitee. In no event shall Buyer’s receipt or review of any Seller submission, or Buyer’s monitoring of Project data or cooperation in Project operations be construed as an assumption of any responsibility, liability or obligation of Seller for the design, construction or operation of the Project.

21.6 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

21.7 **Mobile Sierra.** Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the FERC pursuant to the provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party, or the FERC acting sua sponte shall be the “public interest” standard of review set forth in United States Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and NRG Power Mkrt’g, LLC v. Maine Pub. Util. Comm’n, 558 U.S. 165 (2010).

21.8 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.
21.9 **Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by execution and electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, provided that any digital signatures are in compliance with California Code of Regulations, Title 2, Division 7, Chapter 10, Sections 22000 – 22005.

21.10 **No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Except as set forth in Section 21.11, Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Except as otherwise set forth in this Agreement with respect to the Member Lockbox Arrangement, Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer’s constituent members, or the employees, directors, officers, consultants or advisors or Buyer or its constituent members, in connection with this Agreement.

21.11 **Lockbox Account.** For so long as the Member Lockbox Arrangement exists, Buyer’s obligations to make payments with respect to this Agreement are to be made solely from the Member Lockbox Account, as set forth in the applicable Member Security Agreement. For so long as either (a) the Member Lockbox Arrangement exists or (b) Member has provided and continues to maintain Member Performance Security for the benefit of Seller, obligations to make payments under the Agreement do not constitute any kind of indebtedness of Member or create any kind of lien on, or security interest in, any property or revenues of Member, except as set forth in the Member Lockbox Arrangement or Member Performance Security, as applicable.

21.12 **Forward Contract.** The Parties intend that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code. Each Party agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

21.13 **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

**ARTICLE 22: NOTICES**

22.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth on Appendix VIII or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.
22.2 **Time of Delivery.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery, United States mail, or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.
SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

BLACK WALNUT ENERGY STORAGE, LLC

By: __________________________
Name: _________________________
Title: __________________________

CALIFORNIA CHOICE ENERGY AUTHORITY, a California joint powers authority

By: __________________________
Name: _________________________
Title: __________________________

Acknowledged: City of Pico Rivera, a California municipal corporation and general law city (d/b/a Pico Rivera Innovative Municipal Energy)

CITY OF PICO RIVERA

By: __________________________
Name: _________________________
Title: __________________________
APPENDIX I

DESCRIPTION OF PROJECT

The following describes the Project to be constructed, operated and maintained by Seller through the Term in accordance with the Agreement.

A. PROJECT DESCRIPTION

Project name: Black Walnut Energy Storage

Technology type: Lithium-Ion Battery Energy Storage

Project physical address: , Santa Paula, CA 93060

Interconnection:

  CAISO transmission access charge area (e.g. PG&E): SCE

  Point of interconnection:

  Existing zone (e.g. NP-15): SP-15

  PNode: TBD

  CAISO Resource ID: TBD

B. PROJECT SIZE

Nameplate capacity: 15 MW
The following describes the Operational Characteristics to determine the amount of Capacity Attributes of Product generated by the entire Project, including Capacity Attributes of Product associated with portions of the Project that are being purchased by third parties. The Capacity Attributes of Product being sold and transferred under this Agreement are limited to the Contract Amounts set forth on the Cover Sheet.

APPENDIX II

OPERATIONAL CHARACTERISTICS

The following describes the Operational Characteristics to determine the amount of Capacity Attributes of Product.

Physical Location and Point of Interconnection

Shall be as set forth in Appendix I-A.

Discharging and Charging

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Energy Storage Resource Adequacy Agreement Form
APPENDIX III
PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Project description.
3. Site plan of the Project.
4. Description of any material planned changes to the Project or the Site.
5. Schedule showing progress on Project construction generally and achieving each of the Critical Milestones, the Commercial Operation Milestone, and the Initial Delivery Date.
6. Summary of activities during the previous month, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to the Critical Milestones, the Commercial Operation Milestone, and the Initial Delivery Date, including whether Seller is on schedule with respect to the same.
9. List of issues that are likely to potentially affect achievement of the Critical Milestones, the Commercial Operation Milestone, and the Initial Delivery Date.
10. Progress and schedule of the EPC Contract, all major equipment supply agreements, Governmental Approvals, technical studies, and financing arrangements.
11. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and interconnection progress.
12. Compliance with workforce and prevailing wage requirements.
13. Any other documentation reasonably requested by Buyer.
APPENDIX IV
CERTIFICATION
FOR COMMERCIAL OPERATION

This certification of commercial operation ("Certification") is delivered by each of ______ (“Seller”) and ______ (“Engineer”) to California Choice Energy Authority, a California joint powers authority (“Buyer”) in accordance with the terms of that certain Energy Storage Resource Adequacy Agreement dated ______ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller and Engineer each hereby certifies and represents to Buyer the following, severally and not jointly:

(1) The Project became Commercially Operable on ___________.

(2) The Project has been constructed in accordance with Appendix I of the Agreement.

(3) The Project has been constructed in accordance with the Project Safety Plan.

(4) The Project is capable of producing and delivering Capacity Attributes of Product in the Contract Amounts, and a performance test was conducted to confirm this capability.

(5) Seller has designed and built the Project to have a design life for the Delivery Term in accordance with Prudent Operating Practices.

(6) The design and construction of the Project was carried out by the original equipment manufacturer or other qualified organization in accordance with the designs and requirements of the original equipment manufacturer.

SELLER: ____________________________
Signature: ____________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________
License Number: ______________________
LPE Stamp: _________________________

ENGINEER: ____________________________
Signature: ____________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________

APPENDIX V-A

FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date: 
Bank Ref.: 
Amount: US$[XXXXXXXX]
Expiry Date:

Beneficiary:
California Choice Energy Authority
44933 Fern Avenue
Lancaster, CA 93534
Attn: Executive Director

Ladies and Gentlemen:

By the order of __________ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) in favor of California Choice Energy Authority, a California joint powers authority (“Beneficiary”), for an amount not to exceed the aggregate sum of U.S. $[XXXXXXXX] (United States Dollars [XXXXX] and 00/100), pursuant to that certain Energy Storage Resource Adequacy Agreement dated as of _______ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [Insert Date] which is one year after the issue date of this Letter of Credit, or any expiration date extended in accordance with the terms hereof (the “Expiration Date”).

Funds under this Letter of Credit are available to Beneficiary by presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXXX] (“Drawing Certificate”). The Drawing Certificate may be presented by (a) physical delivery, (b) as a PDF attachment to an e-mail to [bank email address] or (c) facsimile to [bank fax number [XXX-XXX-XXXX]] confirmed by [e-mail to [bank email address]] Transmittal by facsimile or email shall be deemed delivered when received.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

† Note: proposed changes to form of letter of credit subject to esVolta’s issuing bank’s review.
We hereby agree with the Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit, that such drafts will be duly honored upon presentation to the Issuer on or before the Expiration Date. All payments made under this Letter of Credit shall be made with Issuer’s own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary’s account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance.

It is a condition of this Letter of Credit that the Expiration Date shall be deemed automatically extended without an amendment for a one year period beginning on the present Expiration Date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such Expiration Date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the “UCP”), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer’s control (as defined in Article 36 of the UCP) that interrupts Issuer’s business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the Expiration Date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer’s Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer’s Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[Bank Name]

[Insert officer name]
[Insert officer title]
(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of California Choice Energy Authority, a California joint powers authority, 44933 Fern Avenue Lancaster, CA 93534, as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of __________ (the “Applicant”), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Energy Storage Resource Adequacy Agreement dated as of ___________, 20__ (the “Agreement”).

2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. $___________ because a Seller Event of Default (as such term is defined in the Agreement) has occurred or other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit has occurred.

OR

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. $___________, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of California Choice Energy Authority and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to California Choice Energy Authority by wire transfer in immediately available funds to the following account:

[Specify account information]

California Choice Energy Authority

__________________________________________
Name and Title of Authorized Representative

___________________________
Date
APPENDIX V-B

FORM OF GUARANTY

This Guaranty (this “Guaranty”) is entered into as of [_____] (the “Effective Date”) by and between [_____], a [_____] (“Guarantor”), and California Choice Energy Authority, a California joint powers authority (together with its successors and permitted assigns, “Buyer”).

Recitals

A. Buyer and [SELLER ENTITY], a _____________________ (“Seller”), entered into that certain Energy Storage Resource Adequacy Agreement (as amended, restated or otherwise modified from time to time, the “RA Agreement”) dated as of [____], 2020.

B. Guarantor is entering into this Guaranty as Delivery Term Security to secure Seller’s obligations under the RA Agreement, as required by Section 10.2 of the RA Agreement.

C. It is in the best interest of Guarantor to execute this Guaranty inasmuch as Guarantor will derive substantial direct and indirect benefits from the execution and delivery of the RA Agreement.

D. Initially capitalized terms used but not defined herein have the meaning set forth in the RA Agreement.

Agreement

1. Guaranty. For value received, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee, as primary obligor and not as a surety, to Buyer the full, complete and prompt payment by Seller of any and all amounts and payment obligations now or hereafter owing from Seller to Buyer under the RA Agreement, including, without limitation, compensation for penalties, the Termination Payment, indemnification payments or other damages, as and when required pursuant to the terms of the RA Agreement (the “Guaranteed Amount”), provided, that Guarantor’s aggregate liability under or arising out of this Guaranty shall not exceed [XXXXXXXXXXXX] ($XXXXX) (the “Liability Limit”). The Parties understand and agree that any payment by Guarantor or Seller of any portion of the Guaranteed Amount shall thereafter reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis. This Guaranty is an irrevocable, absolute, unconditional and continuing guarantee of the full and punctual payment and performance, and not of collection, of the Guaranteed Amount and, except as otherwise expressly addressed herein, is in no way conditioned upon any requirement that Buyer first attempt to collect the payment of the Guaranteed Amount from Seller, any other guarantor of the Guaranteed Amount or any other Person or entity or resort to any other means of obtaining payment of the Guaranteed Amount. In the event Seller shall fail to duly, completely or punctually pay any Guaranteed Amount as required pursuant to the RA Agreement, Guarantor shall promptly pay such amount as required herein.

2. Demand Notice. For avoidance of doubt, a payment shall be due for purposes of this
Guaranty only when and if a payment is due and payable by Seller to Buyer under the terms and conditions of the RA Agreement. If Seller fails to pay any Guaranteed Amount as required pursuant to the RA Agreement for ten (10) Business Days following Seller’s receipt of Buyer’s written notice of such failure (the “Demand Notice”), then Buyer may elect to exercise its rights under this Guaranty and may make a demand upon Guarantor (a “Payment Demand”) for such unpaid Guaranteed Amount. A Payment Demand shall be in writing and shall reasonably specify in what manner and what amount Seller has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Buyer is requesting that Guarantor pay under this Guaranty. Guarantor shall, within five (5) Business Days following its receipt of the Payment Demand, pay the Guaranteed Amount to Buyer.

3. **Scope and Duration of Guaranty.** This Guaranty applies only to the Guaranteed Amount. This Guaranty shall continue in full force and effect from the Effective Date until the following have occurred: (x) all Guaranteed Amounts have been paid in full (whether directly or indirectly through set-off or netting of amounts owed by Buyer to Seller) and the Delivery Term has expired or terminated early or (y) replacement Delivery Term Security is provided in an amount and form required by the terms of the RA Agreement. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty, and (b) subject to the preceding sentence, shall be discharged only by complete performance of the undertakings herein. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged, or otherwise affected and this Guaranty shall not be invalidated or impaired or otherwise affected for the following reasons:

   (i) the extension of time for the payment of any Guaranteed Amount, or

   (ii) any amendment, modification or other alteration of the RA Agreement, or

   (iii) any indemnity agreement Seller may have from any party, or

   (iv) any insurance that may be available to cover any loss, except to the extent insurance proceeds are used to satisfy the Guaranteed Amount, or

   (v) any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Seller or any of its assets, including but not limited to any rejection or other discharge of Seller’s obligations under the RA Agreement imposed by any court, trustee or custodian or any similar official or imposed by any law, statute or regulation, in each such event in any such proceeding, or

V-B - 2
(vi) the release, modification, waiver or failure to pursue or seek relief with respect to any other guaranty, pledge or security device whatsoever, or

(vii) any payment to Buyer by Seller that Buyer subsequently returns to Seller pursuant to court order in any bankruptcy or other debtor-relief proceeding, or

(viii) those defenses based upon (A) the legal incapacity or lack of power or authority of any Person, including Seller and any representative of Seller to enter into the RA Agreement or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of the RA Agreement, or (C) Seller’s inability to pay any Guaranteed Amount or perform its obligations under the RA Agreement, or

(ix) any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, including, without limitation, statute of frauds and accord and satisfaction;

provided that Guarantor reserves the right to assert for itself any defenses, setoffs or counterclaims that Seller is or may be entitled to assert against Buyer (except for such defenses, setoffs or counterclaims that may be asserted by Seller with respect to the RA Agreement, but that are expressly waived under any provision of this Guaranty).

4. Waivers by Guarantor. Guarantor hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraph 2, (a) notice of acceptance, presentment or protest with respect to the Guaranteed Amounts and this Guaranty, (b) notice of any action taken or omitted to be taken by Buyer in reliance hereon, (c) any requirement that Buyer exhaust any right, power or remedy or proceed against Seller under the RA Agreement, and (d) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing waiver of surety defenses, it is agreed that the occurrence of any one or more of the following shall not affect the liability of Guarantor hereunder:

(i) at any time or from time to time, without notice to Guarantor, the time for payment of any Guaranteed Amount shall be extended, or such performance or compliance shall be waived;

(ii) the obligation to pay any Guaranteed Amount shall be modified, supplemented or amended in any respect in accordance with the terms of the RA Agreement;

(iii) any (a) sale, transfer or consolidation of Seller into or with any other entity, (b) sale of substantial assets by, or restructuring of the corporate existence of, Seller or (c) change in ownership of any membership interests of, or other ownership interests in, Seller; or
(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

5. **Subrogation.** Notwithstanding any payments that may be made hereunder by the Guarantor, Guarantor hereby agrees that until the earlier of payment in full of all Guaranteed Amounts or expiration of the Guaranty in accordance with Section 3, it shall not be entitled to, nor shall it seek to, exercise any right or remedy arising by reason of its payment of any Guaranteed Amount under this Guaranty, whether by subrogation or otherwise, against Seller or seek contribution or reimbursement of such payments from Seller.

6. **Representations and Warranties.** Guarantor hereby represents and warrants that (a) it has all necessary and appropriate [limited liability company]/[corporate] powers and authority and the legal right to execute and deliver, and perform its obligations under, this Guaranty, (b) this Guaranty constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this Guaranty does not and will not contravene Guarantor’s organizational documents, any applicable Law or any contractual provisions binding on or affecting Guarantor, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Guarantor, threatened, against or affecting Guarantor or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Guarantor to enter into or perform its obligations under this Guaranty, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any stockholder or creditor of the Guarantor), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty by Guarantor.

7. **Notices.** Notices under this Guaranty shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four Business Days after mailing if sent by certified, first class mail, return receipt requested. If transmitted by facsimile, such notice shall be deemed received when the confirmation of transmission thereof is received by the party giving the notice. Any party may change its address or facsimile to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 7.

If delivered to Buyer, to it at

[____]

Attn: [____]

Fax: [____]
If delivered to Guarantor, to it at

[____]

Attn: [____]

Fax: [____]

8. **Governing Law and Forum Selection.** This Guaranty shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of California, excluding choice of law rules. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Guaranty shall be brought in the federal courts of the United States or the courts of the State of California sitting in the City and County of Los Angeles, California.

9. **Miscellaneous.** This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Buyer and its successors and permitted assigns pursuant to the RA Agreement. No provision of this Guaranty may be amended or waived except by a written instrument executed by Guarantor and Buyer. This Guaranty is not assignable by Guarantor without the prior written consent of Buyer. No provision of this Guaranty confers, nor is any provision intended to confer, upon any third party (other than Buyer’s successors and permitted assigns) any benefit or right enforceable at the option of that third party. This Guaranty embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this Guaranty is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the parties hereto and (ii) such determination shall not affect any other provision of this Guaranty and all other provisions shall remain in full force and effect. This Guaranty may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Guaranty may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

[Signature on next page]
IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized representative on the date first above written.

GUARANTOR:

[_____]  

By:______________________________

Printed Name:__________________

Title:____________________________

BUYER:

[_____]  

By:______________________________

Printed Name:__________________

Title:____________________________
APPENDIX VI

PROJECT SAFETY PLAN AND DOCUMENTATION

Project Safety Plan Elements:

Part One: Safety Requirements and Safety Programs

Identify the applicable safety-related codes, standards, and regulations (CSR) which govern the design, construction, operation, maintenance of the Project using the proposed technology.

Describe the Seller’s and the Seller’s Contractor(s)’ safety programs and policies. Describe Seller’s compliance with any safety-related industry standards or any industry certifications (American National Standards Institute (ANSI), International Organization for Standardization (ISO), etc.), if applicable.

Part Two: Project Design and Description

Describe Seller’s safety engineering approach to select equipment and design systems and the Project to reduce risks and mitigate the impacts of safety-related incidents, including cascading failures, excessive temperatures, thermal runaways, fires, explosions, disk fractures, hazardous chemical releases.

Describe the results of any failure mode effects analyses (FMEA) or similar safety engineering evaluations. In the case of lithium ion batteries, describe the safety-related reasons, including design features and historical safety records, for selecting particular anode and cathode materials and a particular manufacturer.

Provide a list of major facility components, systems, materials, and associated equipment, which includes but is not limited to, the following information:

   a) Equipment manufacturer’s datasheet, model numbers, etc.,
   b) Technical specifications,
   c) Equipment safety-related certifications (e.g. UL),
   d) Safety-related systems, and
   e) Approximate volumes and types of hazardous materials expected to be on Site.

Part Three: Project Safety Management

Identify and describe any hazards and risks to life, safety, public health, property, or the environment due to or arising from the Project. Describe the Seller’s applicable site-specific safety plans, risk mitigation, Safeguards and layers of protection, including but not necessarily limited to:

   a) Engineering controls,
   b) Work practices,
   c) Administrative controls,
   d) Personal protective equipment and procedures,
   e) Incident response and recovery plans,
   f) Contractor pre-qualification and management,
g) Operating procedures,
h) Emergency plans,
i) Training and qualification programs,
j) Disposal, recycle, transportation and reuse procedures, and
k) Physical security measures.
APPENDIX VII

MUA DECISION ATTESTATION

This attestation is delivered by ______ (“Seller”) to California Choice Energy Authority, a California joint powers authority (“Buyer”) in accordance with the terms of that certain Energy Storage Resource Adequacy Agreement dated ______ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this attestation but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer, as of the date set forth below, that with regard to the Project, Seller is following all the rules set forth in Appendix A of CPUC Decision 18-01-003 on Multiple-Use Application Issues, issued January 17, 2018, regarding the multiple-use applications of energy storage facilities.

EXECUTED by SELLER this ________ day of _____________, 20__.  

Signature: ____________________________

Name: _______________________________

Title: _______________________________
### APPENDIX VIII

#### NOTICES

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<td>Name: Black Walnut Energy Storage, LLC</td>
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<tr>
<td>Street: 65 Enterprise, 3rd Floor</td>
<td>Attn: Cathy DeFalco</td>
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<tr>
<td>City: Aliso Viejo, CA. 92656</td>
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<tr>
<td>Attn: Development</td>
<td>Lancaster, CA 93534</td>
</tr>
<tr>
<td>Phone: (949) 330-6300</td>
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<td>Email: <a href="mailto:Lizette.Vidrio@esVolta.com">Lizette.Vidrio@esVolta.com</a></td>
<td>E-mail: <a href="mailto:Cathy@CalChoice.org">Cathy@CalChoice.org</a></td>
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<td>Rishad Olpadwala, Vice President</td>
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APPENDIX IX

APPROVED CONTRACTORS

1. Powin Energy Corporation
APPENDIX X

[NOT USED]
APPENDIX XI

[NOT USED]
APPENDIX XX

WORKFORCE DEVELOPMENT AND COMMUNITY INVESTMENT OBLIGATIONS

Seller shall conduct outreach with qualified local contractors, so that local firms have a fair opportunity to compete for Project construction contracts. In addition, Seller shall require that construction contractors utilize locally sourced labor to the extent practicable.
END OF AGREEMENT
To: Mayor and City Council  
From: City Manager  
Meeting Date: March 24, 2020  
Subject: MASTER POSITION CONTROL MODIFICATIONS

Recommendation:

1. Approve a resolution modifying master position control (Exhibit A).

Fiscal Impact:

There is an annual salary decrease in the general fund fiscal year budget of $12,787. No additional appropriation is needed at this time.

Discussion:

The proposed changes to the master position control are an attempt to align roles and responsibilities with appropriate job titles, and current employees that exist within their current job classifications.

Administration

In the Administration Department, the current Executive Assistant is under filling a Senior Executive Assistant position. Staff recommends reclassifying the Senior Executive Assistant to the Executive Assistant position. The Analyst position within the Administration Department will be reclassified to an Assistant to the City Manager position. At one time the City had this position approved but it was moved to the Community and Economic Development Department. The Administration Department has identified the need to reinstate this position in an effort to help implement the organization’s long-term goals and initiatives.

Finance

The Finance Department contains two (2) under filled positions. The Senior Manager position is under filled as an Accountant I position. The Senior Analyst position is under filled as an Analyst position. These reclassifications would place the current staff in their appropriate job classifications.
Community and Economic Development

The Community and Economic Development Department is currently under filling the Principal Analyst position with a Senior Analyst position. This reclassification would place staff in their appropriate job classification. The Senior Manager position is currently vacant. The department would like to reclassify the position to a Senior Planner position to help administer the daily duties of the Planning Department. In addition, Staff is recommending the elimination of the Building Official and Senior Manager (parking division) positions.

Parks and Recreation

The Parks and Recreation Department currently has a vacancy in the Administrative Clerk Position. Staff is recommending the elimination of the Administrative Clerk Position.

Public Works

The Public Works Department currently contains two (2) approved Deputy Director positions. One position was designed to oversee the engineering division and the other position was designed to oversee the Public Works yard operations. Staff recommends the Deputy Director in the engineering division to be reclassified to a Senior Engineer and the other Deputy Director position for elimination. The Public Works Inspector position is currently under filling the Senior Inspector position. This reclassification would place staff in their appropriate job classification. In addition, staff is recommending the elimination of the Utilities Manager and Supervisor positions within the Water division.

Staff is confident that the aforementioned reclassifications and position eliminations will help to fully support and augment the organizations long term goals and initiatives. Staff conducted meet and confer sessions with the SEIU and CEA representatives affected by the changes. The City has met its meet and confer obligations with SEIU and CEA.

Conclusion:

Staff is recommending ten (10) reclassifications and six (6) position eliminations. Ultimately, the objective is to ensure that the organization fully supports and augments the City Council’s initiatives and long-term priorities. Staff is confident that the proposed reclassifications will support the City’s strategic goals of organizational stability by aligning employee’s titles with their roles and responsibilities. The overall changes to the General Fund will result in a net savings of approximately $12,787.

Steve Carmona
Enclosure: 1) Resolution/ Exhibit A
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA MODIFYING THE MASTER POSITION CONTROL

WHEREAS, the City Council has received and considered the proposed changes to the Master Position Control.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1: The Master Position Control, copies of which are attached hereto as “Exhibit A” and incorporated by this reference as though fully set forth herein, are hereby approved and adopted.

SECTION 2: The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon this approval.

APPROVED AND PASSED this 24th day of March, 2020.

_______________________________
Gustavo V. Camacho, Mayor

ATTEST:

____________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

____________________________
Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:
# Proposed Positions, by Classification and Department  
**Authorized, Filled and Vacant**  
**Fiscal Year 2019-20**

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To: Mayor and City Council
From: City Manager
Meeting Date: March 24, 2020
Subject: FISCAL YEAR 2019-20 MID-YEAR BUDGET UPDATE

Recommendation:

1. Approve a resolution amending the 2019-20 Adopted Budget as outlined in Enclosure 1/ Exhibit A.

Fiscal Impact:

The approved fiscal year (FY) 2019-20 budgeted revenues are projected to decrease by $1,456,070. Staff is proposing decreases in department expenditures of $156,447 and utilizing vacancy savings of $912,000 for a total decrease in expenditures by $1,068,447. The reduction of expenditure closes the projected general fund shortfall to $387,623. In addition, staff is proposing the closure of seven (7) General Fund capital improvement projects totaling $582,794. These Capital Improvement Projects were budgeted in prior fiscal years by utilizing excess funds from the General Fund. The General Fund will see an increase of $195,171 due to the transferring of additional funds needed beyond the projected shortfall.

Discussion:

On July 16, 2019, the City Council approved a balanced budget for fiscal year 2019-20. The adopted budget had an operating revenue totaling $42,973,300 versus operating expenditures of $42,973,300, for a balanced budget at $0 utilizing vacancy savings.

This mid-year update review allows for updating revenue and expenditure projections. Finance Department staff routinely provides a mid-year budget update to the City Council in order to review actual revenue and expenditure data to refine original budget projections. This update also serves as the starting point of discussions surrounding the FY 2020-21 budget development process.

On February 25, 2020, the City Council was presented with the FY 2019-20 Mid-Year Financial Report that summarized the City’s projected financial position. The year-end projections reported reduced revenues and maintaining the adopted budget amount for
expenditures with a shortfall of ($1,456,070). Table 1 below summarizes the General Fund Mid-Year revenue and expenditures projections by year-end.

**Table 1. Revenue and Expenditure Projections by Year-End**

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The City Council directed staff to prepare recommendations for budget adjustments that address the shortfall and work towards a balanced budget. Reviewing the City’s budget at mid-year gives the City Council the opportunity to make the necessary adjustments to the budget. These types of reviews are necessary to ensure that the City remains focused on eliminating the shortfall while updating the various changes impacting the City’s budget. The shortfall has grown through a mix of declining revenue streams and steady expenditures across all departments.

**Expenditures**

The Finance Department staff met with each department to evaluate operational efficiencies and expenditure reduction opportunities. The departments were able to reduce their budget by $156,447 refer to detailed schedule in Exhibit A.

The Vacancy Savings account was approved during the budget adoption with a projected savings amount of $461,207 for vacant positions that contributed to salary savings and was met in October 2019. Additional salary savings is due to twenty (20) various vacant positions during October 2019 through February 2020. The projected vacancy savings amount is approximately $912,000. In combining both the additional reduction from departments and the use of the vacancy savings, the total reduction in expenditures is $1,068,447. Table 2 below shows expenditure reductions by Department and Vacancy Savings.
Table 2. General Fund Expenditure Reductions by Department & Vacancy Savings

<table>
<thead>
<tr>
<th>Department</th>
<th>Budget Amount Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>($5,000)</td>
</tr>
<tr>
<td>City Manager</td>
<td>($11,000)</td>
</tr>
<tr>
<td>Public Works</td>
<td>($28,000)</td>
</tr>
<tr>
<td>Human Resources</td>
<td>($8,910)</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>($103,537)</td>
</tr>
<tr>
<td>Vacancy Savings</td>
<td>($912,000)</td>
</tr>
<tr>
<td><strong>Total Requested Adjustments</strong></td>
<td><strong>($1,068,447)</strong></td>
</tr>
</tbody>
</table>

During the mid-year budget review, the Finance Department identified seven (7) General Fund Capital Improvement Project balances, which have not been expensed totaling in the amount of $582,794. Staff recommends closing the projects listed below and transferring the unused project balances from the Capital Improvement Fund (400) to the General Fund (100). Table 3 below summarizes the General Fund Capital Improvement Projects that have unused General Fund budgets.

Table 3. General Fund Capital Improvement Projects Unused Budgets

<table>
<thead>
<tr>
<th>CIP #</th>
<th>DESCRIPTION</th>
<th>BALANCE IN FUND 400</th>
<th>GENERAL FUND GRAND TOTAL AVAILABLE BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>21312</td>
<td>Playground Rubber Maintenance Replacement</td>
<td>3,001.18</td>
<td>3,001.18</td>
</tr>
<tr>
<td>50003</td>
<td>Rio Hondo Park Handball Court</td>
<td>18,000.00</td>
<td>18,000.00</td>
</tr>
<tr>
<td>50005</td>
<td>Rivera Park Auditorium Kitchen Renovation</td>
<td>85,000.00</td>
<td>85,000.00</td>
</tr>
<tr>
<td>50006</td>
<td>Smith Park Auditorium Kitchen Renovation</td>
<td>85,000.00</td>
<td>85,000.00</td>
</tr>
<tr>
<td>50007</td>
<td>Reader Board Replacements</td>
<td>300,000.00</td>
<td>300,000.00</td>
</tr>
<tr>
<td>21252</td>
<td>Fueling Facility Conversion/Upgrade Project (City Yard)</td>
<td>88,544.88</td>
<td>88,544.88</td>
</tr>
<tr>
<td>21352</td>
<td>Smith Park Community Room Flooring</td>
<td>3,247.98</td>
<td>3,247.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>582,794.04</strong></td>
<td><strong>582,794.04</strong></td>
</tr>
</tbody>
</table>
Table 4 below summarizes the General Fund proposed adjustments necessary to balance the budget at year-end 2019-20.

### Table 4. General Fund Budget Adjustments

#### REVENUES:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00.0000-****</td>
<td>GENERAL FUND REVENUE</td>
<td>($1,456,070)</td>
</tr>
<tr>
<td>100.00.0000-****</td>
<td>GENERAL FUND UNUSED CIP</td>
<td>$582,794</td>
</tr>
<tr>
<td><strong>Total Requested Adjustments</strong></td>
<td></td>
<td>($873,276)</td>
</tr>
</tbody>
</table>

#### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Amount Increase or Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.10.1000-*****</td>
<td>City Council</td>
<td>($5,000)</td>
</tr>
<tr>
<td>100.11.1110-*****</td>
<td>City Manager</td>
<td>($11,000)</td>
</tr>
<tr>
<td>100.40.****-*****</td>
<td>Public Works</td>
<td>($28,000)</td>
</tr>
<tr>
<td>100.60.****-*****</td>
<td>Human Resources</td>
<td>($8,910)</td>
</tr>
<tr>
<td>100.80.****-*****</td>
<td>Parks &amp; Recreation General Fund</td>
<td>($103,537)</td>
</tr>
<tr>
<td>100.90.****-*****</td>
<td>Non-Departmental - Vacancy Savings</td>
<td>($912,000)</td>
</tr>
<tr>
<td><strong>Total Requested Adjustments</strong></td>
<td></td>
<td>($1,068,447)</td>
</tr>
</tbody>
</table>

**GENERAL FUND YEAR-END PROJECTED**

$195,171

### Conclusion:

The budget adjustments proposed in this report intends to recommend a balanced budget for fiscal year 2019-20 and additional transfers to the General Fund without the use of reserves.

In the months since the budget was adopted, staff has refined both revenue and expenditure projections utilizing year-to-date data. The updated forecast shows General Fund operating revenue coming in at $42,100,024 (a decrease of 0.2% under the adopted budget), balanced against reduced General Fund operating expenditures of $41,904,853 (a decrease of 2.5%). This produces a projected increase to the year-end budget in the amount of $195,171.
As part of the ongoing efforts to improve the City’s fiscal sustainability, staff will continue to monitor revenue and expenditures as the fiscal year progresses and adhere to conservative spending practices through the end of the fiscal year. Additional updates to the FY 2019-20 budget will be presented as part of the Financial Quarterly Reports and assist with the FY 2020-21 budget development. Maintaining the City’s financial health and continuing providing quality services to the community is a priority.

Steve Carmona

SC:CC:DS:ep

Enclosure: 1) Resolution/ Exhibit A
RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-20 BUDGET FOR THE PURPOSE OF UPDATING OPERATING AND CAPITAL IMPROVEMENT PROGRAM APPROPRIATIONS TO MEET CURRENT NEEDS

WHEREAS, the City of Pico Rivera adopted an operating and capital budget on July 16, 2019; and

WHEREAS, updated expenditure needs require adjustments to appropriations in order to balance the general fund budget; and

WHEREAS, the budget adjustments are listed on Exhibit A to this resolution and will impact various funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Appropriate funds from available fund balance from the funds listed on Exhibit A.

SECTION 2. Amend the Fiscal Year 2019-20 budgets of each of the funds in the amounts listed on Exhibit A.

SECTION 3. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 24th day of March, 2020.

_________________________________
Gustavo V. Camacho, Mayor
RESOLUTION NO.____
Page 2 of 2

ATTEST: ____________________________

______________________________

Anna M. Jerome, City Clerk

______________________________

Arnold M. Alvarez-Glasman, City Attorney

AYES: ____________________________

NOES: ____________________________

ABSENT: _________________________

ABSTAIN: _________________________
### CITY OF PICO RIVERA
### FY 2019-20 Mid-Year Budget Adjustment Worksheet

**Department:** GENERAL FUND

#### EXPENDITURES:
<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object)</th>
<th>Account Description</th>
<th>Amount (Increase or Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.10.1000-*****</td>
<td>City Council</td>
<td>($5,000)</td>
<td>Department Budget Exercise - Reduced Expenditures</td>
</tr>
<tr>
<td>100.11.1110-*****</td>
<td>City Manager</td>
<td>($11,000)</td>
<td>Department Budget Exercise - Reduced Expenditures</td>
</tr>
<tr>
<td>100.40.****-*****</td>
<td>Public Works</td>
<td>($28,000)</td>
<td>Department Budget Exercise - Reduced Expenditures</td>
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<td>100.80.****-*****</td>
<td>Parks &amp; Recreation</td>
<td>($103,537)</td>
<td>Department Budget Exercise - Reduced Expenditures</td>
</tr>
<tr>
<td>100.90.****-*****</td>
<td>Non-Departmental - Vacancy Savings</td>
<td>($912,000)</td>
<td>Additional salary savings due to various (20) vacant positions during October 2019 - February 2020. The additional savings exceed the adopted Vacancy Savings amount of $461,207 that was met in October 2019.</td>
</tr>
</tbody>
</table>

**Total Requested Adjustments:** ($1,068,447)

#### REVENUES:
<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00.0000-*****</td>
<td>GENERAL FUNDS REVENUE TOTALS</td>
<td>($1,456,070)</td>
<td>Reduced revenue projections.</td>
</tr>
<tr>
<td>100.00.0000-*****</td>
<td>GENERAL FUND UNUSED CIP BALANCES</td>
<td>$582,794</td>
<td>Unused General Fund Capital Improvement Project budget balances from prior year without expenditures.</td>
</tr>
</tbody>
</table>

**Total Requested Adjustments:** ($873,276)

**CITYWIDE GENERAL FUND TOTAL ADJUSTMENTS:** 195,171
## CITY OF PICO RIVERA
### FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
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<tbody>
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</table>

Total Requested Adjustments: 0

### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-40100</td>
<td>Sales &amp; Use Taxes</td>
<td>(233,497)</td>
<td>Reduced sales tax revenue. Large businesses closed.</td>
</tr>
<tr>
<td>2 100.00.0000-40101</td>
<td>Sales &amp; Use Taxes - Measure P</td>
<td>(507,000)</td>
<td>Reduced sales tax revenue. Large businesses closed.</td>
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</table>

Total Requested Adjustments: (740,497)
### CITY OF PICO RIVERA
#### FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
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</table>

Total Requested Adjustments 0

**REVENUES:**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-44200</td>
<td>Property Tax-In Lieu Of</td>
<td>58,072</td>
<td>Increase property tax revenue.</td>
</tr>
<tr>
<td>2 100.00.0000-45400</td>
<td>Property Tax - AB1197</td>
<td>(112,845)</td>
<td>Reduced property tax revenue. Lower home sales.</td>
</tr>
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</tbody>
</table>

Total Requested Adjustments (54,773)
CITY OF PICO RIVERA  
FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
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</table>

Total Requested Adjustments **0**

**REVENUES:**

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-40700</td>
<td>Utility Users Tax</td>
<td>(200,000)</td>
<td>Reduced UUT - &quot;cord cutters&quot;</td>
</tr>
<tr>
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</table>

Total Requested Adjustments **(200,000)**
### CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
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<tbody>
<tr>
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</table>

**Total Requested Adjustments** 0

#### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-40400 Property Transfer Tax</td>
<td>(5,000) Reduced number of home sales.</td>
<td></td>
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**Total Requested Adjustments** (5,000)
CITY OF PICO RIVERA  
FY 2019-20 Mid-Year Budget Adjustment Worksheet  

**EXPENDITURES:**  
<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
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**REVENUES:**  
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<th>Reason</th>
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<tbody>
<tr>
<td>1</td>
<td>100.00.0000-***** Other Revenue Sources</td>
<td>(455,800)</td>
<td>Majority Parks &amp; Rec reductions.</td>
</tr>
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<td>2</td>
<td>(License/Permits, Fees &amp; Fines, Use of Money, Intergovernmental Revenue, Charges for Services, and Miscellaneous)</td>
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<td>(455,800)</td>
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CITY OF PICO RIVERA  
FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**  
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<th>Account Number (Fund-Dept-Object-Project)</th>
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<tbody>
<tr>
<td>1</td>
<td>100.10.1000-54800</td>
<td>Conventions &amp; Mtg. Expenses</td>
<td>(5,000)</td>
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Total Requested Adjustments  (5,000)

**REVENUES:**  

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Total Requested Adjustments  0
EXPENDITURES:

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<th>Reason</th>
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<tbody>
<tr>
<td>100.11.1110-52500</td>
<td>Departmental Supplies</td>
<td>(4,000)</td>
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<tr>
<td>100.11.1110-52205</td>
<td>Office Supplies</td>
<td>(1,000)</td>
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<tr>
<td>100.11.1110-54100</td>
<td>Special Departmental Expenses</td>
<td>(1,000)</td>
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<tr>
<td>100.11.1110-54800</td>
<td>Convention &amp; Mtg. Expenses</td>
<td>(5,000)</td>
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Total Requested Adjustments: (11,000)

REVENUES:

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Total Requested Adjustments: 0
**EXPENDITURES:**

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<tbody>
<tr>
<td>100.90.9000-51960</td>
<td>Vacancy Savings</td>
<td>(912,000)</td>
<td>Additional salary savings due to various (20) vacant positions during October 2019 - February 2020.</td>
</tr>
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<td>The additional savings exceed the adopted Vacancy Savings amount of $461, 207 that was met in October 2019.</td>
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Total Requested Adjustments (912,000)

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**REVENUES:**

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Total Requested Adjustments 0
CITY OF PICO RIVERA  
FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**

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<tbody>
<tr>
<td>1 100.40.4000-54800</td>
<td>Conventions &amp; Mtg. Expenses</td>
<td>(5,000)</td>
<td>Decrease/savings to the General Fund if we delay some of the training and/or travel for next fiscal year.</td>
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**REVENUES:**

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## CITY OF PICO RIVERA
### FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

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<th>Amount of Increase or Decrease</th>
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<tbody>
<tr>
<td>1 100.40.4010-54500</td>
<td>Contracted Services</td>
<td>$(23,000)</td>
<td>Savings due to engineers being able to charge applicable engineering studies to Measure R, such as traffic studies not related to private development.</td>
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Total Requested Adjustments $(23,000)

### REVENUES:

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Total Requested Adjustments $0
### CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

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<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
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<tbody>
<tr>
<td>1 100.60.6005-54800</td>
<td>Conventions &amp; Mtg. Expenses</td>
<td>(400)</td>
<td>Decrease to $400 not attending Annual Conference this FY</td>
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Total Requested Adjustments (400)

#### REVENUES:

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Total Requested Adjustments 0
### CITY OF PICO RIVERA

FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

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<th>Amount of Increase or Decrease</th>
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<tbody>
<tr>
<td>1 100.60.6010-52200</td>
<td>Departmental Supplies</td>
<td>$510</td>
<td>Decrease to $510</td>
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Total Requested Adjustments: $510

#### REVENUES:

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Total Requested Adjustments: $0
### CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

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<th>Reason</th>
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<tbody>
<tr>
<td>1 100.60.6020-52200 Departmental Supplies</td>
<td>(4,000)</td>
<td>Decrease to $4,000 Citywide meeting are quarterly.</td>
</tr>
<tr>
<td>4 100.60.6020-54400 Professional Services</td>
<td>(4,000)</td>
<td>Decrease to $4,000 not spending as much as anticipated.</td>
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Total Requested Adjustments: (8,000)

#### REVENUES:

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Total Requested Adjustments: 0
CITY OF PICO RIVERA  
FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**

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<tr>
<td>1</td>
<td>Office Supplies</td>
<td>(1,800)</td>
<td>Will not use</td>
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<tr>
<td>2</td>
<td>Print Duplicate and Photocopy</td>
<td>(2,400)</td>
<td>Will not use as part time staff employee handbook will be printed</td>
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Total Requested Adjustments  (4,200)

**REVENUES:**

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<td>Administration</td>
<td>(4,000)</td>
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Total Requested Adjustments  (4,000)
## CITY OF PICO RIVERA

**FY 2019-20 Mid-Year Budget Adjustment Worksheet**

### EXPENDITURES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
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<td>1 100.80.8100-52200</td>
<td>Dept. Supplies</td>
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<tr>
<td><strong>Total Requested Adjustments</strong></td>
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<td><strong>(2,000)</strong></td>
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### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-46512</td>
<td>Field &amp; Facility Rentals</td>
<td>(84,000)</td>
<td>Based on actual fees collected for facility rentals</td>
</tr>
<tr>
<td>2 100.00.0000-46605</td>
<td>Community Garden</td>
<td>2,000</td>
<td>Summer plot rental fees due in June 2020</td>
</tr>
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<td><strong>Total Requested Adjustments</strong></td>
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<td><strong>(82,000)</strong></td>
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**EXPENDITURES:**

<table>
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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Dept. Supplies</td>
<td>(3,000)</td>
<td>Will not use</td>
</tr>
</tbody>
</table>

**Total Requested Adjustments** (3,000)

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**REVENUES:**

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Child Supervision (Tiny Tots)</td>
<td>(175,000)</td>
<td>Council adopted revenue calculated based upon previous year’s revenues where Tiny Tot and Camp revenue was combined.</td>
</tr>
<tr>
<td>3</td>
<td>Further, Tiny Tots program was reduced in FY19.20 and is only offered at one site rather than two sites as it had been in past years.</td>
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**Total Requested Adjustments** (175,000)
**EXPENDITURES:**

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Increase or Decrease</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.80.8102-52200 1</td>
<td>Dept. Supplies</td>
<td>400</td>
<td>Will not have the “Bunny Run” at the upcoming Easter Extrav.</td>
</tr>
<tr>
<td>100.80.8102-54500 2</td>
<td>Contracted Services</td>
<td>1,520</td>
<td>Will not have the train at the upcoming Easter Extrav.</td>
</tr>
<tr>
<td>100.80.8102-54700 3</td>
<td>Insurance &amp; Surety Bond</td>
<td>1,116</td>
<td>Not needed for the remainder of the year</td>
</tr>
<tr>
<td>100.80.8102-57300 4</td>
<td>Furniture and Equipment</td>
<td>4,000</td>
<td>Will forgo the purchase of various special event equipment that is not necessary</td>
</tr>
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<tr>
<td>Total Requested Adjustments</td>
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<td>(7,036)</td>
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**REVENUES:**

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>100.00.0000-43350 1</td>
<td>Summer Street Fest</td>
<td>30,000</td>
<td>Money deposited into 100.00.0000-46504 “Special Events” account</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>100.00.0000-46504 2</td>
<td>Special Events</td>
<td>30,000</td>
<td>Summer Street Fest events cut from 5 down to 3 events and all special events have been cut in size resulting in decreased revenues.</td>
</tr>
<tr>
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<tr>
<td>Total Requested Adjustments</td>
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<td>(60,000)</td>
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</tbody>
</table>
### CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8103-52205</td>
<td>Office Supplies</td>
<td>(250)</td>
<td>Will not use</td>
</tr>
<tr>
<td>2 100.80.8103-54500</td>
<td>Contract Services</td>
<td>(5,000)</td>
<td>not needed based on actual sign-ups for youth sports offerings</td>
</tr>
</tbody>
</table>

Total Requested Adjustments **(5,250)**

#### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-46505</td>
<td>Youth and Adult Sports</td>
<td>(55,000)</td>
<td>Monies deposited into new Youth and Adult Sports Revenue</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>Accounts - This account no longer in use.</td>
</tr>
<tr>
<td>3 100.00.0000-46508</td>
<td>Youth Sports</td>
<td>(5,000)</td>
<td>Estimated revenue based upon actual registrations in youth sports offerings</td>
</tr>
</tbody>
</table>

Total Requested Adjustments **(60,000)**
**CITY OF PICO RIVERA**  
**FY 2019-20 Mid-Year Budget Adjustment Worksheet**

### EXPENDITURES:

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<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8104-52200 Dept. Supplies</td>
<td></td>
<td>(3,000)</td>
<td>Will forgo purchasing of pool promotional items</td>
</tr>
<tr>
<td>2 100.80.8104-52205 Office Supplies</td>
<td></td>
<td>(1,000)</td>
<td>Will not use</td>
</tr>
<tr>
<td>3 100.80.8104-54510 Contracted Instructors</td>
<td></td>
<td>(646)</td>
<td>Will not be offering Contracted courses in June 2020</td>
</tr>
<tr>
<td>4 100.80.8104-54700 Insurance &amp; Surety Bond</td>
<td></td>
<td>(117)</td>
<td>Will not need insurance if no contract instructors are used</td>
</tr>
<tr>
<td>5 100.80.8104-57300 Furniture &amp; Equipment</td>
<td></td>
<td>(5,400)</td>
<td>Will forgo purchasing of pool deck replacement furniture</td>
</tr>
</tbody>
</table>

**Total Requested Adjustments**: (10,163)

### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-46506 Aquatics</td>
<td></td>
<td>(25,000)</td>
<td>Estimated revenue based upon actual aquatics registrations.</td>
</tr>
</tbody>
</table>

**Total Requested Adjustments**: (25,000)
## CITY OF PICO RIVERA
### FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8107-51200</td>
<td>Hourly Salaries</td>
<td>1,000</td>
<td>To cover part time staff costs for next two dance recitals</td>
</tr>
<tr>
<td>2 100.80.8107-52200</td>
<td>Dept. Supplies</td>
<td>(500)</td>
<td>Will not use</td>
</tr>
<tr>
<td>3 100.80.8107-54510</td>
<td>Contract Instructors</td>
<td>(1,000)</td>
<td>To be transferred into hourly salaries</td>
</tr>
</tbody>
</table>

| Total Requested Adjustments | (500) |

### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-46510</td>
<td>Contract Programs</td>
<td>(60,000)</td>
<td>Estimated revenue based upon actual registrations.</td>
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| Total Requested Adjustments | (60,000) |
# CITY OF PICO RIVERA
## FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.80.8108-54500</td>
<td>Contract Services</td>
<td>(1,200)</td>
<td>Will not be offering a teen cooking course for remainder of year</td>
</tr>
<tr>
<td>100.80.8108-55285</td>
<td>Event Tickets</td>
<td>(1,000)</td>
<td>Will be going on &quot;Free Admission&quot; field trips for Teens</td>
</tr>
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**Total Requested Adjustments**: (2,200)

### REVENUES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>100.00.0000-46154</td>
<td>Teen Services</td>
<td>100</td>
<td>Estimated to collect slightly more than original.</td>
</tr>
</tbody>
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**Total Requested Adjustments**: 100
## CITY OF PICO RIVERA

**FY 2019-20 Mid-Year Budget Adjustment Worksheet**

### EXPENDITURES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
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**Total Requested Adjustments** 0

### REVENUES:

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.00.0000-46513 Batting Cages</td>
<td></td>
<td>(2,200)</td>
<td>Estimated revenue based on actual use of batting cages</td>
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**Total Requested Adjustments** (2,200)
## CITY OF PICO RIVERA
### FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.80.8110-52200</td>
<td>Dept. Supplies</td>
<td>(3,000)</td>
<td>Will not use due to decreased camp numbers</td>
</tr>
<tr>
<td>100.80.8110-54500</td>
<td>Contracted Services</td>
<td>(2,400)</td>
<td>Will not use due to decreased camp numbers</td>
</tr>
</tbody>
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Total Requested Adjustments: (5,400)

### REVENUES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00.0000-46607</td>
<td>Camps</td>
<td>35,000</td>
<td>Estimated revenue based upon anticipated registrations for summer camp done in June 2020.</td>
</tr>
</tbody>
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Total Requested Adjustments: 35,000
CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Increase or (Decrease)</th>
<th>Reason</th>
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<tbody>
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</table>

Total Requested Adjustments: 0

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**REVENUES:**

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<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fees &amp; Programs (Adap. Rec.)</td>
<td>(10,500)</td>
<td>Estimated revenue based upon actual Adaptative Recreation prog. and registrations and dance attendance.</td>
</tr>
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Total Requested Adjustments: (10,500)
### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8116-51200</td>
<td>Hourly Salaries</td>
<td>9,000</td>
<td>To cover part time staff costs for June Summer Food Service</td>
</tr>
<tr>
<td>2</td>
<td>Program</td>
<td></td>
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</tr>
<tr>
<td>3 100.80.8116-54500</td>
<td>Contracted Services</td>
<td>(9,000)</td>
<td>To transfer to part time staff salaries</td>
</tr>
<tr>
<td>4 100.80.8116-54500</td>
<td>Contracted Services</td>
<td>(52,000)</td>
<td>Anticipated that this will not be used for June SFSP</td>
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Total Requested Adjustments: (52,000)

### REVENUES:

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>1 100.00.0000-4500</td>
<td>State Grants (Summer Lunch)</td>
<td>(40,000)</td>
<td>Estimated revenue based upon past SFSP monies received</td>
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Total Requested Adjustments: (40,000)
### CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
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<tbody>
<tr>
<td>1 100.80.8130-54500</td>
<td>Contract Services</td>
<td>(1,600)</td>
<td>Will not need based upon actual registrations for adult sports</td>
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Total Requested Adjustments (1,600)

#### REVENUES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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<tbody>
<tr>
<td>1 100.00.0000-46509</td>
<td>Adult Sports</td>
<td>6,000</td>
<td>Estimated revenue based upon actual adult sports registrations</td>
</tr>
<tr>
<td>2 100.00.0000-46520</td>
<td>Go Getters Progrm. Dues</td>
<td>5,500</td>
<td>Estimated revenue based upon actual Go Getters registrations</td>
</tr>
<tr>
<td>3 100.00.0000-46521</td>
<td>Go Getters League Fees</td>
<td>(5,000)</td>
<td>Not playing with MLS this year thus no fees will be collected for league</td>
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Total Requested Adjustments 6,500
### CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

#### EXPENDITURES:

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<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Amount Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8140-51200</td>
<td>Hourly Salaries</td>
<td>15,000</td>
<td>To cover costs of increased part time salaries for Crossing Guards through end of 2019-20 school year.</td>
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**Total Requested Adjustments** 15,000

#### REVENUES:

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<th>Account Number</th>
<th>Account Description</th>
<th>Amount Requested</th>
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**Total Requested Adjustments** 0
CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.80.8220-54500</td>
<td>Contract Services</td>
<td>(8,000)</td>
<td>Due to a FT Janitor being hired will not need to contract out</td>
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Total Requested Adjustments  (8,000)

**REVENUES:**

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<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00.0000-46602</td>
<td>Senior Center</td>
<td>2,000</td>
<td>Estimated increased revenue based upon actual registrations</td>
</tr>
<tr>
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Total Requested Adjustments  2,000
## CITY OF PICO RIVERA
### FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8230-51200</td>
<td>Hourly Salaries</td>
<td>17,000</td>
<td>To cover part time staff costs through end of FY19.20</td>
</tr>
<tr>
<td>2 100.80.8230-52100</td>
<td>Postage</td>
<td>(11,000)</td>
<td>Will not need</td>
</tr>
<tr>
<td>3</td>
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</tr>
<tr>
<td>4 100.80.8230-52400</td>
<td>Print Duplicate &amp; Photocopy</td>
<td>(25,000)</td>
<td>Will not need as have lowered printing costs by use of more online media and marketing.</td>
</tr>
</tbody>
</table>

**Total Requested Adjustments**: (19,000)

### REVENUES:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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</thead>
<tbody>
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**Total Requested Adjustments**: 0
## CITY OF PICO RIVERA

**FY 2019-20 Mid-Year Budget Adjustment Worksheet**

### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100.80.8235-51200</td>
<td>Hourly Salaries</td>
<td>3,312</td>
<td>To cover part time staff costs for three more business &amp; family engagement events/programs</td>
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**Total Requested Adjustments** 3,312

### REVENUES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>1 100.00.0000-46603</td>
<td>Business &amp; Family Eng.</td>
<td>4,000</td>
<td>Estimated revenue for 3 offered programs</td>
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**Total Requested Adjustments** 4,000
EXPENDITURES:

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<tbody>
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<td>1</td>
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<tr>
<td>2 100,80,8240-52900</td>
<td>Commission Stipends</td>
<td>(1,500)</td>
<td>Will not need due to Commission being DARK in July, August, and December 2019.</td>
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Total Requested Adjustments (1,500)

REVENUES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
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<th>Amount Requested</th>
<th>Reason</th>
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Total Requested Adjustments 0
## FY 2019-20 Mid-Year Budget Adjustment Worksheet

### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
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Total Requested Adjustments: $0

### REVENUES:

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<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Requested</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trips and Tours</td>
<td>$(5,000)</td>
<td>Estimated revenue based upon actual registrations for Trips &amp; Tours offerings.</td>
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### Authorized, Filled and Vacant
#### Fiscal Year 2019-20

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