

ATTACHMENT 6

Cycle 1 Sewer Main Replacement Project

Professional Services Agreement for SA Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated December 5, 2017, ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and SA Associates, Inc. a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1121-17 on April 18, 2017 seeking proposals for the provision of construction inspection services for various capital improvement projects. Contractor submitted a proposal dated May 10, 2017 in response to the RFP.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Shahnawaz Ahmad, President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required

under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 30, 2018 unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The services are for a Senior Construction Inspector only at a rate of \$100 per hour and in no event shall Contractor be paid more than \$70,000.00 (the “Maximum Compensation”).

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor’s performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps,

models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. **Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. **Indemnification.**

A. **Indemnities for Third Party Claims.**

1. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2. Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4. Professional Liability Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Prem Kumar
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, California 90266
Telephone: (310) 802-5352
Email: pkumar@citymb.info

If to Contractor:
Shahnawaz Ahmad, P.E., President
SA Associates, Inc.
1130 West Huntington Drive, Unit 12
Arcadia, CA 91007
Telephone: (626) 821-3456
Email: sahmad@saassociates.net

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for

payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover

actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____
Name: Bruce Moe
Title: Finance Director

Contractor:

SA Associates, Inc.
a California Corporation

By: Shahvany Ahmad
Name: SHAHNAWAZ AHMAD
Title: PRESIDENT

By: Shahvany Ahmad
Name: SHAHNAWAZ AHMAD
Title: SECRETARY

EXHIBIT A
SCOPE OF SERVICES



May 10, 2017

Office of the City Clerk
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Attention: Gwen Eng, Purchasing Manager, Public Works Department

Subject: Proposal for Construction Inspection Services for Various Capital Improvement Projects
RFP No. 1121-17

Gentlemen:

In accordance with your request, we are pleased to submit our proposal to provide Professional Construction Inspection Services for Various Capital Improvement Projects.

SA Associates was established in May 1989 as a principal-owned engineering firm, offering services in the civil engineering field, specialties in water and wastewater engineering. We have offices in Los Angeles and Orange Counties. SA Associates has extensive experience in design and construction of potable water, recycled water, sewer, storm drain, and street facilities. We have been responsible for construction management and inspection of projects totaling over \$126 million in construction costs, for various agencies in the Southern California area.

We are currently working on several projects for the City of Manhattan Beach. We are under contract with the City for On-Call Utility Design Projects. We are therefore, familiar with the City's policies, procedures, and personnel.

PROJECT UNDERSTANDING

The work (per the RFP) involves construction of street, sidewalk, storm drain, sewer, tank, retaining wall, traffic signals, synthetic turf, and landscape/hardscape projects over the next 12 months from early June, 2017 until the end of June, 2018.

SCOPE OF WORK

We have reviewed and accept the Scope of Services to provide Construction Inspection Services per the RFP.

PROJECT TEAM

We propose the following experienced individuals to perform the construction inspection. Resumes are enclosed.

- Jason Jackson
- Shannon Leonard
- Heustace Lewis
- Art Ortega
- Ernie Roldan
- Eric Schoenen
- Charles "Chuck" Sihler



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HOURLY RATE CHARGE

Our proposed construction inspector hourly rate of \$100.00 includes prevailing wage, mileage, vehicle charges, phone charges, and equipment charges, etc.

We do not have any exceptions, additions, or deletions to the City's Request for Proposal.

Thank you for the opportunity to submit out proposal. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Shahnawaz Ahmad'. The signature is written in a cursive, flowing style.

Shahnawaz Ahmad
President

ERIC SCHOENEN, P.E., QSD **Construction Manager/Construction Inspector**

OVERVIEW:

Mr. Schoenen has over 25 years of experience with a mix of land surveying, design, plan check, conditions of approval, strategic planning, and capital improvement projects. He has over 16 years of experience working for a Water Utility Franchise. Experience includes budget estimating, scheduling, technical report writing, and City Council Agenda Reports. Responsible for coordination with professional consultants and staff to implement CIP projects as a project manager.

EDUCATION:

California Polytechnic University,
Pomona

B.S. Civil Engineering, 1988
University of California, Riverside
Supervisory Excellence I and II, 1998

REGISTRATION:

Registered Civil Engineer, California
No. 52775

WORK HISTORY:

- SA Associates: 2009 – Present
- City of Pomona: 2008 – 2009
- City of Corona: 1991 to 2007
- Min Mack, Mullins, and CSL
Engineering Consultants:
1986 to 1991

REFERENCES:

- Dennis Ahlen, Deputy Director of
Utilities, City of Alhambra,
626.570.3274,
dahlen@cityofalhambra.org
- Carlos Rosales, Civil Engineering
Associate, City of Santa Monica,
310.458.8721 ext 2620
Carlos.rosales@smgov.net

PROJECT EXPERIENCE:

CITY OF ALHAMBRA

- Provided construction management and inspection services for the Valley Blvd./Almanson St. Sewer Replacement Project (Project). The work includes installation of approximately 1,380 ft. of 36" extra-strength VCP sewer along Almanson St. from San Marino Ave. to Valley Blvd. and approximately 1,830 ft of 30" extra-strength VCP sewer along Valley Blvd. from Almanson St. to Garfield Ave.

Provided construction management services to install approximately 3,355 ft. of 20-inch ductile iron water pipeline along Westmont Drive, from Sherwood to Norwich Avenue. The new DIP construction aims to replace/abandon existing 4-inch and 14-inch cast iron pipe along Westmont. In addition, the project also consists of pavement rehabilitation of 1.5-inch cold mill and overlay from gutter to gutter, curb and gutter replacements, stripping and utility cover adjustments.

Contact: Dennis Ahlen, Deputy Director of Facilities

Telephone: 626.570.3274

E-Mail: dahlen@cityofalhambra.org

LONG BEACH WATER DEPARTMENT

- Provided construction management and inspection services for a sewer replacement project for the rehabilitation of 10,600 linear feet (LF) of sewer, including lining 4,971 LF of sewer with 8-inch CIPP and multiple location-specific rehabilitation efforts for the District's Cement Sewer Rehabilitation/ Replacement Group 2 Project.

- Provided construction management and inspection services for the Groundwater Treatment Plant Chemical Tank Replacement Project – Phase I (2014)

Contact: Abelardo Rendon, Division Engineer

Telephone: 562-570-2341

E-Mail: abelardo.rendon@lbwater.org

CITY OF NORWALK

- Currently providing construction management for repair or replacement of defective sewer sections utilizing the Cured-In-Place-Pipe (CIPP) method at 25 locations throughout the City.

Contact: Julian Lee, Utilities & Projects Manager

Telephone: 562.929.5526

E-Mail: jlee@norwalkca.gov

CITY OF POMONA

Contact: Raul Garibay, Water/Wastewater Operations

Telephone: 909 9096202239

E-Mail: Raul_Garibay@ci.pomona.ca.us

- Provided construction management services for the Water Main Replacement - Park Avenue to replace about 2,000 linear feet of a 12 inch steel water distribution main in Park Avenue between Orange Grove and McKinley Avenue with a new 16-inch DIP main, including new hydrants and service connections. This project also aimed to remove/replace about 520 linear feet of VCP sewer in Holt Avenue, about

220 linear feet of VCP sewer in White Avenue, and about 92 linear feet of VCP sewer in/adjacent to Via Estrella

- Provided construction management services for the Phillips Ranch Water Service Laterals and Flush Tanks/Lamp Hole Replacements and New Manhole Installation projects under the City's FY 2008-09 Water & Sewer CIP. Project included replacing approximately 464 service laterals ranging in size from ¾" to 2½".
- Provided construction management and inspection services for Westmont Service Lateral Replacement Project. The project included 20 locations. Work included replacing 183 existing ¾-inch polyethylene water service laterals with 1-inch copper tubing from the meter connection to the water main, meter box replacement and relocation. Many of the main line service laterals were direct tap to an existing 12" ACP main line which required coordination with home owners, water maintenance staff, and water quality personnel to coordinate water main shut downs. Bacteriological testing was required to be performed and submitted to DHS when the main line experienced negative pressure during the shut downs.
- Provided construction management and inspection services for Sewer Replacement D Project. This Project was comprised of three (3) sewer main replacements in different locations totaling 574 linear feet. It also included nine (9) sewer main spot repairs at various locations throughout the City. This project included coordinating with operations/maintenance staff, reviewing CCTV videos, and providing recommendations on substitute MH to MH and point repair locations for contract locations that were not constructible. The inspection included ensuring SWPP best management practices were implemented.

CITY OF SANTA MONICA

- Provided construction management and inspection services for the 2015 Annual Wastewater Improvements Citywide Project to replace approximately 3,450 linear feet of sewer pipeline and rehabilitate approximately 1,980 linear feet of sewer pipeline to extend their useful life, reduce maintenance, and upgrade capacity. Specific work included replacement, upgrade, lining and rehabilitation of existing wastewater mains; construction of new and rehabilitation of existing maintenance access structures.
- Provided construction management and inspection services for the Water Main Replacement/Upgrade Project (SP 2297) which includes replacing and/or upgrading existing facilities and the abandonment of old facilities. The project consists of approximately 10,000 ft. of 6" to 21" PVC pipe on Olympic Blvd., Lincoln Ct., Pennsylvania Ave., 16th Ct., 17th Ct., 18th Ct., 20th Ct. Euclid Ave., and Ocean Ave. Some nighttime work will be involved because of heavy vehicular and pedestrian traffic on portions of the project.

Contact: Carlos Rosales, Civil Engineering Associate
 Telephone: 310.458.8721 x2620
 E-Mail: carlos.rosales@smgov.net

CITY OF SOUTH PASADENA

- Provided Construction Management and Inspection services for Sewer Improvements on Arroyo Drive, Huntington Drive, Marengo Avenue, and Meridian Avenue (original contract total of 4,200 ft.). The work along Marengo Drive pertained to slip lining 310 LF of CIPP. Subsurface boulders larger than 6" were discovered along Arroyo Drive, and wet clay that could not meet compaction requirements was discovered during excavation of the other streets. These subsurface conditions were not indicated on the plans or in the specifications. There were also many unknown utilities discovered during construction. This project required detailed documentation of the construction activities and constant coordination with the contractor and the City regarding change orders. The inspection included ensuring SWPP best management practices were implemented.

Contact: Paul Toor, Public Works Director
 Telephone: 626.403.7240
 E-Mail: PToor@ci.south-pasadena.ca.us

JASON JACKSON Construction Inspector

OVERVIEW:

Mr. Jackson has over 35 years of experience in construction management and inspection of public works CIP projects. He has experience with performing inspection of numerous potable water lines, wastewater, sewer, storm drain and pipeline projects using C900, Schedule 80 and Schedule 40. He has also been responsible for many street rehabilitation projects including removal and replacement of curb and gutters, sidewalks, existing ramps, pouring and placement of ADA walks, ramps, steel handrails and guardrails, raising medians, landscaped medians, street resurfacing, street widening and signal modifications which have included Petromat overlay, R & R, Slurry type II, asphalt, concrete work and several new and existing street overlay projects. My underground experience includes grading, trenches, plumbing, electrical, fire lines, fire hydrants, storm drains, water and sewer. These included S.W.P.P., traffic loop detectors and video traffic systems.

Mr. Jackson has coordinated, hired and have been involved in scheduling construction project work between developers, contractors, city departments and private inspection agencies. In his years as a Construction Manager/Inspector, he was responsible for Federal Projects, City contracts, utility permits, all private and public right-of-way, on-site grading, cost effectiveness of project, progress payments to contractors, keeping daily diaries, corresponding with contractor and other City departments and ensuring public safety on the job site and surrounding streets. He also has extensive experience installing new traffic poles, conduits, signal heads, pedestrian heads and rewiring intersections

PROJECT EXPERIENCE

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

- Recently provided construction inspection services for Quartz Hill Elementary School Traffic Improvements project in the city of Lancaster.

Contact: Issa Adawiya, Area Supervisor
Telephone: 661.259.6934,
E-Mail: iadawiya@dpw.lacounty.gov

Provided project management and inspection services for "Walnut Street Rehabilitation Project" which was a joint project between the City and the School District. This project included sidewalk removal, new base, retaining walls and fencing, replacement of sidewalk and curb & gutter and installation of ADA compliant pedestrian ramps. Project also included R & R of utilities.

CITY OF SAN CLEMENTE

- Provided inspection services for City-side installation of ADA compliant sidewalks, curb & gutter, ramps, and warning pavers. This project included relocation of water and sewer lines, sprinklers, fire hydrants, water meters and replacing boxes to bring to grade.

CITY OF IRVINE

- Managed and inspected multiple street rehabilitation projects of City of Irvine. Projects include meeting ADA requirements, sidewalk repair, construction of curb & gutter, patch and repair to asphalt using Class II 6" – 8" base with a sub grade, patch & repair to cement, backfill and compaction, and relocation of water lines, fire hydrants, boxes, utility lines, sewer lines, and electrical throughout the City in conjunction with the numerous street rehabilitation projects.

CITY OF LOS ANGELES AND CITY OF ORANGE

- Oversaw numerous projects throughout the City some of which were Federally Funded, Measure M or various bond measures. Projects included curb & gutter and sidewalk repair, installation of ADA compliant sidewalks, ramps, and warning pavers. Involved the relocation of water meters, fire hydrants, water and sewer lines, sprinklers, and replacing boxes.

CITY OF GLENDALE

- Inspector for city on "FY 2013-2014 Slurry Seal and Pavement Repair Program" - Work inspected was pavement R & R, over excavation, base material and thickness, placement of asphalt, asphalt rubber aggregate membrane (ARAM), Slurry type II, R & R of P.C.C. walks, curb & gutter, driveways, H.C. ramps, etc.
- Canada Blvd. Infrastructure Improvement and Honolulu Ave. Rehabilitation Project" – Water main rehabilitation, street improvements, street lights and cross lighting, Excavate hillside for upstream sediment clarifiers (Dual Stage Hydrodynamic Separators), storm drain improvements with 48" reinforced concrete pipe and new catch basins and storm drain lateral connections – LA approved, grading and preparation of sub grade, new curbs & gutters, driveway aprons, sidewalks, H.C. ramps, cold milling, cold in place pavement recycling, roadways reconstruction, asphalt base and ARAM surface, CalTran approval for the 2010 freeway work.
- Glendale Ave. Streets Improvement Project" – Same as above

Contact: Gary Edsall
Telephone: 818.937.8226
E-Mail: gedsall@glendaleca.gov

SHANNON LEONARD Construction Inspector

OVERVIEW:

Ms. Leonard has over 23 years of experience in construction inspection of water, sewer, and street projects. She is qualified to interpret and enforce Uniform Building Codes, Caltrans Standards, Greenbook, W.A.T.C.H. Traffic Control Manual, and OSHA Standards. She has provided inspection for public right-of-way projects.

CERTIFICATIONS

Graduate Building Inspection
Technology (B.I.T.) Butte College,
1992.
CAL-OSHA Construction Safety for
Managers and Supervisors
40 Hour, University of California, San
Diego Extension, certified
P.O.S.T. Penal Code 832, Powers of
Arrest/Right of Entry, certified
State of California Code Enforcement
Officer
OSHA Job Site Safety 8 hour, certified

PROJECT EXPERIENCE

CITY OF NORWALK

- Currently providing construction inspection for repair or replacement of defective sewer sections utilizing the Cured-In-Place-Pipe (CIPP) method at 25 locations throughout the City.

Contact: Julian Lee, Utilities & Projects Manager
Telephone: 562.929.5526
E-Mail: jlee@norwalkca.gov

CITY OF WHITTIER

- Provided construction services for the Palm Avenue and Scenic Drive Infrastructure Improvements. The project includes the replacement of the existing water and sewer mains, as well as the removal of concrete pavement and replacement with asphalt. The water improvements will replace the existing 4" cast iron water main with an 8" ductile iron water main within the Palm Ave. and Scenic Dr. right-of-way. The sewer improvements will consist of the replacement of an existing 6-inch clay pipe sewer main with an 8-inch PVC plastic sewer.

Contact: Kyle Cason, Sr. Civil Engineer
Telephone: 562.567.9511
E-Mail: kcason@cityofwhittier.org

CITY OF ALHAMBRA

- Provided construction inspection services for the Valley Boulevard - Almansor Street Sewer Replacement Project (Project). The work included installation of approximately 1,380 ft. of 36" extra-strength VCP sewer along Almansor St. from San Marino Ave. to Valley Blvd. and approximately 1,830 ft of 30" extra-strength VCP sewer along Valley Blvd. from Almansor St. to Garfield Ave.

Contact: Dennis Ahlen, Deputy Director of Facilities
Telephone: 626.570.3274
E-Mail: dahlen@cityofalhabra.org

ROSE HILLS MEMORIAL PARK AND CEMETERY, WHITTIER

- Provided inspection services for the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery which includes approximately 4,500 LF of 8" potable water/fire protection pipeline, 8,000 LF of 4" and 8" potable water pipeline, and modifications to the four (4) on-site wells and four (4) reservoirs. Coordinating with Rose Hills staff, Upper San Gabriel Valley Municipal Water District, Los Angeles County Sanitation Districts, San Gabriel Valley Water Company, Los Angeles County Department of Public Health, and the Los Angeles County Fire Department. This project was funded by DWR Proposition 84, Round 3 – Drought Grant and MWD On-Site Recycled Water Retrofit.

Contact: Michael Baron, Director of Cemetery Development
Telephone: 562.205.4835
E-Mail: michael.baron@rosehills.com

CITY OF SANTA MONICA

- Provided nighttime construction management and inspection services for the Water Main Replacement/Upgrade Project (SP 2297) which included replacing and/or upgrading existing facilities and the abandonment of old facilities. The project consists of approximately 10,000 ft. of 6" to 21" PVC pipe on Olympic Blvd., Lincoln

Ct., Pennsylvania Ave., 16th Ct., 17th Ct., 18th Ct., 20th Ct. Euclid Ave., and Ocean Ave

Contact: Carlos Rosales, Civil Engineering Associate
Telephone: 310.458.8721 x2620
E-Mail: carlos.rosales@smgov.net

CITY OF BUENA PARK (Senior Public Works Inspector – 2014)

- Inspection of City paving project, include surface grinding to full removals and replacement, with rubberized finish. Off site work for new housing development with utility placement, remove and replace City sidewalk, curb and gutter, catch basin and miscellaneous paving work. Extensive traffic control issues in heavy industrial area. Trenchless PVC sewer line rehab.

CITY OF SANTA MONICA (Senior Public Works Inspector 2005-2011)

- As the Senior Public Works Construction Inspector for the City of Santa Monica, oversaw most projects in the Public right of way including but not limited to; alley construction, compaction issues, mainline utilities sidewalk, curb, gutter, driveway construction, rubberized asphalt. In addition, daily duties also included resolving right of way violations, encroachment violations, work without permits, trip and fall accidents, illegal signs, weed abatement, outdoor dining, illegal discharge etc.

Contact: Susan Cline, Assistant Director, Public Works
Telephone: 310-458-8411
E-Mail: susan.cline@smgov.net

LOS ANGELES COUNTY SANITATION DISTRICTS

(Construction Inspector 2003-2005)

- Inspection of various Los Angeles County Department of Sanitation projects including; Inspector of record for 4,000 ft. of 114" existing RCP rehab, with PVC T-Lock liner and SPR Spiral Liner. Removals, surface prep, liner installation, steel reinforcement and grout.

MILL VALLEY STREET REHABILITATION (2002-2003)

Contracted and St. Mary's Road Rehab Town of Moraga:

- Oversaw complete removals and replacement of several City streets (AC Paving), Curb & Gutter, Flood Control structures, new Storm Drain, etc. Environmentally sensitive projects with strict SWPPP & NPDES requirements as well as complex traffic control issues.

PLAYA VISTA PROJECT (Field Engineer 2001-2002)

- Oversaw and inspected the installation of wet and dry line utilities, including water (16"), mainline sewer (18" VCP) plus all laterals and mainline gas. The project also included several miles of new streets (grading, base, compaction, paving, striping, curb, gutter & sidewalk). Oversaw infrastructure construction on this highly environmentally sensitive project.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (Construction Inspector 1994-2001)

- Inspection of various projects large and small within the public right of way, including water, sewer, gas, dry utilities, reinforced concrete construction, structures. Mainline utilities. Streets, curb & gutter, sidewalk, catch basins. Coordinate specialty testing as required. Enforce traffic control plans & procedures per the WATCH Manual and CAL/OSHA Safety Standards, SWPPP regulations.

HEUSTACE LEWIS

Traffic Signal Inspector

OVERVIEW:

Mr. Lewis provides construction inspection services to public agencies for municipal public works projects. He is an experienced Maintenance Manager, Traffic Signal Technician and Construction Inspector for roadways, traffic signals, street lights, asphalt and concrete PCC paving, concrete structures, buildings and municipal public works construction. His responsibilities include shop drawing reviews; supervision of construction inspection, and testing; contract administration; schedule reviews and monitoring progress. As Senior Construction Inspector for on-call inspection services contracts, Mr. Lewis also served as liaison between owner, designer, and contractor for field and design issues. Mr. Lewis is a recipient of Level III Certification, the highest certification from International Municipal Signal Association (I.M.S.A.) for Traffic Signal Technician and Electrician.

EDUCATION:

College of Arts, Science & Technology
Kingston, Jamaica
AA, Science & Technology, 1979
Cleveland Institute of Technology/
Institute of Transportation Studies
Cleveland, OH

REGISTRATION:

Electrical C-10 Contractor
CA No. 959209

CERTIFICATES:

Certified Level III, International
Municipal Signal Association (IMSA)
Los Angeles Department of
Transportation, National Environ-
mental Asbestos Safety, Asbestos
OSHA Certificate

MEMBER:

Transportation Security Administration
(TSA)
Refrigeration Service Engineers Society
(RSES)

PROJECT EXPERIENCE

CITY OF GLENDALE

Provided Inspection Services for on-call traffic signal projects in the City including Glendale Ave. Wastewater Capacity & Street Improvement, Canada Blvd. Infrastructure Improvements & Honolulu Blvd. Rehabilitation, Arden Ave. Rehabilitation, San Fernando Rd. Lighting Project, Wilson Streetlight & Traffic Signal upgrades, Doran/Central Development, Upcoming projects will be Colorado Blvd. Parking Lot 10, and Verdugo Rd./Honolulu Ave. Intersection.

Contact: Gary Edsall
Telephone: 818.937.8226
E-Mail: gedsall@glendaleca.gov

CITY OF CULVER CITY, COMBINED STREETLIGHT IMPROVEMENT PROJECT

As On-Call Electrical Inspector for City's Combined Streetlight Improvements, responsible for overseeing replacements and upgrades of obsolete streetlight system. Project limits were along Washington Boulevard between Marcasele Avenue and Berryman Avenue and Washington Place between Sepulveda Boulevard and Albright Avenue. The scope of work included the replacement of the conduits, wiring, and the removal and replacement of twelve (12) existing non-standard streetlights with new 28-foot-high 'Cobra-head' streetlights to include new fixtures with energy efficient 250 W Induction lamps, and the replacement of fifty-one (51) luminaires with new fixtures and 250 W Induction lamps on existing 'Cobra-head' streetlights.

CITY OF CULVER CITY, ROBERTSON BOULEVARD PEDESTRIAN/TRANSIT CONNECTION IMPROVEMENT PROJECT, P-943

Provided construction inspections for pedestrian lighting street improvements, a reconstruction project to enhance pedestrian access between the future transit center and the Expo Station area and provide ADA compliant accessibility to pedestrian and transit riders. Improvements were made to sidewalk and street trees uplighting to enhance the transit rider and pedestrian environment.

CITY OF CULVER CITY, WASHINGTON BOULEVARD/BOISE AVENUE PEDESTRIAN CROSSING SIGNAL PROJECT, P-934

Performed electrical and general construction oversight for installations of traffic signals and street light interconnects; inspected traffic signal standards, equipment and modifications to ensure compliance with project plans and specifications. As project inspector, prepared Daily Construction Reports (DCRs) and Weekly Statements of Working Days (WSWDs), reporting day-to-day field operations and tracking progression of work days completed. Conducted employee wage interviews to ensure compliance with contract requirements, and coordinated flow of information between contractor and City Project Manager.

CITY OF CULVER CITY, WASHINGTON BOULEVARD/BOISE AVENUE PEDESTRIAN CROSSING SIGNAL PROJECT, P-934

Performed electrical and general construction oversight for installations of traffic signals and street light interconnects; inspected traffic signal standards, equipment and modifications to ensure compliance with project plans and specifications. As project inspector, prepared Daily Construction Reports (DCRs) and Weekly Statements of Working Days (WSWDs), reporting day-to-day field operations and tracking progression of work days completed. Conducted employee wage interviews to ensure compliance with contract requirements, and coordinated flow of information between contractor and City Project Manager.

CITY OF CULVER CITY, EXPOSITION METRO LIGHT RAIL TRANSIT PROJECT

As alternate On-Call Inspector for The Exposition LRT Project, provided construction inspections on an as-needed basis; monitored a variety of quality assurance tests including soil compaction, street modifications, and traffic signal installations. This project had been in progress since 2008, and involved construction of Segment C, which extended the transit line from the limits of Ballona Creek to the east, the northerly City limits adjacent to Venice Boulevard to the west, along National Boulevard within the boundaries of Culver City. The scope of work consisted of general inspections for street improvements, traffic signals, street lighting, signing and striping, drainage, sanitary sewer and relocation of utilities in the public right-of-way. Other related work included "over the shoulder" inspections of the construction of bike paths and pedestrian connections, part of the project and located on the Metro right-of-way.

CITY OF CULVER CITY, FOX HILLS AREA TRAFFIC SIGNAL SYNCHRONIZATION, P-852

As City Maintenance Operations Manager, responsible for coordination of signal systems and timing, traffic engineering and road design standards as they related to traffic signals and lighting equipment for Capital Improvement Projects. The Fox Hills area project upgraded the remaining 11 signalized intersections within the City into a traffic control system and hookup to the Automated Traffic Surveillance and Control (ATSAC) System. Other responsibilities included making recommendations for equipment and costs involved in scheduled work; providing analysis on project-wide issues regarding suitability of street lighting and traffic signal implementation; assisting with development and modification of contract plans for traffic signal upgrades and transportation enhancement, and supervision of personnel assigned to repair and install multiple lighting systems.

Culver City References:

Contact: Hong Wang, Sr. Civil Engineer
Telephone: 310.253.560
E-Mail: hong.wang@culvercity.org

Contact: Victor Chavez, Assistant Civil Engineer
Telephone: 310.25. 453-2781
E-Mail: Victor.Chavez@culvercity.org

ART ORTEGA Construction Inspector

OVERVIEW:

Mr. Ortega has been in the public works construction field for over 38 years. For 17 years he was with the Los Angeles County Department of Public Works, Road Maintenance Department. He gained hands on experience in road construction, which included asphalt paving, grading, concrete finishing, and operated various construction equipment. He held the positions of Road Maintenance Worker and Crew Leader. For the last 18 years, Mr. Ortega worked for Los Angeles County as a Construction Inspector, Senior Construction Inspector, and Head Construction Inspector, retiring in 2009. The last 2½ years were spent at the Bridge Section of the Construction Division, providing inspection at bridge seismic retrofit projects.

Mr. Ortega has gained experience in the inspection and contract compliance of various construction projects that involved excavation, grading/compacting subgrade, placement of base material, and A.C. paving. He has also set forms and placed concrete sidewalk, curb/gutter, curb ramps, cross-gutters, concrete pavement, bus pads, storm drain catch basins, and various other parkway improvements.

He has inspected and monitored the removal and replacement of underground and above-ground fuel tanks, and the installation of the required pump dispensing equipment, and overhead canopies. He also inspected the construction of bike paths which included slope grading, rip-rap, landscaping and irrigation systems.

Bridge retrofit projects included the construction of pier extensions, shear keys, girder seat extenders, reinforced steel work, and C.I.D.H. piles.

Mr. Ortega coordinated activities between the Contractor, the Agency's survey crews, Materials Testing Lab, utility owners, as well as other cities and/or agencies. He inspected the installation of new traffic striping at the completion of the project. He made recommendations or changes as needed, negotiated and wrote change orders, processed monthly payments and wrote final reports at the completion of a project.

He monitored projects for environmental compliance procedures (SWPPP's & BMP's). He trained new inspectors and supervised 2 to 3 inspectors at various times when the workload required assistance of Contract Inspectors. He resolved disputes between the Contractor, Subcontractors, and the Agency, and others involved in the project.

PROJECT EXPERIENCE:

- Provided inspection services for the City of Norwalk's Rehabilitation of Civic Center Drive from Norwalk Boulevard to the Transportation Yard.

Contact: Millie Khuu, Assistant Engineer
Telephone: 562.929.5345
E-Mail: mkhuu@norwalkca.gov

Other Roadway Projects including:

- City of Glendale – Various Projects including modification of curb returns, reconstruction of handicap ramps, and parkway improvements around local schools and Modification of Street - Modification of various streets including the entire length of Verdugo and Honolulu Avenues; cold-in-place paving of Glendale Avenue and Canada Boulevard, each being about 1 mile in length; and many other smaller projects

Contact: Gary Edsall
Telephone: 818.937.8226
E-Mail: gedsall@glendaleca.gov

- City of Buena Park – Inspection of slurry seal and other on-going projects

- Fair Oaks Avenue, north of Woodbury Avenue, City of Altadena, construction cost: \$2,719,000
- River View Park, City of Bellflower - Hardscape, landscape, and irrigation
- Dubarry Street, City of Bellflower – Parkway improvements, concrete gross gutters, cold-milling, and AC overlay.
Contact:
- Escalona Road, City of La Mirada - Road reconstruction, concrete gross cutters, curb ramps, and curb & gutter replacement
- Baldwin Avenue, City of Culver City – Road reconstruction, parkway improvements, and construction of “rain gardens” in the parkway area.
- Grind and Overlay Projects, City of Culver City – Grind and overlay of residential streets throughout the City. The work also involved minor concrete repairs, two separate projects of 15 to 25 residential streets each.
- San Canyon Road, City of Santa Clarita – Cold mill roadway, placement of ARHM micro-chip slurry seal and pavement overlay. Installation of approximately 900 ft. of roadside posts and guardrail, and application of road striping.

Inspection of Bridge Retrofit Projects including:

- Slauson Avenue over the L.A. river, City of Maywood, construction cost of \$1,397,000
- Construction of 72" and 24" C.I.D.H. piles, reinforced concrete beams, steel girder stiffeners, abutment seat extenders
- Florence Avenue over Rio Hondo Channel, construction cost of \$224,000
- Seismic retrofit, installed girder shear keys, abutment seat extenders, supervised other inspectors
- First Street over White Avenue Bridge, City of Pomona, construction cost: \$218,000
- Add shear keys, seat extenders
- Garey Avenue under Union Pacific Railroad Bridge, City of Pomona, construction cost: \$160,000
- Towne Avenue under Union Pacific Railroad Bridge, City of Pomona, construction cost: \$226,000 Seismic retrofit, reinforced concrete pier extension, girder shear keys, and abutment walls.

ERNIE ROLDAN

Construction Inspector

OVERVIEW:

Mr. Roldan has over 44 years of experience with the Los Angeles County Department of Public Works. The first 20 years, he performed general laboratory testing. For the last 20 years, he worked as a Senior Construction Inspector inspecting various construction projects throughout Los Angeles County.

PROJECT EXPERIENCE

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

CITY OF MALIBU

Cal Amigos Road, et.al.

Contractor: Manhole Adjusting Inc.

Original Contract: \$947,152

This was a roadway resurfacing and **slurry seal** project approximately 10 miles in length. The work consisted of inspection of cold milling, AC pavement, AC pavement, AC pavement dig outs, slurry seal, and Membrane and Microsurfacing Type 2.

- **Mulholland Highway, et.al.**

Contractor: Sully Miller Contracting Co.

Original Contract: \$6,608,807

This was a roadway resurfacing and **slurry seal** project approximately 26 miles in length. The work consisted of the inspection of unclassified excavation, AC pavement, AC pavement dig outs, slurry seal, asphalt rubber and aggregate membrane, and thermo plastic striping.

- **Encinal Canyon Road, et.al.** Contractor: All American Asphalt

This was a roadway resurfacing and **slurry project** approximately 5 miles in length. The work consisted of the inspection of unclassified excavation, cold milling, AC pavement, AC pavement dig outs, slurry seal, project bonded wear course, and thermo plastic striping.

CITY OF WOODLAND HILLS

- Contractor: Sully Miller

This roadway construction project included tree removal, curb and gutter, commercial and residential driveway aprons, and grind and overlay with asphalt.

CITY OF VALENCIA

- **Sagecrest Circle, et. al.**

Contractor: Chaparral Construction

This roadway construction project included curb and gutter, driveway aprons, wheelchair ramps, reconstruction of existing streets, and paving and striping.

EDUCATION:
East Los Angeles College
A.A. Degree

CHARLES "CHUCK" SIHLER

Construction Inspector

OVERVIEW:

Mr. Sihler retired from the city of Pomona in December, 1999 after 43+ years with the Public Works Department, including 36 years with the Water Department. He is familiar with the Greenbook and has coordinated projects with the California Department of Health Services.

YEARS WITH FIRM: 16

EDUCATION:

East Los Angeles College
University of California, Riverside
Mount San Antonio College, Walnut
Caffee College, Rancho Cucamonga
University of California Extension
Courses in Civil Engineering and Business
Administration

MEMBER:

American Public Works Association
American Water Works Association
Los Angeles & San Gabriel Watershed
Council
Society of American Military Engineers
Southern California Water Utilities
Association

PROJECT EXPERIENCE:

CITY OF ALHAMBRA

- Provided inspection services for the Westmont Water Main Project for the replacement of approximately 3,500 ft. of 4" and 14" mains in Westmont Drive from Sherwood Ave to Norwich Ave (Project). The new main will replace two failing mains which had had several failures over the past 4-5 years. The new main supplies adequate fire flow while providing both transmission and distribution functions. Approximately 100 services were replaced for this project.

Contact: Dennis Ahlen, Deputy Director of Facilities
Telephone: 626.570.3274
E-Mail: dahlen@cityofalhabra.org

CITY OF ARCADIA

- Provided construction inspection services for Baldwin Avenue Sewer Capacity Improvement Project which consists of the construction of approximately 915 feet of 15" VCP sewer replacement on Baldwin Avenue from Huntington Drive to Fairview Avenue.

Contact: Mark Rynkiewicz
Telephone: 626. 256-6552
E-Mail: MRynkiewicz@ci.arcadia.ca.us

CITY OF AZUSA

- Provided electrical inspection for the new Goldline Alameda Parking Structure and various City housing developments.

Contact: Hien Vuong, Electrical Engineer
Telephone: 626.812.5172
E-Mail: hvuong@ci.azusa.ca.us

CITY OF BALDWIN PARK

- Provided construction inspection services for City's Syracuse Storm Drain Project. Project involved federal funding and labor compliance. Project consisted of installation of 2,250 linear ft of 24" through 48" reinforced concrete pipe, manholes, catch basins, transition structures & connector pipes, cross gutter, curb, gutter, sewer laterals, paving, & striping.

Contact: Edward Torres, Engineering Assistant
Telephone: 626. 960 - 4011, ext. 460
E-Mail: ETorres@baldwinpark.com

CITY OF IRWINDALE

- Provided Construction Inspection Services for the Martin Road Sewer Lift Station Project. This project includes the construction of a replacement sewer lift station to replace the existing deteriorated wet well sewer pump station.

Contact: William Tam, Public Works Director
Telephone: 626.430.2259
E-Mail: wtam@ci.irwindale.ca.us

CITY OF LA PALMA

- Provided inspection services for an On-Site Sodium Hypochlorite Generating Systems Project at the Walker Well and City Yard Sites. The project involved civil, mechanical, structural, architectural, and electrical engineering aspects. The work

includes a supervisory control and data acquisition system. The hypochlorite system was located inside the existing well building.

Contact: Ismile Noorbaksh, Former Public Works Director, now with City of Hawaiian Gardens
 Telephone: 562.420.2641 ext. 216
 E-Mail: inoorbaksh@hgcity.org

LONG BEACH WATER DEPARTMENT

- Provided inspection services for the Alamitos Electrical Upgrade Project (EO-3257) to utilize electrical power to hook-up portable pumps to periodically transfer water between 24 tanks Engineering services includes review of progress payments, resolving of design issues, and providing construction management and
- Provided inspection services for two alley service conversion projects for Earl & Locust Avenues and The Toledo. The work included abandoning the existing water mains and services in the alley and installing private water service lines to each house. The Earl and Locust Neighborhood had 195 conversions of 1" through 3" residential services. The Toledo Neighborhood had conversion of 21 conversions of 1" through 2" residential services.

Contact: Abelardo Rendon, Division Engineer
 Telephone: 562-570-2341
 E-Mail: abelardo.rendon@lbwater.org

CITY OF POMONA PUBLIC WORKS DEPARTMENT: Engineering Associate

- City NPDES negotiator - "Environmental - Special Projects Section":
 Responsible for the checking and preparation of all environmental documents for the Public Works Department, including Storm Water Pollution Prevention Plans (SWPPP's); Negative Declarations and Mitigated Negative Declarations. SWPPP's that we know today were refined and developed during this time frame and some of the Committees that he was involved with helped to bring them to their current form including the Los Angeles County EAC, where he represented the San Gabriel Valley for two+ years. Checking Environmental Reports was also his responsibility. Designed & formulated templates that facilitated preparing the completed Negative Declarations and Mitigated Negative Declarations on the City's construction projects.
- Engineering Construction Manager for various projects including:
 Project Manager on the 15 mgd Anion Exchange Nitrate Removal Facility, one of the first municipal design-build projects in California. Responsibilities included selecting the Construction firm [Sverdrup Engineering – St Louis], conducting weekly design review meetings and supervising inspection. [project completed in 9 months on a 15 month contract]
- Project Manager for alley conversion projects including:
 - Water main installation and conversion of 121 residential services in Garfield and Jefferson Streets from the alleys to the streets
 - Water main installation and conversion of 86 residential services in Columbia and Alvarado Streets from the alleys to the streets
- Designer & Project Manager for various pipelines, including:
 - Construction of 8", 12", and 16", 24" Manifold Lines
 - Loma Vista Replacement Line Project
 - Ganesha Hills 8" and 10" Hillcrest Drive Project

CITY OF SAN BERNARDINO

- Provided Construction Inspection Services for three projects: 1) the Cajon Storm installation, a 12,200 LF+ of 48"-72" storm drain including a buried 450 ft. French drain, 2) a 1,214 ft. long 30" RCP storm drain in the BNSF right-of-way and San Bernardino Water Department Cajon Reservoir site, including a 330 ft. long concrete "U" channel spillway, feeding into the 30" drain, and 3) a street, sewer, and storm drain improvements for the Pine Trails Tract.

Contact: Mark Rabb, Principal Civil Engineer (Now with city of Chino Hills)
 Telephone: 909.364.2800
 E-Mail: mraab@chinohills.org

EXHIBIT B
APPROVED FEE SCHEDULE

Senior Construction Inspector rate is \$100/hour (inclusive of all expenses)

Project Assignment and Budget (invoicing should reference the following accounts):

Cycle 1 Sewer Main Replacement Project (Acct. 15844E)	\$70,000.00
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EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et

seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and

upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.