

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated December 20, 2016 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Onward Engineering, 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. 601746-15 on September 9, 2016, seeking proposals for the CDBG Curb Ramps Construction Project.

B. Contractor submitted a proposal dated October 11, 2016 in response to the RFP.

C. City desires to utilize the services of Contractor as an independent contractor to provide construction management, construction inspection and labor compliance services.

D. 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.

E. City desires to retain 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 Majdi Ataya, 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 completion and Project close-out, 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**. In no event shall Contractor be paid more than \$50,000.00 (the "Maximum Compensation").

The City Manager shall have authority to increase the Maximum Compensation by up to 20%; any further increase requires City Council approval.

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. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless 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, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively

"Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, 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 design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, 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 "Claims"), 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 Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim 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 the 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 B.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 indemnities,

Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims 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'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 Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's 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.

D. 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 hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in 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: Deepak Solanki, Project Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-534
Email: dsolanki@citymb.info

If to Contractor:

Majdi, Ataya, P.E., President
Onward Engineering
300 S. Harbor Blvd., Ste. 814
Anaheim, CA 92805
(714) 533-3050
mataya@oe-eng.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, CA 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 preformed 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 and B 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. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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:

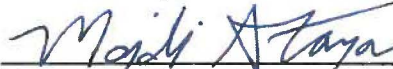
By: _____

Name: Bruce Moe

Title: Finance Director

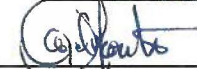
Contractor:

Onward Engineering,
a California Corporation

By:  _____

Name: Majdi Ataya

Title: President

By:  _____

Name: Angela Koutis

Title: Corporate Secretary

EXHIBIT A
SCOPE OF SERVICES



ENGINEERING

MOVING YOU FORWARD



Proposal 601746-15 CDBG Access Ramps Construction Project



300 South Harbor Boulevard, Suite 814 | Anaheim, CA 92805 | 714.533.3050
www.oe-eng.com

ONWARD ENGINEERING

300 S Harbor Blvd., Suite 814, Anaheim, CA 92805

City of Manhattan Beach
Michael A. Guerrero, Principal Civil Engineer
City Clerk Office
1400 Highland Avenue
Highland, CA 90266

October 11, 2016

**Subject: Proposal for Construction Engineering, Construction Inspection, and Labor Compliance
Services for the CDBG Funded Access Ramps Construction Project in Manhattan Beach**

Onward Engineering (OE) is intelligent engineering; pushing the industry progressively forward without sacrificing quality, cost, schedule, or safety. We are pleased to submit three hard copies and one electronic copy of our proposal to provide Construction Engineering, Construction Inspection, and Labor Compliance Services for the CDBG Funded Access Ramps Construction Project.

Our team has experience working on CDBG funded projects. In fact, our firm has completed successfully over 10 CDBG projects. In fact, we have completed over 5 access ramp improvement projects in the past 3 years that were CDBG funded. So our experience applies to both the project type and the project funding source concurrently.

Since CDBG grants are administered through the Housing and Urban Development (HUD) Office, a critical part of this project will be the coordination efforts that will be required with the HUD Office. We are fully versed and familiar with the construction bidding and labor compliance forms. OE will manage every aspect of the CDBG funding to ensure a successful project for the City of Manhattan Beach. This includes checking for labor compliance based on the Department of Industrial Relations (DIR) guidelines for the Contractor and all sub-contractors. Additionally, we understand the requirements set forth by the DIR as they apply to prevailing wage. Our Construction Inspector will also be paid prevailing wage to comply with these requirements.

I will diligently act as your advocate and as an extension of your staff. If you have any questions or require additional information, please feel free to contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com. OE thanks the City of Manhattan Beach for the opportunity and we look forward to a successful relationship with the City!

Sincerely,



Majdi Ataya, PE
President

SECTION 1:

UNDERSTANDING SCOPE OF SERVICES

Firm Profile

Onward Engineering (OE) is a full-service civil engineering firm established in 2004 with the primary purpose of providing construction management, inspection, project management, design, plan-checking, and staff augmentation services to public agencies including municipal, state, and federal government clients. Our team is committed to premier quality in everything we do. This ensures that all of your infrastructure and civil design needs are met and that our team exceeds your expectations and raises the bar with each project.

Executive Summary

Onward Engineering's mission is to provide the new standard of engineering and construction management services to our clients by being a leader in innovation, efficiency, quality, and customer service. In doing so, we strive to improve the quality of life in the communities we serve.

OE has worked on numerous projects funded by Community Development Block Grant funds (CDBG)—nearly 8 in the past 3 years alone. We also have experience working on citywide access ramp improvement and pedestrian improvement projects. This includes recently completed projects in the City of Placentia, City of Torrance, City of Lake Forest, and the City of Diamond Bar. In fact, we have experience working on access ramp improvement projects that were CDBG funded.

Why Us

We pride ourselves on being a boutique firm that can provide tailored services to our clients. We absolutely love what we do, and we focus on what we know. We do not apply a one-size-fits-all approach to our clients' project. Every project is unique, and deserves special attention and consideration. OE is the perfect fit for the City on this project, and will exceed your expectations. Our firm is uniquely qualified in three major areas that will be key to this project:

(1) Our knowledge and familiarity on CDBG funded projects

(2) The special amount of care and tailored approach that we provide

(3) Our innovative team, and the emphasis they place on safety and quality.

Delivering unprecedented customer service requires trust, transparency and integrity. We take pride in the long-lasting relationships we've built with the cities we serve. The relationships we build are extremely vital to our success. We opened our doors with a deep commitment to excellence, and that commitment has never wavered. Through open communication and a desire to be a service provider that cities trust, admire, and genuinely enjoy working with, Onward Engineering is constantly moving towards our vision of moving you forward.



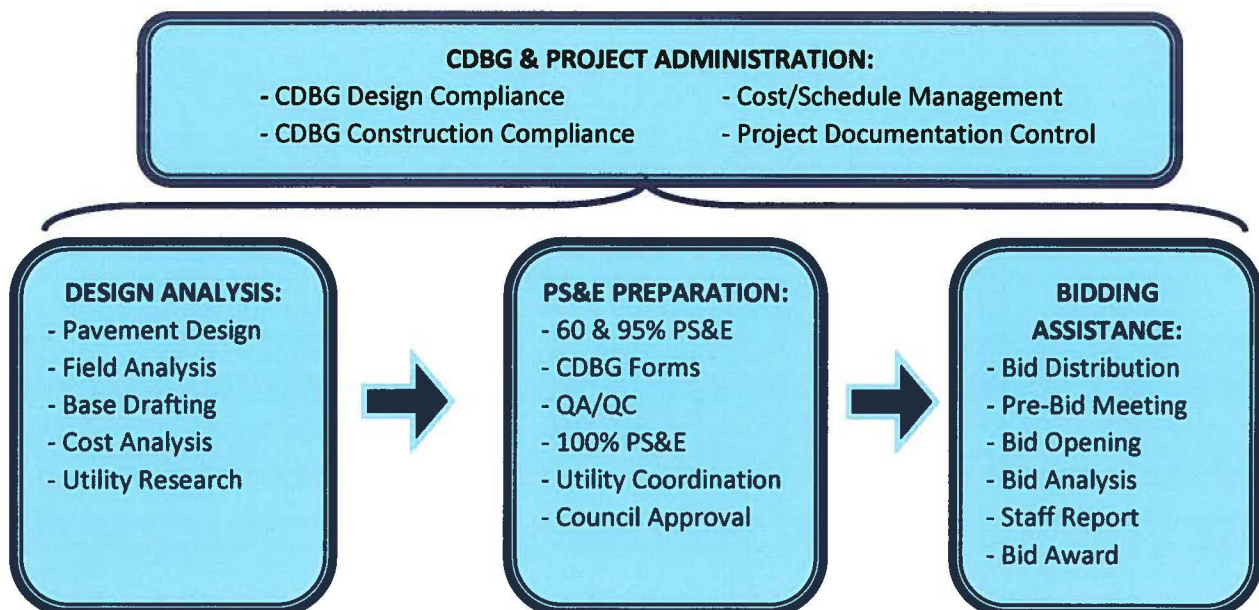
Project Description

The City of Manhattan Beach is seeking a team to provide full construction engineering, construction inspection, and CDBG labor compliance services on this project for the City of Manhattan Beach.

The City is currently soliciting construction bids for this project, with bidding to close on October 19th, 2016. The work entails construction of 55 curb ramps citywide. 11 curb ramps will be constructed per City Standard "Curb Ramp at AC Detail –Sheet-D", 44 curb ramps will be constructed per City Standard "Curb Ramp with Spandrel –Sheet E". The work also includes 7,000 square feet of PCC cross-gutter spandrel, 1,000 square feet of PCC sidewalk, and 250 square feet of PCC cross gutter. Construction surveying/staking will be completed by the Contractor. Work is anticipated to last 40 working days.

CDBG Experience

Our firm has completed successfully over 10 CDBG projects. Since CDBG grants are administered through the Housing and Urban Development (HUD) Office, a critical part of this project will be the coordination efforts that will be required with the HUD Office. Such grants have detailed rules and regulations for the management and distribution of the funds. We are familiar with the necessary regulations, including the Section 3 verbiage required in the specifications and we are also fully versed and familiar with the construction bidding and labor compliance forms. OE will manage every aspect of the CDBG funding to ensure a successful project for the City of Manhattan Beach. Controlling the project schedule and budget is essential on a project like this. OE will work diligently with Ray Brewer and Jeffrey Badre from the Los Angeles field office to ensure full compliance from A-Z. The following flowchart depicts the life cycle of a CDBG projects from design through construction:



SECTION B:

METHODOLOGY & WORK PLAN

PRE-CONSTRUCTION PHASE

Constructability Review

The CM will review the PS&E to become familiar with the project. The CM will run the initiation of project controls at this phase as well as reviewing and commenting on the Contractor's preliminary schedule, submittals, and notifications to utilities. The CM will arrange/conduct pre-construction meetings and answer questions from the City and businesses.

The Construction inspector will review PS&E and become familiar with the Contractor's preliminary schedule while making suggestions to the CM. The inspector will also attend pre-construction meeting and answer questions as necessary.

Benefits:

Allows our team to convey all project specific information and key items. Allows our team to gain a solid understanding of the project requirements and City goals.

Deliverables:

Meeting agenda, notices, and minutes.

RFI Coordination

The CM will review RFI's, samples, shop drawings, and coordinate with the project designer for interpretation. The CM will also

conduct meetings with the Contractor to discuss and resolve any RFIs.

The Construction Inspector will provide assistance for background and clarifications, and provide field data for necessary RFI information.

Benefits:

Quick and accurate responses to Contractor to minimize delays.

Deliverables:

RFI Log

Submittal Review

The CM will process/track RFI's, submittals, shop drawings, change orders, and revisions, and review estimates for reasonableness and cost effectiveness.

The Construction Inspector will provide assistance for background, clarifications, and provide field information as necessary.

Benefits:

Ensures all contractor materials, methods & notices are in compliance with PS&E.

Deliverables:

Submittal log, stamped submittals, recommendations.



CONSTRUCTION PHASE

Progress Meetings

The CM will schedule/conduct weekly progress and dispute resolution meetings as necessary to discuss contract issues, procedures, progress, problems, CCOs, submittals, RFIs, deficiencies and schedules. These meetings will be conducted weekly at the initial stages, and then may transition to bi-weekly.

The Construction Inspector will attend weekly and bi-weekly progress meetings to communicate, coordinate and resolve any issues that may arise at the job site.

Benefits:

Allows discussion of milestones and issues to ensure compliance with the City's PS&E.

Deliverables:

Meeting agenda, minutes, and weekly statement of calendar, working days report, and status reports.

Project Schedule Review

The CM will review schedule updates. The CM will compare work progress with planned schedule and notify the Contractor of any slippages and pursue options to get the Contractor back on schedule. The CM will obtain weekly updates from Contractor that incorporate progress, weather delays, and CCO impacts. The CM will assist the City in negotiating time extensions and submit monthly progress reports to the City with a narrative on the progress and complete Earned Value Analysis.

The Construction Inspector will review construction progress schedules regularly, verify schedules are on track, identify deviations, and ensure corrective actions are taken to bring the project back on schedule.

Benefits:

Provides a solid baseline schedule for planning and analysis of project during the construction phase.

Deliverables:

Construction schedule updates.

Community Coordination

The CM shall serve as primary contact and authority for this task. Respond to questions and concerns of community, and coordinate with the Inspector to ensure project update signs. The CM will assist the City with coordinating services of other consultants and review Public Notices to ensure accuracy and to avoid business impacts. The CM will notify the City's Project Manager with any significant issue, and work with the Inspector to compile a log of all queries and discussions with business community.

The Construction Inspector will update signs within project limits, and coordinate with the Contractor, safe and acceptable access to adjacent businesses during construction. The Inspector will coordinate the mitigation of construction impacts with all necessary parties, and ensure all Public Notices are distributed to each business affected by the project.

Benefits:

Minimizes construction impact to residents and businesses.

Deliverables:

Community coordination records to include business name, contact, phone number, address, discussion notes including the date of discussion, and any action taken.

Construction Inspection

The CM will work closely with the Construction Inspector and review Daily Construction Reports (DCRs) provided by the Inspector of Record (IOR).

The Construction Inspector will provide continuous inspections so the project is constructed according to specifications. The IOR will also prepare DCRs and WSWD, monitor compliance with City's Construction Demolition & Recycling Ordinance, review soil compaction and materials testing certifications of compliance, and coordinate with the City regarding quality of work completed. Take photos and video prior, during, and after construction, and prepare a Daily Photo Diary which will be available with the DCR in real-time to the City. The Inspector will prepare field blue-line set of drawings to incorporate Contractor record drawing markups. Lastly, assist in monthly progress payment recommendations by making measurements of bid items.

Benefits:

Ensures active monitoring and documentation of jobsite and project progress. Also, provides notes on labor, weather, progress, key items, and field

observations. Clear documentation of existing condition, progress of construction, and final field conditions.

Deliverables:

Daily reports, weekly statement of working days, daily photo diary, raw image files & video.

Traffic Control

The CM will coordinate with the Inspector to ensure proper implementation of traffic control.

The Construction Inspector will provide inspection of traffic-related work and installations. Monitor traffic control to ensure pedestrian/vehicular safety, minimal disruption, safe access, and traffic control, provide inspection of all traffic-related work.

Benefits:

Allows us to maintain safe traffic flows during construction.

Deliverables:

Traffic control notes.

Job Safety Compliance

The CM will work with the contractor to implement job safety procedures in compliance with CAL-OSHA requirements, and monitor Contractor's compliance with established safety protocol.

The Construction Inspector will monitor job safety procedures in compliance with CAL-OSHA requirements, monitor contractor's compliance with established safety



program, document deficiencies and hazards, and investigate, report on accidents, observe construction safety, public safety and convenience, and report discovered problems to the City.

Benefits:

Ensures a safe and successful construction project from inception to completion. Also, ensure full federal, state and local safety standard compliance.

Deliverables:

Safety infraction reports.

Change Orders

The CM will establish, implement and coordinate systems for processing all contract change orders. Review and evaluate, via an independent cost estimate, cost proposals submitted by the contractor for all contract change orders. The CM will negotiate CCO and prepare using City's standard format and give recommendations. Quantity and cost analysis will be performed for negotiation of CCOs. The CM will also analyze any additional claims and perform claims administration including coordinating, monitoring, logging, and tracking claim status. The CM will also evaluate cost reduction proposals and provide recommendations to the City.

The inspector will maintain data for change orders and record information regarding time of dispute, time of notification by contractor.

Benefits:

Provides clear documentation review and recommendation for change orders to maximize value of contract.

Deliverables:

Change order notes and recommendations.

Progress Payments

The CM will track quantities of work completed for progress payment, develop & implement procedures for review & process of progress payment applications, assist the City with review, certification, and process of payments. The CM will keep track of monthly progress and access the contractors' progress payment applications. If the CM notes any discrepancies, the differences will be negotiated with the contractor before processing payments through the City's Project Manager.

Benefits:

Provide accurate measurements of work completed by the Contractor.

Deliverables:

Ensure accurate records are kept of actual quantities installed, provides back-up.

Labor Compliance

The CM will attend the pre-construction meeting to present Federal labor compliance requirements to Contractor and all sub-Contractors. The CM will monitor compliance with Prevailing Wages, and ensure compliance with Federal Labor Laws & the Davis-Bacon Act. The CM will ensure contractors submit certified payroll reports

and that labor/hours reported by the Contractor match DCRs. If there are discrepancies, the CM will follow up with the Contractor regarding required document submittals and those discrepancies. If necessary, the CM will coordinate with the City to withhold progress or retention payment. Labor complaints will be received, reviewed, and pursued. The CM will implement and monitor EEO and Section 3 Programs. Meetings will be coordinated to discuss any changes in wage and reporting obligations. Additional work classifications and wage rates will be identified based on the work. The CM will also submit Labor Standards Violation Report and 5.7 Enforcement Report to the Los Angeles Community Development Commission when there are complaints regarding underpayment. The CM will keep a Labor Standards Administration and Enforcement File as well as a Federal Labor Compliance File so that it can be reviewed by authorized County, State, and Federal agencies if requested.

The Construction Inspector will conduct field construction employee interviews, and verify & document job-site posting of wage rate information & labor compliance posters.

Benefits:

Ensures full grant funding compliance.

Deliverables:

Contractor Certified Payroll Records, CM payroll review notes, employee interview forms, interview reports.

Construction Documentation

The CM will establish job control documents: DCRs, weekly and bi-weekly status reports, weekly statement of working days, construction change orders, and certified payroll records and labor compliance documents. The CM will receive, log, and document monthly construction payments, material receipts, weigh certificates, and material submittals. Our Construction Inspector will maintain coordination with the CM for all project records, including but not limited to: DCRs, correspondence, submittals, CCOs, progress payments, Lab and Field Test Reports, Materials Delivery Tickets and Compliance Certification, Progress Reports, Progress Photos, and Meeting Minutes, guarantees, certifications, affidavits, leases, easements, deeds, O&M manuals warranties, and all other necessary documents. This information is made available to the City in real time using our cloud-based system Box Enterprise.

Water Quality and SWPPP

The Construction Inspector shall monitor and enforce the Contractor compliance with Water Quality Control Plans. The Inspector will also oversee Contractor's Storm Water Pollution Prevention (SWPPP) responsibilities.

Benefits:

Clear communication and records to Contractor.



POST-CONSTRUCTION PHASE

Final Walkthrough & Inspection

The CM will recommend and conduct final inspection with the City staff and project design consultant.

The Construction Inspector will conduct final inspection and close-out encroachment and construction permits.

Benefits:

Confirmation to all stakeholders of final completion of work.

Prepare As-Built Plans

The CM will maintain “as-built” work records and activities during construction. Transmit Contractor and IOR red-lines for incorporation into As-Built Plans, review plans to ensure accuracy and quality, and deliver as-built drawings to City.

The Construction Inspector will review the Contractor’s as-builts daily and ensure the Contractor keeps these records up to date throughout construction. The Inspector will coordinate preparation and submittal of as-builts.

Benefits:

Representation & documentation of field changes made during construction & accurate records.

Deliverables:

IOR and Contractor Red- Lines, designer coordination records, final as-built documentation.

Punchlist Items

The CM will issue preliminary & final punch list and monitor and follow-through with contractor until completion of punch list items. The CM will review and distribute the Inspector’s notes regarding non-compliant work items and recommend mitigating procedures for fixing non-compliance. The CM will also finalize the bid items, claims, change orders, punch list items, correct shop drawings, and oversee the completion of record drawings.

The Construction Inspector will prepare in-progress punch lists at completion of each project phase until completion. The Inspector will direct and notify contractors about non-compliance and correct compliance problems as discovered.

Benefits:

Clear communication and records to Contractor. All non-compliant items are noted and fixed prior to notice of completion.

Deliverables:

Preliminary and Final Punch lists. Inspector’s Non-Compliance Notice, Non-Compliance Notes.

Completion Recommendation

The CM will evaluate completion of work and recommend final inspection. This includes preparing the Report of Expenditures Checklist and necessary attachments. The CM will also provide support for construction claims analysis and

litigation and will be available for any audits including internal City audits.

The Construction Inspector will provide notes and concurrence to the CM regarding final completion of all field work.

Deliverables:

Final completion recommendation, final report of completion.

Final Payment Request

The CM will review and process request for final payment and release retention. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes and identify variances between costs.

The Construction Inspector will confirm final field quantities to the CM. The Inspector will provide complete measurements and calculations to administer progress payments and make recommendations for payments.

Benefits:

Ensure payment is provided to Contractor, organized cost tracking data for future reference.

Deliverables:

Final payment recommendation.

Submit Project Files

The CM will maintain a project filing system in compliance with Caltrans LAPM, finalize and deliver all project files, records, exhibits, coordination documentation and submittals to the City for final review/archiving.

The Construction Inspector will maintain field notes and provide all field inspection notes, as-builts, pictures, material tickets, permits and other documents.

Benefits:

Provides a single source location for the entire project's records, active monitoring and documentation of jobsite and project progress.

Deliverables:

Final project files per LAPM, final project report, as-built and digital set of drawings, construction files.

SECTION 3: PROJECT MANAGEMENT

Quality Assurance and Quality Control

We understand that success comes through a solid QA/QC Plan that is implemented from the onset of the project. OE has on file, and implements a detailed QA/QC manual that defines roles, responsibilities, expectations, review requirements, and quality standards of all documents and procedures within the firm.

OE will monitor the contractor's quality control program and will provide quality assurance and inspections to verify the accuracy and compliance of the work. Reports will be kept to track items such as tests performed, samples taken, non-compliance reports, and inspection and testing costs associated with non-compliant work, and submittals. Our team will review the contractor's weekly and daily schedules before work begins each day and will closely coordinate with the Contractor to establish an understanding of the critical activities and work to be inspected.

- Provide construction teams with the control tools and documents that will allow them to accurately estimate, plan, and monitor their work to meet the project's cost, schedule, quantities, and performance.
- Identify opportunities in a timely fashion so that impacts to cost, schedule, quantities, and performance are realized and then minimized or avoided. The primary focus is the early identification of opportunities or potential risks and providing alternative solutions enabling the Onward Engineering team to implement corrective actions in a timely manner.

Our team brings considerable experience keeping projects on track. We believe it is imperative that we have a full understanding of the timeline of each project — from beginning to end. We can personally build CPM schedules and handle the monthly updates with the responsible agencies. Our CMs will hold meetings with the contractor to discuss the current status of the schedule and identify any potential roadblocks or challenges. They will review each monthly update promptly and provide review comments or acceptance after receipt of the submittal from the Contractor.

OE's team approach to project controls is to achieve estimating, cost control and scheduling objectives through conscious planning and execution of the work and the continuous monitoring of cost, schedule, quantities, and performance. The goals we strive to achieve in this step include:

- Facilitate communications on the project in an effort to provide the City with the long-term visibility necessary to make proactive and informed decisions.
- Implement tools and control documents to support the Change Management Process and the preparation/review of change orders for City approval. The Change Management Control is used for early warning and approval control of deviations in engineering cost, cost of material and equipment, and construction during all phases of a project.



The OE culture is rooted in proactive project management. This means close monitoring of project budgets and implementation of proven cost-effective approaches to providing construction management services.

Controlling the cost and schedule happens on two fronts: general and project-specific. At the general level, our management team meets with the Construction Manager to keep track of cost, schedule, milestones, inspection work, and testing. At the project-specific level, tools are put in place to track schedule, cost, and quantities on a project in real-time. With this approach, Change Orders and cost overruns are minimized or eliminated. We prepare

Project Status Reports to submit to the City bi-weekly, which include important project milestones, two-week progress, two-week outlook, schedule update, cost update, and an action item list.

The entire OE team is held to the highest standards and are expected to provide top-notch quality services. Each member of a project team is expected to study and know the project documents at all times so that they can properly monitor the work of the Contractor. Key elements of our QAP include:

- 1 Becoming familiar with the contract document early (often a constructability review is done during the proposal phase) to ensure a clear understanding of the goals and objectives.
- 2 Frequent review of the contract documents and specifications.
- 3 Constant review of upcoming milestones and deadlines.
- 4 Regular coordination with City staff to ensure City satisfaction.
- 5 Internal team meetings to ensure construction activities proceed per project requirements.
- 6 Monitoring the change order process and maintaining excellent support documentation.
- 7 Daily planning of inspection activities to avoid potential problems.
- 8 Inspection of critical items and prioritized list of construction activities.
- 9 Continuous review of jobsite condition.
- 10 Continuous traffic control checks.
- 11 Interfacing construction activities in one area with activities in nearby areas.
- 12 Inspection of work and tracking of quantities.
- 13 QC reviews of Contractor operation to ensure compliance with codes and ordinances.
- 14 Monitoring personal of 3rd party materials testing.
- 15 Prompt, thorough, and transparent documentation of the project.
- 16 Coordination of activities relating to environmental mitigation monitoring and water quality.
- 17 Clear communication with external stakeholders such as residents and businesses

Value Added Services

Our fee is finely tuned, highly competitive, and based upon our experience on similar projects. In addition, we provide value-added services without additional cost to deliver a gold standard experience to the City. OE utilizes highly trained staff and promises to provide ingenuity in its engineering solutions. As a firm, we also believe in offering clients' beneficial tools and resources which make their experience with OE remarkable. A partial list of services we provide as a value added service without an added charge include:

Box Enterprise for Document Control

OE has a document filing system that will be used on all documents and folders to ensure proper documentation. The first thing we will do is map all of the City's standards, folder structure, and document formats to our cloud-based Box Enterprise account for implementation. We are able to recommend a filing structure to the City if there is no established protocol available.

After the filing structure is established, we will provide access to the project folder for the full project team. This includes other stakeholders, consultants, and city personnel. Access can be limited for some users and customized based on the City's Project Manager's preferences.

After the team is added to the project folder, this cloud-based account allows for secure, remote access and review of our

entire filing system, to ensure that documentation and filing is done in compliance with the project requirements.

Each City staff member attached to a project will be able to select a password which will allow access to view, upload, or download any of the project files without having to change the City's existing IT framework.

This document control system is compliant with Caltrans' LAPM filing requirements. Additionally, this flexibility allows City staff access to the project files anywhere, and the City can provide access to select files (such as photos) to City Council and media outlets.



The importance of good document control on this project is paramount. This is due to the fact that there will likely be multiple phases, including design, environmental,

right-of-way, bidding, pre-construction, construction, and construction closeout phases. This results in many stakeholders, consultants, and files. An important component of the system is that it will remain in effect throughout all project life cycles. OE will continue to maintain the files, add users, and manage permissions after the design phase is completed. This gives the City peace of mind that files will be preserved and organized, virtually eliminating data loss, and aiding in quicker responses and turnaround times.

SECTION 4:

FIRM QUALIFICATIONS

Proposed Team

Name/Roles	Qualifications	% Available
Majdi Ataya, PE QA/QC Manager Principal-in-Charge	-Registered Civil Engineer -BS Civil Engineering, CSULB -32 years of experience (Onward Engineering founder) -Former Deputy Dir. of Public Works & City Engineer Current Engagements: - QA/QC on Los Serranos Improvements, Chino Hills (design) - QA/QC on 17th Street Widening, Costa Mesa (design)	60%
Douglas Benash, PE, QSD Construction Manager	-24 years of experience -BS Civil Engineering, Cal Poly Pomona -Registered Professional Engineer -Qualified SWPPP Developer (#C53935) Current Engagements: - City Engineer in La Palma (8 hours per week), La Palma	80%
Stephen Bauer Construction Inspector	-Associate of Arts, College of the Desert -Civil Engineering Courses, San Bernardino Valley College -ACI – Field Testing Grade 1 Certified -Radiological Safety & Nuclear Gauge Operator -End Result Quality Assurance Tester Certification Current Engagements: -Diamond Bar Area 4 Project (punchlist, done by 10/20)	100%

SECTION 5:

REFERENCES & RELATED PROJECTS

Project Experience

Access Ramp Improvement Project-CDBG (Phase III), Placentia

Michael McConaha, Maintenance Mgr.
(562) 902-2385 (now in Lake Forest)
mmconaha@lakeforestca.gov
401 East Chapman Avenue, Placentia

OE provided design engineering, construction management, and inspection services to the City of Placentia on the ADA Accessible Ramps, Phase III Project. The project called for removing and constructing sixty-six (66) ADA ramps, 14,000 SF of sidewalk, 1,600 LF of curb and gutter, two drive approaches and removal of 19 parkway trees. It was critical that the ramps be constructed in compliance with current Americans with Disability Act standards and requirements. Furthermore, design services included a site assessment and field gathering data for each ramp location, a design analysis and preparation of the Design Recommendation to achieve ADA compliance, a survey elevation for 20 identified locations, and the preparation of the project specifications. OE worked with City staff to complete the construction documents on schedule. Moreover, the construction management and inspection phase included employee interviews, reviewing certified payrolls, checking all grades, and keeping the contractor on schedule and within budget for this federally funded CDBG project.

Access Ramp Improvement Project-CDBG (Phase II), Placentia

Michael McConaha, Maintenance Mgr.
(562) 902-2385 (now in Lake Forest)
mmconaha@lakeforestca.gov
401 East Chapman Avenue, Placentia

OE provided design engineering, construction management, and inspection services on the \$245,000 CDBG Funded Project for the City of Placentia to field verify, design and prepare a bid package for the removal and replacement of non-ADA compliant curb ramps and sidewalk locations that are listed in the City's ADA Transition Plan. This project entailed replacing a total of 71 curb ramps along Kraemer Blvd., McCormack Lane, and Yorba Linda Blvd. Additionally, the work included sidewalk/driveway improvements along Kraemer Blvd. within the curb ramp replacement limits. Our team conducted field verification of each location and identified the necessary ADA compliance upgrades. In locations where there was critical geometry or grades, OE checked those locations with our own survey equipment to identify the final removal and replacement limits. OE designed the project in such a manner that all required CDBG Section 3 verbiage is included in the project specifications, and that the project scope/bid schedules were set up in such a way that maximized the City's budget. This included setting up alternate bid schedules in the bid package to ensure that budgetary overrun did not occur and to ensure that the City spend the allocated amount.



Sidewalk Repair for Handicap Accessibility- CDBG (I-135), Torrance

Lea Reis, Associate Engineer
(310) 544-5307 ext. 307 (now in Rancho Palos Verdes)
lreis@rpvca.gov
30940 Hawthorne Blvd., Rancho Palos Verdes

OE provided inspection services on the Sidewalk Repair for Handicap Accessibility project for the City of Torrance. This project was CDBG funded and 79,300 SF of sidewalk removal and construction of a 3 1/2" thick PCC sidewalk over 4" CMB, 5,300 LF of curb and gutter removal and replacement to match existing curb heights and gutter widths, restoration of 1 ft. wide AC pavement, 10,900 SF of driveway replacement and constructing 4" thick PCC driveway over 6" CMB, 180 LF of removing the existing corner radius curb and constructing a new variable height corner PCC curb. The project also entailed the removal of 11,870 SF of cross gutter with curb & gutter and subgrade, 1,900 SF of pavement replacement, furnishing and installing 285 parkway trees, and 310 locations of root pruning. Additionally, the work entailed periphery parkway improvements and 10 detectable warning surface panels at access ramps. Furthermore, the scope of work involved installing a landscaping and irrigation system, removing and replacing water meter utility covers, and pavement markings.

Hawaiian Gardens Residential Improvements- CDBG, Hawaiian Gardens

Ismile Noorbaksh, PE, City Engineer
(562) 929-5719
inoorbaksh@hgcity.org
21815 Pioneer Blvd., Hawaiian Gardens

OE provided the City of Hawaiian Gardens with professional design, construction management, and inspection services on the 2011-2012 Residential Rehabilitation Project. The project was funded through the Community Development Block Grant Program (CDBG). The limits included several segments: Seine Avenue from 226th Street to Civic Center Drive, Wardham Avenue from 223rd Street to 221st Street, Elaine Avenue from 215th Street to North End, and 216th Street from Norwalk Boulevard to Belshire Avenue. The design required the analysis of each existing curb ramp to confirm ADA compliance. Noncompliant ramps were called out on the specifications to ensure they were either replaced or retrofitted to ADA standards. Existing site conditions ranged from light to severely alleged and longitudinal pavement cracking with localized settlement occurring sporadically through the project limits. After conducting the preliminary design field survey, it was established that various treatment strategies needed to be employed. These strategies ranged from variable depth edge grinds to a 2" grind and overlay where localized reconstruction was recommended to treat those select settled areas. Also, concrete items were called out on the project specifications for removal and replacement to effectively convey drainage. Finally, because the project was CDBG funded, the project met Federal Labor Compliance.

Citywide Curb Ramp Improvements (Phase III), Redondo Beach

Lauren Sablan, Civil Engineer
Lauren.Sablan@Redondo.org
(310) 318-0661 x2520
415 Diamond St., Redondo Beach, CA 90277
Design Completed: 2015

OE provided design engineering and construction management services for the citywide curb ramp improvements project in the City of Redondo Beach. The project was funded through the Community Development Block Grant (CDBG) and therefore the plans, specifications and estimate needed to comply with all the necessary federal guidelines. The project called for improving 63 curb ramps throughout the City. OE visited each individual ramp location, verified the existing improvements, took the necessary measurements and grades, and then determined each individual design based on the most recent SPPWC "Greenbook" standards. The project included Plans, Specifications and the Construction Estimate for the complete bid package. OE provided the necessary support during the bid process to respond to RFI's and develop addendums. During the construction phase, OE's tasks included running pre-construction meetings, reviewing and approving submittals, responding to RFI's, developing change orders, reviewing quantities, tracking, reviewing, and approving invoices, and coordinating with all the utility agencies, the City, and contractor to complete the project successfully.

Rosini & Rosewood Neighborhood Rehab and Pedestrian Access Project-CDBG, Commerce

Danilo Batson, Director of Public Works
(323) 887-1460 (now in Montebello)
dbatson@cityofmontebello.com
1600 W. Beverly Blvd., Montebello

OE provided design and construction management and inspection services to the City of Commerce on this project. The Rosini and Rosewood Neighborhood Projects were Community Development Block Grant (CDBG) projects. Handling these projects required familiarity with CDBG contract compliance and labor relations contract compliance. The project covered approximately 9,050 L.F. (Rosini) and 5,125 L.F. (Rosewood) of residential and collector streets. A critical part of the design portion of this contract was the field verification, specification and design of the ADA curb ramps. OE reviewed all the ramps in the field and specifically modified their designs to ensure ADA compliance while also guaranteeing existing residences and businesses safe access to their properties. Multiple field meetings and calculations were conducted to ensure that the project was completed successfully. OE was responsible for incorporating the curb, gutter and sidewalk replacements and providing recommendations for other improvements. The project required cold-milling and pavement replacement to depths which ranged from 1½" to 2" as specified by the City. OE recommended locations of full depth reconstruction in order to mitigate future pavement failure.

Bristow Park Neighborhood Rehab and Pedestrian Access Project-CDBG, Commerce

Danilo Batson, Director of Public Works
(323) 887-1460 (now in Montebello)
dbatson@cityofmontebello.com
1600 W. Beverly Blvd., Montebello

OE provided the City of Commerce design engineering and construction management services on this Community Development Block Grant (CDBG) funded project. The Bristow Neighborhood is constricted by the I-5 Freeway to the north, BNSF Railroad to the south, the City of Los Angeles Boundary to the west and Bristow Park to the east. The Bristow Park Neighborhood Project covered approximately 4,200 linear feet. OE reviewed the entire neighborhood incorporating the curb, gutter, sidewalk replacements and ADA ramps and providing recommendations for other improvements. A careful analysis of project costs and benefits was conducted in order to aid the City in the pavement rehabilitation alternative choice. Our team presented cost scenarios from conventional full depth reconstruction, Asphalt rubber Aggregate Membrane (ARAM), Asphalt Rubber Hot Mix (ARHM), Interlayer Systems and Cold-In-Place Recycling (CIR)/Full Depth Reclamation Systems. The City selected a full depth reconstruction utilizing a full depth Reclamation (FDR) process.

Diamond Bar 5-Year Annual Arterial & Residential Rehabilitation Projects

Kimberly Molina Young, Senior Civil Engineer
(909) 839-7044
Kimberly.Molina@ci.diamond-bar.ca.us
21825 Copley Drive, Diamond Bar, CA 91765

OE provided design engineering, construction management, and inspection services to the City of Diamond Bar for the past five years on their annual arterial and residential roadway maintenance projects. Years 2010 and 2011 were awarded as separate contracts. The City was impressed with our work on those two projects and awarded us a three year contract for 2012-2015. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), and 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M): The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE first assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to the proximity to freeways, OE also coordinated with Caltrans to obtain encroachment permits for the City for four of the projects.



Caltrans (Federal/State Funding Experience)

Our team has provided successful design engineering services on multiple federally funded projects including CDBG Project, ARRA Projects, FHWA Projects, and projects requiring extensive Caltrans coordination. In fact, our firm is familiar with the Caltrans office and the staff at District 7. Our team can effectively manage the construction of any project and ensure Caltrans LAPM compliance.

OE is the perfect fit for the City for this contract and will exceed your expectations. Our firm is uniquely qualified in three major areas that will be key to this assignment: (1) our knowledge and familiarity with federally funded projects and coordination with Caltrans; (2) our approach to project controls, striving to achieve estimating, cost control, and scheduling objectives through conscious planning, execution of the work, and the continuous monitoring of cost, schedule, quantities, and performance; (3) our emphasis on quality and open lines of communication with the City staff and the public. The following is a partial list of federally funded projects for which OE provided design services that required Caltrans oversight:

- Citywide Curb Ramp Improvements, Redondo Beach (CDBG Funded)
- ADA Access Ramp Improvements Phase 7, Lake Forest (CDBG Funded)
- Sidewalk/Pedestrian Accessibility Project (Phase II), Placentia (CDBG Funded)
- Sidewalk/Pedestrian Accessibility Project (Phase III), Placentia (CDBG Funded)
- Rosini & Rosewood Neighborhood Rehabilitation Project, Commerce (CDBG Funded)
- Bristow Park Neighborhood Rehabilitation Project, Commerce (CDBG Funded)
- 2011-2012 Residential Rehabilitation Project, Hawaiian Gardens (CDBG Funded)
- Bay Street & Ford Road Alley Reconstruction, Costa Mesa (CDBG Funded)
- Los Serranos Widening (ATP Funded)
- Aviation Boulevard Resurfacing Project, Redondo Beach (STPL Funded)
- La Habra Boulevard Rehabilitation Project (ARHP Funded)
- Placentia Avenue Median Installation & Landscaping (HSIP Funded)
- Lincoln Boulevard Rehabilitation Project, Santa Monica (Federal Grant)
- Telegraph Road Rehabilitation and Median Beautification Project, Pico Rivera (HSIP Funded)
- Studebaker Road Improvement Project, Cerritos (Federal Transportation Grant)
- Chino Hills Parkway & Chino Avenue Street Rehabilitation, Diamond Bar (STPL Funded)
- I-5 Widening Project at Florence Avenue (Caltrans Coordination)
- Adelfa, Foster & Marquardt Rehabilitation, La Mirada (ARRA Funded)
- Red Hill Avenue Pavement Rehabilitation, Irvine (ARRA Funded)
- Bellflower Boulevard & Woodruff Avenue Rehabilitation, Bellflower (STPL Funded)



SECTION 6:

CONTRACT EXCEPTIONS

OE has no exceptions, additions, or deletions to the City's RFP. We will comply with the City's stated requirements, Professional Services Agreement, and stipulated insurance requirements.

SECTION 7:

PROJECT SCHEDULE

NTP: November 16, 2016

Week 1: Traffic control and layout

Week 1-4 (staggered): Sawcut existing

Week 2-5 (staggered): Formwork, check grades, and pour concrete

Week 3-6 (staggered): Remove formwork

Week 7-8: Punchlist and closeout

Completion: 1/16/2017 (40 working days)

Majdi Ataya, PE

QA/QC MANAGER

Majdi Ataya is the President and founder of Onward Engineering, and the Principal-In-Charge for Onward Engineering. Majdi Ataya PE, Former Deputy Director of Public Works/City Engineer for the City of La Habra, is a seasoned engineer with over 32 years of solid and diversified experience in the public works sector. He is extremely familiar with the process of project management and design. He is a highly effective communicator and manager with an outstanding assimilation ability. Majdi is able to adapt and relate to all levels of management, and retain high energy levels and enthusiasm for the project at hand. Majdi understands the importance of excellent communication with public agencies and will be a dependable extension of your staff.

Sidewalk/Pedestrian Accessibility Project (Phase II), Placentia

Majdi acted as the QA/QC Manager on the \$245,000 CDBG Funded Project for the City of Placentia to field verify, design and prepare a bid package for the removal and replacement of non-ADA compliant curb ramps and sidewalk locations that are listed in the City's ADA Transition Plan. This project entailed replacing a total of 71 curb ramps along Kraemer Blvd., McCormack Lane, and Yorba Linda Blvd. Additionally, the work included sidewalk/driveway improvements along Kraemer Blvd. within the curb ramp replacement limits. The project called for conducting field verification of each location and identified the necessary ADA compliance upgrades. The locations where there was critical geometry or grades were checked to

identify the final removal and replacement limits. The project was designed to include all required CDBG Section 3 verbiage in the project specifications, and that the project scope/bid schedules were set up in such a way that maximized the City's budget. This included setting up alternate bid schedules in the bid package to ensure that budgetary overrun did not occur and to ensure that the City spend the allocated amount.

ADA Accessible Ramp Phase III, Placentia

Majdi was the QA/QC Manager on the ADA Accessible Ramps, Phase III Project. The project called for removing and constructing sixty-six (66) ADA ramps, 14,000 SF of sidewalk, 1,600 LF of curb and gutter, two drive approaches and removal of 19 parkway trees. It was critical that the ramps be constructed in compliance with current Americans with Disability Act standards and requirements. Furthermore, design services included a site assessment and field gathering data for each ramp location, a design analysis and preparation of the Design Recommendation to achieve ADA compliance, a survey elevation for 20 identified locations, and the preparation of the project specifications. The project required working with the City staff to complete the construction documents on schedule. Moreover, the construction management and inspection phase included employee interviews, reviewing certified payrolls, checking all grades, and keeping the contractor on schedule and within budget for this federally funded CDBG project.



ADA Access Ramp Improvements Phase 7, Lake Forest

Majdi was the QA/QC Manager for the City of Lake Forest's ADA Access Ramp Improvements Project. The project was funded utilizing a Community Development Block Grant (CDBG). The scope of work included constructing 37 access ramps that comply with current Americans with Disabilities Act (ADA) and the State of California Building Code (Title 24) standards and requirements. The project required surveying and documenting the current conditions of the existing ramps and hardscape improvements within the right-of-way, preparing construction documents, and providing engineering support for this Phase 7 ADA project. The project called for preparing the construction specifications with full details of each ramp including elevations, slopes and limits of construction, including storm water compliance documentation and project requirements, and the required CDBG construction documents.

Citywide Curb Ramp Improvements (Phase III), Redondo Beach

Majdi was the Principal-in-Charge on the citywide curb ramp improvements for the City of Redondo Beach. The project was funded through the Community Development Block Grant (CDBG) and therefore the plans, specifications and estimate needed to comply with all the necessary federal guidelines. The project called for improving 63 curb ramps throughout the City. Each individual ramp location was visited in order to verify the existing improvements and take the necessary measurements and grades, and then determine each individual design based on the most recent SPPWC "Greenbook" standards.

The project included Plans, Specifications and the Construction Estimate for the complete bid package. OE provided the necessary support during the bid process to respond to RFI's and develop addendums. During the construction phase, OE's tasks included running pre-construction meetings, reviewing and approving submittals, responding to RFI's, developing change orders, reviewing quantities, tracking, reviewing, and approving invoices, and coordinating with all the utility agencies, the City, and contractor to complete the project successfully.

Citywide Residential Street Rehabilitation Project, Placentia

Majdi was the QA/QC Manager for the City of Placentia on the 2012 Citywide Residential Street Rehabilitation Project. The project was funded by a variety of sources including Gas Tax, Proposition 1B, Measure M1, and Measure M2. The analysis included 75 miles of roadway and the actual design spanned 35 miles. The scope of work entailed rehabilitating the roadway using primarily Type II slurry seal, chip seal, and portions of full R&R. The final design included rehabilitating 41% of the City's residential roadways, including 109 new ADA compliant curb ramps, 5,445 tons of slurry, 105,050 SY of chip seal, grind and overlay with 35,000 tons of AC paving, adjusting 209 manholes and 369 water valves, and 2,363 LF of curb and gutter. The project also required communicating extensively with residents, and spending in excess of 20 hours per week fielding calls.



Douglas Benash, PE, QSD

Construction Manager

Douglas has harnessed over 25 years of municipal engineering, construction management, contract administration, design experience, and regulatory compliance. In working with small jurisdictions, as a City Engineer, he was involved in all aspects of the projects that the City designed and constructed. This included coordinating with the local, county, state and federal agencies, and various utilities to ensure successful project completion. Douglas understands the level of detail and problem solving skills required to complete high profile projects on time and within budget. Doug facilitates and assist agencies in the bidding process, award of contract, initiation of construction, construction and project closeout; including proper file documentation whether it is for federally or state funded projects, labor compliance, funding administration and project acceptance and provide full construction management.

ADA Accessible Ramp Phase III, Placentia

Doug acted as the Project/Construction Manager on the ADA Accessible Ramps, Phase III Project. The project called for removing and constructing sixty-six (66) ADA ramps, 14,000 SF of sidewalk, 1,600 LF of curb and gutter, two drive approaches and removal of 19 parkway trees. It was critical that the ramps be constructed in compliance with current Americans with Disability Act standards and requirements. Furthermore, design services included a site assessment and field gathering data for each ramp location, a design analysis and preparation of the Design

Recommendation to achieve ADA compliance, a survey elevation for 20 identified locations, and the preparation of the project specifications. The project required working with the City staff to complete the construction documents on schedule. Moreover, the construction management and inspection phase included employee interviews, reviewing certified payrolls, checking all grades, and keeping the contractor on schedule and within budget for this federally funded CDBG project.

Access Ramp Improvements, Diamond Bar

Douglas was the project manager during the design phase and the construction manager during the construction phase for the City's CDBG funded ramp construction project within a hillside neighborhood. The roadway slopes provided design challenges in order to comply with the ADA design standards. The project was constructed all eligible CDBG funds were utilized.

Rosemead-Mines Street & Pedestrian Access Improvements, Pico Rivera

Douglas was the project manager during the design phase and the construction manager the during construction phase for the preparation of roadway improvements and traffic signal improvements on Mines Avenue as part of the City's park improvements and County library improvements. The work included ADA improvements coordinated with diagonal roadway parking, landscaped median pop-outs, and access ramps and drive approaches as part of the major park improvements and new library construction.



Gran Plaza 2nd Street & Pedestrian Access Improvements, Calexico

Douglas managed this project which entailed widening 2nd Street from 2 lanes to 6 lanes with water, storm drain, sewer, street lights, traffic signals and roadway improvements for the Gran Plaza development project. The scope included ADA improvements in un-improved right-of-way and existing improvements from access ramps at intersections and drive approaches with roadway approaches greater than 5% grades.

ADA Access Ramp Improvements Phase 7, Lake Forest

Douglas was the Project Manager for the City of Lake Forest's ADA Access Ramp Improvements Project. The project was funded utilizing a Community Development Block Grant (CDBG). The scope of work included constructing 37 access ramps that comply with current Americans with Disabilities Act (ADA) and the State of California Building Code (Title 24) standards and requirements. The project required surveying and documenting the current conditions of the existing ramps and hardscape improvements within the right-of-way, preparing construction documents, and providing engineering support for this Phase 7 ADA project. The project called for preparing the construction specifications with full details of each ramp including elevations, slopes and limits of construction, including storm water compliance documentation and project requirements, and the required CDBG construction documents.

Grand Avenue Beautification Project, Federal Project HPLUL-5455 (016) Diamond Bar

Douglas acted as the Construction Manager for the City of Diamond Bar for the Grand Avenue Beautification Project. The project consisted of traffic signal equipment replacement, landscape and irrigation improvements, decorative crosswalks, and asphalt pavement rehabilitation of Grand Avenue at Diamond Bar Boulevard and Grand Avenue at Longview Drive. New decorative traffic signal poles and mast arms were installed within in the existing right-of-way. Several signal foundations required removal and, due to utility locations, the placement of temporary signal equipment to place a new foundation in the same location. Two of the signal foundations required re-design and engineering calculations due to utility conflicts. A decorative City monument sign was installed east of the Longview Drive city limit, and decorative pre-cast concrete posts and wood rails were installed along the sidewalks and median islands. This was tied together with irrigation, landscaping, and tree wells with tree grates including in-ground up-lighting for the parkway trees, and median landscaping with decorative rocks set in a concrete bed. Work also included the installation of decorative sidewalks and ADA ramps with colored concrete and decorative pavers at each intersection. Due to the traffic volume on Grand Avenue, this work was scheduled and coordinated in two phases: inside and outside lanes over two weekends. The removals began on Friday evening, concrete was formed and poured on Saturday, pavers were installed on Sunday, and full traffic operations were restored Monday.



Stephen D. Bauer

Construction Inspector

Stephen has harnessed over 30 years of construction inspection experience including over 20 years of Caltrans Inspection experience, with 6 years of geotechnical experience, and 3 years of project management experience. He has served as an Assistant Resident Engineer, Assistant Structures Representative, and a Construction Inspector for Caltrans District 4, 5, 7, 8, 10, and 11. Stephen has conducted inspections on a variety of projects including: roadway rehabilitations, street beautification bridges, widening, sewer, water, utilities, drainage, electrical, street lights, traffic control, survey, roadway excavation, etc. Stephen is familiar with Caltrans Standard Specifications and Plans, he is detail-oriented, and has experience in scheduling programs such as: Primavera, Microsoft Projects, Project Planner/SureTrack. He is also familiar with HMA paving projects in regards to Caltrans and has worked on number paving projects. Furthermore, Stephen received special recognition as part of an emergency response team that successfully reopened the I-5 Freeway at the Templin Highway following several mudslides. Throughout his several years of experience, Stephen always advocated safety and quality at the jobsite, and his efficiency and accuracy have ensured the successful completion of any project.

Gardendale Street Rehabilitation Project, Downey

Stephen was the Inspector on the Gardendale Street Pavement Rehabilitation Project was funded through the federal Surface

Transportation Program—Local (STP-L), Measure R Local Return, and City of Downey Water Fund. This was a high-profile interagency project with the City of South Gate and City of Paramount, with the City of Downey acting as the lead agency. The proposed limits of work included a segment of Gardendale Street that is approximately 1.7 miles in length. The project location was in a primarily residential area, although there were some businesses within the project limits. The Los Angeles County Public Works has a Road Maintenance Division District & Office located at the Garfield Avenue and Gardendale Street intersection. Additionally, the limits include a segment of Gardendale Street that is a concrete overpass crossing the I-105 freeway. The work includes grind and overlay of Gardendale Street from Garfield Avenue to the Deming Avenue and reconstruction of the roadway from Deming Avenue to Lakewood Boulevard. The work also include PCC improvements, potable water system improvements including replacement of laterals, valves, meters, and hydrants, planting of parkway trees, and installing loop detection and replacing pavement striping and markings.

Grand Avenue Beautification Project, Federal Project HPLUL-5455 (016), Diamond Bar

Stephen provided inspection services to the City of Diamond Bar for the Grand Avenue Beautification Project. The project consisted of traffic signal equipment replacement, landscape and irrigation improvements, decorative crosswalks and asphalt pavement rehabilitation of Grand Avenue at Diamond Bar Boulevard and Grand Avenue at Longview Drive. New decorative traffic signal poles and



mast arms were installed within in the existing right-of-way. Several signal foundations required their removal, placement of temporary signal equipment to place the new foundation in the same location due to utility locations. Two of the signal foundations required re-design and engineering calculations due to utility conflicts. Work also included the installation of decorative sidewalks and ADA ramps with colored concrete and decorative pavers. A decorative City monument sign was installed east of Longview Drive city limit. Along with the monument sign, decorative pre-cast concrete posts and wood rails were installed along the sidewalks and median islands. This was tied together with irrigation and landscaping and tree wells with tree grates including in ground up-lighting for the parkway trees; and median landscaping with decorative rocks set in a concrete bed. Decorative colored concrete and interlocking paver crosswalks were installed at each intersection.

Residential Area 3 & Collector Street Rehabilitation Project, Diamond Bar

Stephen provided inspection services to the City of Diamond on the Residential Area 3 & Collector Street Rehabilitation Project. The project limits include 25 centerline miles of collector and residential streets bound by Pathfinder Road to the north and Tonner Canyon Road to the south. The project required rehabilitating the roadway utilizing AC dig-outs in extremely damaged areas and slurry seal/ chip seal on the remaining areas. The scope of work involved removing and replacing 28 ADA compliant curb ramps, removing existing depressed curb & ramp and constructing ADA compliant curb, gutter, and

sidewalk, removing and replacing 580 SF of cross gutters, grinding and replacing the existing asphalt concrete pavement to a depth of 2", and R&R 1,000 SF of existing asphalt concrete pavement to a depth of 6". Furthermore, work also included cold milling the existing pavement with a variable depth of 0" to 1.5", constructing asphalt concrete overlay, applying 50,300 SY of conventional chip seal, Type II slurry seal, adjusting 120 manhole frames and covers, and traffic striping and markings.

SR-99 Pavement Rehabilitation Project, Caltrans District 10

Stephen was the Assistant Resident Engineer and was assigned to Caltrans, District 10, to perform HMA inspection on a 26-mile long pavement rehabilitation project on SR-99, in Stanislaus County. His scope of work consisted primarily of AC lay-down inspection of gap-graded and rubberized HMA, and paving using the first Superpave mix design on a California Highway System. The project involved 100% of night work, which required extensive traffic control, as well as COZEEP coordination.

Highway 126 Widening & Drainage Improvements, Caltrans District 7

Stephen was an Assistant Resident Engineer and he was assigned to Caltrans, District 7, in Valencia, CA. Stephen's primary responsibilities included ensuring the contractor's application of SWPPP BMPs on various projects, a task made especially difficult by severe flooding during the rainy season. Stephen received special recognition as part of an emergency response team that successfully reopened I-5 at the Templin Hwy following several mudslides.



EXHIBIT B
APPROVED FEE SCHEDULE



**ONWARD ENGINEERING FEE PROPOSAL TO PROVIDE
CONSTRUCTION ENGINEERING, INSPECTION, AND LABOR COMPLIANCE
TO THE CITY OF MANHATTAN BEACH ON THE CDBG ACCESS RAMPS PROJECT**

Item No.	Project Tasks	Construction Manager Douglas Benash, PE, QSD	Construction Inspector Stephen Bauer	OE TOTAL FEE
		\$100	\$90	
		Hours	Hours	
PHASE I	Pre-Construction Phase			
1	Pre-construction Services	11	2	\$1,280
2	Pre-Construction Meeting	2	2	\$380
	Phase I Grand Total	13	4	\$1,660
PHASE II	Construction Phase*			
4	Construction Management/Labor Compliance (4 hours/day)	160		\$16,000
5	Construction Inspection (8 hours/day)		320	\$28,800
	Phase II Grand Total	160	320	\$44,800
PHASE III	Post-Construction Phase			
6	Submit Project Files/Project Closeout	30	6	\$3,540
	Phase III Grand Total	30	6	\$3,540
GRAND TOTAL		203	330	\$50,000

*This fee proposal assumes a construction schedule of 40 working days

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.