

AGREEMENT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT is made and entered into on this 16th day of June, 2015 ("Effective Date"), by and between the City of Manhattan Beach, a municipal corporation ("City") and AndersonPenna Partners, Inc., a California corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

- A. City issued Request for Proposals No. 1032-15 for On-Call Construction Management and Inspection Consultant Services (the "RFP").
- B. In response to the RFP, Consultant submitted a proposal dated March 18, 2015 (the "Proposal"), which proposal is incorporated herein by this reference.
- C. City desires to use the services of Consultant as an independent contractor to provide the on-call construction management and inspection services described in the RFP.
- D. Consultant represents that it is qualified and able 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 Consultant and Consultant desires to perform these services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Consultant's Services.

A. Scope of Services. Consultant 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. On-Call Services. Consultant acknowledges that (i) this Agreement is for *on-call* services; (ii) Consultant is one of three firms selected by City to provide the Services; (iii) City is under no obligation to assign any Services to Consultant pursuant to this Agreement; and (iv) any assignments to Consultant pursuant to this Agreement may not include all of the Services listed in the Scope of Services.

C. Assignment of Task. Assignments will be made via Task Order. Prior to issuing a Task Order, City will request a project specific proposal from Consultant. If City accepts the proposal City will issue the Task Order, assigning the task to Consultant. Consultant shall not commence performance of work or services until issued a Task Order by City.

D. Time for Performance. Consultant shall commence the Services upon issuance of a Task order pursuant to paragraph C of this Section 1. Consultant shall perform all Services by the deadline established in the Task Order or, if no deadline is established, with reasonable diligence.

E. Standard of Performance. Consultant 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.

F. Personnel. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

H. Prevailing Wage. Consultant acknowledges that some of the Services assigned to Consultant pursuant to a Task Order, including but not limited to inspection and land surveying work, may constitute "public works", as that term is defined in California Labor Code Section 1720. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto

Section 2. Term of Agreement. This term of this Agreement shall be from the Effective Date through June 15, 2018, unless earlier terminated as provided in Section 12 of this Agreement. City shall have the option, in its sole discretion, to extend the term for one additional year.

Section 3. Compensation.

(a) Total compensation paid to Consultant pursuant to this Agreement shall not exceed the sum of \$400,000, or such lesser amount as may be specified in the approved Task Order(s) issued pursuant to paragraph C of Section 1. The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(b) The method of payment for this Agreement will be based on lump sum. The total lump sum price paid Consultant will include compensation for all work and deliverables, including travel and equipment, described in the approved Task Order. No additional compensation will be paid to Consultant in excess of the amount set forth in the approved Task Order, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective until authorized by Task Order amendment approved by City.

(c) Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Task Order, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 12 - Termination.

(d) No payment will be made prior to approval of any work, or for any work performed prior to City issuance of a Task Order for such work.

(e) Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal or as otherwise directed by the Contract Administrator, and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions this Agreement. The final invoice should be submitted within 60-calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

Joe Parco, P.E.
City Engineer
3621 Bell Avenue
Manhattan Beach CA 90266

(f) Unless expressly provided for in the approved Task Order, Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant that are not expressly authorized by the approved Task Order will not be reimbursed by City.

Section 4. Independent Contractor. The Parties agree, understand, and acknowledge that Consultant is not an employee of the City, but is solely an independent contractor. Consultant expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide Workers' Compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the City. As such, Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own Workers' Compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this

Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 4.

Section 5. Assignment. This Agreement shall not be assigned, in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principals.

Consultant's responsible principal, Dino D'Emilia, P.E. shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. There shall be no change in Consultant's Responsible Principal or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement, without prior written approval by City's Contract Administrator.

(a) City's Responsible Principal (also known as "Contract Administrator" shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 7. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 8. Permits and Licenses. Consultant shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 9. Interests of Consultant.

(a) Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

(b) Consultant further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Consultant warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 10. Insurance. [Check if Applicable]

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Services required by this Agreement.

3. Workers' Compensation insurance as required by the State of California.

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials,

employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Consultant's insurance and shall not contribute with it.

3. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail thirty (30) days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Consultant shall within two (2) business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Consultant shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Consultant shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 11. Indemnification.

(a) **Indemnity for Design Professional Services.** To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, 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 reasonable fees of attorneys or other professionals and all costs associated therewith, and reimbursement of reasonable 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 Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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. Consultant 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2. Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or

indemnification arising under this Subparagraph B. 2).

3. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant'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.** Consultant's obligations under this Section 11, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

(d) **Insurance Requirements not Limiting.** City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification 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 11 shall survive the expiration or termination of this Agreement.

Section 12. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Consultant written notice. Upon receipt of that notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the

percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 13. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Services.

Section 14. Information and Documents.

(a) Consultant covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Consultant 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 work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Consultant's permission.

(d) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts 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. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said 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 (3) years after receipt of final payment.

(e) Consultant's covenants under this Section shall survive the termination of this Agreement.

Section 15. Default.

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Consultant with written notice of the default. Consultant shall have ten (10) days after service upon it of such notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

Section 16. 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.

Section 17. 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.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Consultant must be made in writing and approved by both Parties.

Section 19. 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.

Section 20. 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.

Section 21. 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.

Section 22. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: Mark Danaj, City Manager

If to Consultant: AndersonPenna Partners, Inc.
1225 W. 190th Street, Suite 255
Gardena, CA 90248
Attn: Dino D'Emilia, PE

Section 23. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Section 25. Amendment.

This Agreement may be amended or modified only by mutual written agreement of the parties. Consultant shall only commence work covered by an amendment after the

amendment is executed and notification to proceed has been provided by City's Contract Administrator.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 28. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, including Contractor's Proposal, the provisions of this Agreement shall prevail.

Section 29. Federal Provisions. The provisions set forth in **Exhibit C** are incorporated herein as though set forth in their entirety. Notwithstanding Section 28 of this Agreement, in the event of any discrepancy between the express provisions of this Agreement and the provisions of **Exhibit C**, the provisions of **Exhibit C** shall prevail.

Section 30. 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 said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 31. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 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.

Section 33. Diligent Performance. For and in consideration of the payments to be made, conditions mentioned, and work to be performed; City and Consultant each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONSULTANT:

Mark Danaj
City Manager



Dino D'Emilia
Vice President

AndersonPenna Partners, Inc.

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

EXHIBIT A

STATEMENT OF WORK

4.2 SPECIFIC ITEMS OF WORK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

4.2.1 Scope of Work – Construction Project Management¹

Knowledge and Skills Required

- Strong administrative and management skills
- Knowledge of business and contracts
- Knowledge of construction materials and methods
- Field supervisory experience
- Good communication and negotiation skills Ability to prepare detailed cost estimates Ability to develop detailed schedules

General Services

- Provide overall Project coordination and Project Team management. Monitor Project Team performance relative to contractual obligations.
- Provide regular Project budgeting, scheduling, cost accounting and reporting (with input from others as required).
- Prepare monthly reports addressing project progress and issues.
- Propose, develop and implement Project quality assurance plan (e.g., testing and inspection program, etc.). Schedule and conduct progress meetings and issue minutes and action lists as required.
- Maintain project files and records, including a Project directory with names, addresses, phone and fax numbers
- and responsibilities of all individuals and organizations associated with the Project. Prepare, review and process monthly contractor pay requests.
- Provide advice and assistance in resolving claims and disputes.
- Recommend and monitor appropriate levels of budget contingency required during all phases of the project. Monitor, guide and advise the City as to compliance with the requirements of state and federal funding agencies. Prepare paperwork for compliance as required.

Pre-Construction

- Working with City staff and design engineers, finalize project bidding and procurement strategies. Finalize all bid packages and phasing techniques.
- Qualify and recommend potential contractors, assist the City to prepare and issue the Notice Inviting Bids, assist in the evaluation of written proposals and conduct interviews to assist the City in selecting the Contractor; Assist City in the negotiation of the construction contract(s).
- Update the Master Schedule to reflect the current Project plan. Prepare both graphic and numeric reports. Distribute to all members of the Project team.

¹CM services outline developed by Ajax Consulting Services LLC and modified by the City

Construction

- Organize and direct a preconstruction meeting with the Contractor, Design Engineer and other consultants and the City as appropriate. Review Project organization, lines of authority and Project procedures.
- In collaboration with the Contractor, develop a construction schedule outlining start and finish dates for procurement and construction activities. Establish major milestones for each segment of the work. Update the Master Schedule as appropriate to incorporate such activities and dates.
- Review Contractor's updates to the construction schedule. Observe construction progress and report deviations from the schedule which will jeopardize job progress. Work with Contractor to develop recovery plans. Update the Master Schedule as appropriate to incorporate such activities and dates.
- Establish/confirm the schedule for the purchase, fabrication, inspection, delivery and installation of materials, furnishings, fixtures and equipment.
- Review the capabilities of proposed subcontractors and evaluate their suitability. Evaluate proposed procedures and equipment prior to use.
- Observe Work in progress for conformance with plans and specifications and report defects and deficiencies. Coordinate the work of separate contractors engaged by City.
- Assist in the selection of independent testing agencies. Coordinate their work, review their reports and make recommendations regarding their findings.
- Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, testing and inspection reports, etc. Maintain a file of all Project correspondence, directives and meeting minutes.
- Maintain or cause to be maintained daily job site reports recording weather, numbers of workmen, equipment in use, general activities completed and special occurrences (e.g. accidents, injuries, etc.).
- Monitor delivery and review of shop drawings and submittals and expedite approvals of same. Maintain (or cause to be maintained) submittal/approval logs and sets of all such documents and samples.
- Monitor and coordinate design team site visits and responses to Contractor requests for information. Monitor Contractor performance as to cost, quality and schedule.
- Attend regular job site meetings with all City and Contractor representatives and City consultants as appropriate; discuss job progress, track and record key actions and decisions and prepare and/or review meeting minutes as required.
- Visit off-site fabrication facilities as required (out-of-pocket cost of such trips is a reimbursable expense). Prepare monthly reports addressing project progress and any quality, cost and schedule issues.
- Identify and attempt to resolve construction issues/disputes as they arise and prior to engagement of legal counsel to handle the matter.
- Support the City in the defense and resolution of any claims related to the Project. Assemble and analyze data as required for such defense.
- Assist in the processing of any claims, payments and rebates related to City's insurance.
- Develop and implement a procedure for the review and processing of Contractor payment requests. Review Contractor's schedule of values for use in processing payments.
- Develop and implement a system for the preparation, review and processing of construction change directives and change orders. Estimate the cost of all change orders and negotiate them

with the Contractor on behalf of the City. Identify and recommend to City changes that will save time or money or improve quality.

- Retain material and field testing agencies as required on behalf of City (cost of testing is a reimbursable expense). Recommend and oversee corrective and recovery measures, as required.
- Review all FF&E documents and purchase orders for design and budget compliance. Coordinate construction activities with FF&E delivery and installation.
- Maintain an accurate, up-to-date construction cost accounting system. Include costs of contracts, direct purchased materials and other appropriate items. Make revisions to incorporate approved changes as they occur.

Project Close-Out

- In collaboration with the Contractor, develop a detailed schedule of close-out activities, including punch lists, equipment testing, start-up procedures and occupancy. Incorporate such schedule into the Master Schedule and distribute it to all Project team members as appropriate.
- Monitor and confirm Contractor compliance with all turnover requirements.
- Schedule and direct inspections to develop punch lists. Establish dates of Substantial and Final Completion. Coordinate, catalogue and confirm delivery to City of all keys, manuals, warranties, as-built drawings, plans and specifications, lien releases, attic stock materials, etc.
- Work with the Contractor to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Verify the payment of retainages.
- Schedule and monitor all product and equipment demonstrations and training. Monitor initial start-up and testing of all systems to confirm compliance with specifications.
- Coordinate performance of corrective and warranty work.

4.2.2 Scope of Work – Inspection services

In general, construction inspection services shall conform to the most current edition of the Public Works Inspectors Manual, written by Silas B. Birch, Jr. and published by BNi Building News.

The construction inspection services will include but are not limited to:

1. Represent the City in dealing with the contractor
2. Provide quality assurance inspections
3. Maintain project documentation including but not limited to: project quantities, progress payments, change orders, submittals, and requests for information.
4. Contract administration
5. Coordinate with materials testing providers
6. Coordinate with the utility companies
7. Provide video and photographic documentation of project progress
8. Review construction schedule including baseline schedule and all updates; verify that schedules are in accordance with the contract documents.
9. Verify quality and content of work produced complies with contract documents
10. Identify non-compliant work for correction
11. Ensure that work progresses in compliance with safety regulations and requirements
12. Ensure that work progresses in conformance with permit conditions
13. Ensure that project documentation is accurate and current per City, Caltrans, and FHWA requirements for a federally funded project.

14. Know the plans and specifications and permit requirements
15. Verify quantities for payment
16. Review and recommend progress payments
17. Review Contractor's submitted Traffic Control Plan and Detour Plan for compliance with the contract documents and for completeness and adequacy to accommodate traffic during each planned stage of construction. Insure that the Contractor is adhering to the approved Traffic Control Plan and Detour Plan during construction.
18. Review pertinent approved submittals/shop drawings, requests for information and materials releases
19. Review staking notes/field layout prior to work beginning
20. Review requests for change orders and make recommendations to the City
21. Document time and materials in connection with change orders
22. Review and understand any revised plans
23. Keep a daily construction log and notes in conformance with industry standards
24. Ensure that notation is made of any deviations from the plans and specifications for use developing the as-built plans. At the end of constructions provide a set of marked-up as-built plan for each project.
25. Know and understand the requirements imposed by virtue of the federal funding; understand the requirements in the Caltrans Local Assistance Procedure Manual and FHWA requirements.
26. Prepare all documentation required for federally funded projects and assist the City staff during any audit performed by state or federal agencies
27. Provide positive public relations in dealing with the community and residents
28. Participate in all public meetings
29. Ensure a safe work site for the public
30. Hold and in charge of weekly construction meetings with all stake holders
31. Maintain proper cooperation with personnel from County agencies that have jurisdiction over the slope, bike path and beach
32. Prepare documentation needed for project closeout
33. Obtain required closeout documents from Contractor

4.2.3 Description of Required Services

All construction work shall be performed in conformance with the State of California, Los Angeles County and/or City of Manhattan Beach policies, procedures and standards. Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

EXHIBIT B
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, Consultant 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", Consultant 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. Consultant 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. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor cease to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify the City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant 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 Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) 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 Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant 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 the City of the location of the records.

8. Consultant 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. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant 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 Consultant 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 Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify the City.

10. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 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 8 hours per day at not less than 1 1/2 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, Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant 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. Consultant 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. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to the City) the 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 Consultant, 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 Consultant under this Section shall survive the termination of the Agreement.

EXHIBIT C

REQUIRED FEDERAL PROVISIONS

ARTICLE I - CONSULTANT'S REPORTS OR MEETINGS

- A. Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. Consultant's Project Manager shall meet with City's Contract Administrator, as needed, to discuss progress on the Agreement.

ARTICLE II - FUNDING REQUIREMENTS

- C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- D. This Agreement is valid and enforceable only, if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner.
- E. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- F. City has the option to void the Agreement under the 30-day cancellation clause, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE III - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the Agreement has a DBE goal, Consultant must meet the goal by using DBEs as subcontractors or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met.

A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f). Consultant shall comply with the requirements of Exhibits 10-J and 17-F

of the Caltrans Local Assistance Procedures Manual, copies of which are attached hereto and incorporated herein.

ARTICLE IV - COST PRINCIPLES

- G. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- H. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- I. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

ARTICLE V - CONTINGENT FEE

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE VI - RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subcontractors, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE VII - DISPUTES

- J. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by Consultant.
- K. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- L. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

ARTICLE VIII - AUDIT REVIEW PROCEDURES

- M. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- N. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- O. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

ARTICLE IX - SUBCONTRACTING

- P. Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- Q. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- R. Any substitution of subcontractors must be approved in writing by City's Contract Administrator prior to the start of work by the subcontractor.

ARTICLE X - EQUIPMENT PURCHASE

- S. Prior authorization in writing, by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract

exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

- T. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- U. Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- V. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XI - INSPECTION OF WORK

Consultant and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

ARTICLE XII - SAFETY

- W. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- X. Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all

reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- Y. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE XIII - OWNERSHIP OF DATA

- Z. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Consultant shall furnish City all necessary copies of data needed to complete the review and approval process.
- AA. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- BB. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- CC. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE XIV - CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- DD. If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- EE. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
- FF. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

GG. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE XV - CONFIDENTIALITY OF DATA

HH. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

II. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

JJ. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

KK. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

LL. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

MM. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than City.

ARTICLE XVI - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

ARTICLE XVII - EVALUATION OF CONSULTANT

Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

ARTICLE XVIII - STATEMENT OF COMPLIANCE

- NN. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- OO. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XIX - DEBARMENT AND SUSPENSION CERTIFICATION

- PP. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
- QQ. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- RR. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XX - STATE PREVAILING WAGE RATES

- SS. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with the California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- TT. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXI - CONFLICT OF INTEREST

- UU. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
- VV. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- WW. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- XX. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- YY. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

ARTICLE XXII - REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXIII - NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

ARTICLE XXIV – ADDITIONAL REQUIREMENTS

The completed Exhibits 10-F, 10-I, 10-01, and 10-P of the Caltrans Local Assistance Procedures Manual are attached hereto and incorporated herein.



ANDERSON · PENNA
 · PARTNERS IN PROJECT DELIVERY ·
AndersonPenna Partners, Inc.
CORPORATE RESOLUTION

At a Board Meeting of the Directors of the Corporation, duly called and held on January 29, 2015, at which a quorum was present and voting, authorization to bind the Corporation was granted to the following Corporate Officers of AndersonPenna Partners, Inc.:

NAMES	TITLES	AUTHORIZED
Lisa M. Penna	Chief Executive Officer/President	Yes
Angelique M. Lucero	Chief Financial Officer/Secretary	Yes
David R. Anderson	Executive Vice President	Yes
Dino P. D'Emilia	Vice President	Yes

ACTIONS AUTHORIZED. Any of the authorized persons listed above may enter into contracts binding the firm with Lenders, Clients, and Subconsultants, and others as required.

The following individuals are authorized to conduct all banking transactions including signing of checks and transferring funds.

NAMES	TITLES	AUTHORIZED
Lisa M. Penna	Chief Executive Officer/President	Yes
Angelique M. Lucero	Chief Financial Officer/Secretary	Yes
David R. Anderson	Executive Vice President	Yes

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CORPORATE SEAL. The Corporation seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and may be relied on it until written notice of its revocation has been delivered. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, the undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records of the Corporation, duly formed pursuant to the laws of the State of California, and I have hereunto set my hand and attest that I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct.

This Corporate Resolution authorizing individuals allowed to bind the Corporation is dated January 29, 2015.

CERTIFIED TO AND ATTESTED BY:


 Angelique M. Lucero, Secretary

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810	CONTACT NAME: PHONE (A/C, No, Ext): 714 427-6810		FAX (A/C, No): 714 427-6818
	E-MAIL ADDRESS:		
INSURED AndersonPenna Partners, Inc. 20280 Acacia Street, #100 Newport Beach, CA 92660	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co. of Conn		25682
	INSURER B : Travelers Property Casualty Co		25674
	INSURER C : Catlin Specialty Ins. Co.		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTH	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6803052L77A General Liab. excludes claims arising out of the performance of professional services	08/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY		BA3053L556	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB		CUP6874Y728	08/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB3708T659	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made		AED6770380815	08/01/2014	08/01/2015	\$1,000,000 per claim \$2,000,000 annl aggr. \$35,000 Ded. per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General Liability policy excludes claims arising out of the performance of professional services.
 Excess Liability Coverage Excludes Professional Liability
 30 Day Notice of Cancellation/10 Day notice for Non-Payment of Prem
 Re: All operations as performed by the named Insured.
 City, its officers, officials, employees, designated volunteers and agents serving as independent
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Manhattan Beach Attn: City Manager 3621 Bell Avenue Manhattan Beach, CA 90266	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Karin Ortop</i>
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DESCRIPTIONS (Continued from Page 1)

contractors in the role of City officials is/are additional insured as respects to General and Auto Liability as required by written contract. Primary and Non-Contributing coverage, Waiver of subrogation applies to General Liability as required by written contract. Waiver of Subrogation or Rights applies to Workers Compensation policy only as required by a written signed contract prior to any loss occurring.

Separation of Insureds

Except with respect to the Limits of Liability in this Liability Coverage Part and any rights or duties specifically assigned in this Liability Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- Separately to each Insured against whom the claim or "suit" is brought."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AndersonPenna Partners, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB3708T659

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

City of Manhattan Beach
Attn: City Manager
3621 Bell Avenue
Manhattan Beach, CA 90266

Job Description:

Any person or organization for which the Insured has completed a written agreement to provide this waiver"

DATE OF ISSUE: 08/01/2014



Billing Rate Schedule

Rate Schedule for Negotiated Rate Format Contracts / Tasks⁶

Construction Services	Regular Time ⁴	Overtime		
		Mon – Fri ²	Saturday ³	Sunday/Holiday
Staff	Rate ¹			
Principal	\$175	n.a.	n.a.	n.a.
Project / Construction Manager, Resident Engineer	\$145 - \$165	n.a.	n.a.	n.a.
Structures Representative	\$152 - \$175	n.a.	n.a.	n.a.
Office / Project Controls Engineer	\$85-\$125	n.a.	n.a.	n.a.
Labor Compliance / Documents Control	\$78 - \$118	n.a.	n.a.	n.a.
Public Works Inspector (<i>Prevailing Wage</i>) ⁵	\$114	\$160	\$160	\$194
Public Works Inspector (<i>Non Prevailing Wage</i>)	\$92 - \$105	\$138 - \$158	\$138 - \$158	\$167 - 189
Building Inspector (<i>Non Prevailing Wage</i>)	\$85 - \$110	\$127 - \$165	\$127 - \$165	\$153 - \$198

- ¹ The above hourly rates include wages, fringe and general & administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. A 4 hour minimum callout applies.
- ² Rate applies to the first four hours of overtime during the week; all overtime in excess of four hours is paid at the Sunday/Holiday rate.
- ³ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.
- ⁴ Regular Time Rates are subject to a 3% per year escalation.
- ⁵ Prevailing Wage Rates are subject to increases pursuant to the State of California’s Department of Industrial Relations Wage Rate Determination, assumed at \$2.00 per hour plus associated overhead and profit, per annum.
- ⁶ See Attached Exhibit 10-H for LAPM required “Specific Rates of Compensation” rate calculations.

Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus 5 percent to cover overhead and administration. Travel charges to a casting/ fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Non-commuting mileage required for travel on the project and to and from locations other than the project site are billed at the allowable IRS mileage reimbursement rate (currently \$0.56 per mile).

Fees for expert witness services: Charged at \$300.00 per hour with a 4-hour minimum per day.

Fees for standby services: Each 8-hour increment that a staff member is on stand-by Monday through Friday = 1 hour of pay. Standby on Saturday and Sunday (i.e., 24-hours) = four hours of regular pay for each day.

Fees for subconsultant services: Billed at actual cost plus 10 percent to cover overhead and administration.

Payment Terms: A late payment finance charge at a rate of 12 percent per annum will be applied to any unpaid balance commencing 60 days after the date of original invoice. Should the Contract duration be extended beyond the term noted above, rates will be subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business, as mutually agreeable to the parties and approved via Contract amendment prior to implementing higher rates.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Building Code Inspection
- Specialized Software (other than MS Office Suite & MS Project)
- Surveying, construction staking, monument establishment or preservation
- Design services and responsibilities
- Materials, soils and/or hazardous materials testing or monitoring
- Construction Labor, Materials and/or Equipment
- Copies of plan and specifications or other oversized drawings

Exhibit 10-H Cost Proposal

Specific Rate of Compensation (Use for On-call or As-Needed Contracts)
(Construction Engineering and Inspection Contracts)

Consultant: AndersonPenna Partners, Inc. Contract No.:

Date: 3/18/2015

Fringe Benefit % 48.11%

Overhead % 53.92%

Combined Indirect Cost Rate (ICR) % 102.03%

FEE % = 8.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Regularly Hourly Billing Range - for classifications only
	Straight	OT(1.5x) OT(2x)	From	To			
Principal in Charge	\$174.55	N/A	4/1/2015	3/30/2016	\$80.00		
	\$179.79	N/A	3/31/2016	3/31/2017	\$82.40	3.00%	Not Applicable
	\$185.18	N/A	4/1/2017	4/1/2018	\$84.87	3.00%	
Construction Manager / Resident Engineer	\$163.64	N/A	4/1/2015	3/30/2016	\$75.00		\$145-177.00
	\$168.55	N/A	3/31/2016	3/31/2017	\$77.25	3.00%	
	\$173.61	N/A	4/1/2017	4/1/2018	\$79.57	3.00%	
Assistant Resident Engineer / Structures Representative	\$157.10	N/A	4/1/2015	3/30/2016	\$72.00		\$152-175.00
	\$161.81	N/A	3/31/2016	3/31/2017	\$74.16	3.00%	
	\$166.67	N/A	4/1/2017	4/1/2018	\$76.38	3.00%	
Assistant Resident Engineer / Office Engineer	\$98.19	N/A	4/1/2015	3/30/2016	\$45.00		\$85.00 - \$127.00
	\$101.13	N/A	3/31/2016	3/31/2017	\$46.35	3.00%	
	\$104.17	N/A	4/1/2017	4/1/2018	\$47.74	3.00%	
Labor Compliance/Documents Control	\$82.91	N/A	4/1/2015	3/30/2016	\$38.00		\$78.00 - \$118.00
	\$85.40	N/A	3/31/2016	3/31/2017	\$39.14	3.00%	
	\$87.96	N/A	4/1/2017	4/1/2018	\$40.31	3.00%	
On-call Public Works Inspector*	\$113.90	\$159.46	4/1/2015	7/5/2015	\$52.20		
	\$118.26	\$165.56	7/6/2015	6/30/2016	\$54.20	\$ 2.00	Not Applicable
	\$122.62	\$171.67	7/1/2016	6/30/2016	\$56.20	\$ 2.00	
	\$118.26	\$165.56	7/1/2016	6/30/2017	\$54.20	\$ 2.00	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*) (escalation assumes \$2/hour increase per year similar to recent determinations)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Exhibit 10-H Cost Proposal

Specific Rate of Compensation (Use for On-call or As-Needed Contracts)
(Construction Engineering and Inspection Contracts)

Consultant: AndersonPenna Partners, Inc. Contract No.: _____ Date: 2/20/2015

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT ANDERSONPENNA PARTNERS, INC.	UNIT	UNIT COST	TOTAL (2 YEARS)
Special Tooling			
A.			
B.			
C.			
Travel			
A. Inspection Vehicle	1 month	1,100.00	26,400.00
B.			
C.			
PRIME TOTAL ODCS =			26,400.00

Proposal to provide



Professional On-call Construction Management and Inspection Consultant Services

State and Federally Funded Infrastructure Projects



March 18, 2015

Submitted by:





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On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

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March 18, 2015

City of Manhattan Beach
Attn: Joe Parco, PE
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: Proposal for On-call Construction Management and Inspection Consultant Services for State and Federally Funded Infrastructure Projects (2.1 Cover letter)

Dear Mr. Parco,

AndersonPenna Partners, Inc. (APP) understands the City of Manhattan Beach's need to engage consultant services that will be proactive and responsive in the delivery of state and federally funded infrastructure projects. Capital Projects bring time sensitive and dedicated resource requirements that challenge limited local agencies' resources. APP offers a team experienced in meeting these challenges, along with specific expertise and understanding of multi-disciplinary public works projects as well as extensive experience delivering identical services on similar federally funded projects.

APP is a California corporation that has been in business since 2005, and are a woman-owned DBE and Certified SBE. We are headquartered in Newport Beach, CA with more than 60 employees operating out of Southern California. APP's Federal Employer I.D. Number is 20-3110850. APP owners include Lisa M. Penna, PE, QSD; David R. Anderson, PE; and Angelique Lucero. APP has no failures or refusals to complete contracts and has no additional financial interests in other lines of business. Additional qualifications of our firm can be found in section 2.1 Introduction of this proposal.

We realize the City has several qualified consulting teams to choose from when evaluating the proposals for this on-call contract and we present herein why the APP team is best suited for this project. Our team has researched and is familiar with the City's operations and will successfully deliver a high profile, high impact project. We have proven capabilities to provide the expertise required for any small or large scale public works capital improvement project.

APP has hand-picked a team that has exceptional and relevant experience to provide comprehensive construction management, inspection, federal fund administration, and contract labor compliance services that will result in a streamlined project experience.

By selecting the exceptionally qualified APP team, the City will gain access to:

- A principal-in-charge who brings more than 30 years delivering high profile public agency projects of nearly identical type, magnitude and complexity in nearby Southern California cities as well as successfully managing many federally funded construction projects
- Several highly competent and experienced licensed construction managers who have numerous years of experience and excellent history of success delivering identical services on similar federally funded projects throughout Southern California
- Seasoned public works inspectors who bring extensive experience with roadway widening / rehabilitation / beautification and with a keen understanding of the extensive public relations efforts required on such projects

City of Manhattan Beach

March 18, 2015

Page 2

- A project/documents control and labor / federal contract compliance support team with extensive experience assisting local cities with federal funding requirements and the Caltrans Local Assistance Procedures Manual (LAPM) fund administration process
- A firm with an exceptional track record in cities throughout Southern California

We have provided information regarding completed and ongoing comparable contracts that APP has entered into during the last five years in our proposal's Section 2.4 References on pages 32 to 35. We have included start-end dates, type of contract, contracting agency, a project description, identified the project manager and developer for each project as well as provided project images as requested in the RFP.

In addition, APP recently performed identical services on the successful completion of City of Bellflower's Downey Avenue Pavement Rehabilitation, West Branch Greenway Landscape Improvements Projects, City of Torrance's Del Amo Boulevard Extension and Crenshaw Boulevard Rehabilitation, and several other projects funded in whole or in part with federal ARRA and other source grants. APP also has recently, or is currently providing project management, construction management, and inspection services to many Southern California local agencies, including the cities of Manhattan Beach, Alhambra, Azusa, Burbank, Carson, Compton, Inglewood, La Canada Flintridge, Long Beach, Lomita, Pomona, Norwalk, Torrance, Signal Hill, Costa Mesa, Fountain Valley, Newport Beach, Laguna Beach, Laguna Hills, Lake Forest and Tustin. Our team members have also provided various similar services to the cities of Santa Monica, Los Angeles, Hermosa Beach, Anaheim, Inglewood, and Carlsbad.

With extensive experience on similar assignments for a variety of local agencies and consulting firms, Dino D'Emilia, PE will lead as the construction manager. Dino has performed project and/or construction management services for numerous Los Angeles County cities for the successfully completed and very similar projects highlighted above. He served as the construction manager for the City of Torrance's federally funded Del Amo Boulevard Extension, Phase 2 Project. Dino also served as the project manager and resident engineer for the federally funded Alameda Corridor-East Transportation Authority and oversaw multiple contract packages for the construction of safety improvements and federal demonstration projects throughout the San Gabriel Valley as well as the La Brea Avenue Pavement Reconstruction, Phase 1 Project. Dino has extensive experience performing similar services for many Southern California cities on state and federally funded projects.

We have included the following forms in Section 2.7 Proposal Forms of our proposal: Addendum 1, Addendum 2; Non-collusion Affidavit; Certification of Proposal; Consultant Insurance Requirement; Exhibit 10-O1; and Exhibit 10-Q. We have provided our 2.6 Compensation/Payment Schedule and Exhibit K - Consultant Certification of Contract Costs and Financial Management System in separately sealed envelopes.

AndersonPenna's contractual contact during the proposal period is:

Mr. Dino D'Emilia, PE
Vice President, Construction Services
AndersonPenna Partners, Inc.
Gardena office: 1225 W. 190th Street, Suite 255, Gardena, CA 90248
Newport Beach office: 3737 Birch Street, Suite 250, Newport Beach, CA 92660
Cell: (714) 458-0703, Email: ddemilia@andpen.com

We are sure you will find our statement of qualifications to be comprehensive, complete and responsive to the RFQ you have issued for the On-call Construction Management and Inspection Consultant Services contract. We look forward to being invited to further discuss our team's qualifications and to work with the City on the successful delivery of these on-call projects.[DD1]

The APP Team is excited about this opportunity to perform comprehensive construction management and inspection services for the City of Manhattan Beach.

City of Manhattan Beach

March 18, 2015

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Respectfully submitted,
AndersonPenna Partners, Inc.



Dino D'Emilia, PE
Vice President, Construction Services



2.1.1 Company Data

AndersonPenna Partners, Inc.

AndersonPenna Partners, Inc. (APP) specializes in project delivery through project management and construction management for local and regional public agencies and special districts throughout the western United States. With an emphasis on practical, experienced and cost effective solutions, APP capabilities range from local agency public works improvements, to major transportation projects and public building facility projects, as well as managing multi-project capital improvement programs for public agencies. Our clients range from various cities and counties to transportation agencies and special districts. Our team of professionals provides construction oversight and inspection, project and construction management, grant application and management, and civil engineering planning and design. APP also provides staff augmentation for public works and planning departments, federal compliance for ARRA and other federally funded projects, railroad bridge inspection and rating, and peer plan review/plan check services.



We are a California corporation that has been in business since 2005, and are a woman-owned DBE and Certified SBE. We are headquartered in Newport Beach, CA with more than 60 employees and we recently opened a South Bay office in Gardena, CA. The company’s team of professionals provides project and construction management, construction oversight and inspection, grant application and management, and engineering.

2.1.1 Company Data		
Official Name/Address	AndersonPenna Partners, Inc. 3737 Birch Street, Suite 250 Newport Beach, CA 92660	
Point of Contact	Dino P. D’Emilia, PE 1225 W. 190 th Street, Suite 255 Gardena, CA 90248	
Type of Entity	S Corporation	
Federal Employer ID	20-3110850	
Address/Phone/Fax	3737 Birch Street, Suite 250 Newport Beach, CA 92660 (949) 428-1500 fax: (949) 258-5053	1225 W. 190 th Street, Suite 255 Gardena, CA 90248 (310) 359-1203 fax: (949) 258-5053
State of incorporation	California	
Firm Ownership	The proposer is not totally or partially owned by another business organization.	
Years in business	Ten years	
Years of experience	Ten years as AndersonPenna Partners, Inc. (Staff members in the business for up to 40 years.)	
Comparable contracts	Please see Section 2.4 References for all comparable contracts entered into in the last five years.	
Contract failures/refusals	None	
Owner’s names	Lisa M. Penna, PE – President/CEO David R. Anderson, PE – Executive Vice President, Engineering Services Angelique Lucero – Chief Financial Officer	
Financial interests	None	



On-call Construction Management and Inspection Consultant Services for Infrastructure Projects

Our construction management and inspection team has worked throughout California and includes experienced construction managers, construction inspectors, resident engineers, structures representatives, office engineers, labor compliance specialists, public works and structural inspectors, utility coordinators, and project and documents control support staff. We specialize in the successful delivery and audit-proof reimbursement of local agency projects that utilize all types of funding.

Key staff assigned to projects are experienced in providing construction management services on public projects for many local agencies and transportation authorities. The APP Team consists of qualified staff that will undertake the construction management services for the proposed improvements using a highly qualified and responsive team. By design, our staff is comprised of professionals with extensive experience working directly for public agencies. Our familiarity and know-how gained by working side-by-side with local agency staff, in developing collaborative relationships with community and business stakeholders, **and by partnering effectively with state and federal regulatory agencies**, delivers successfully completed projects and services, well-managed budgets, and thoroughly satisfied stakeholders and clients.

APP tailors its management approach to carefully monitor program effectiveness, and closely track work quality, quantity, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed, complete ownership of all aspects.

A summary of APP Professional Services include:

- Construction management and inspection services
- Project management and staff augmentation for public works/planning
- Civil design services
- Financial consulting, assessment district formation and grants administration
- Energy efficiency

Federally Funded Project Experience

APP construction management staff has extensive experience working on federally funded projects including construction contract administration and Caltrans Local Assistance Procedures Manual expertise. Federally funded projects, in Southern California, our staff has been involved include:

- Downey Avenue Rehabilitation, City of Bellflower
- Cherry Avenue Widening (19th Street to 230-foot south of Pacific Coast Highway), City of Signal Hill
- Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, City of Torrance
- Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), City of Laguna Beach
- Congresswoman Juanita Millender-McDonald Community Center Refurbishment/Upgrade, City of Carson
- ADA Access Ramp Improvements Phase V, City of Lake Forest
- LTA Phase 1 AC Overlay, County of Imperial
- 2014 HUD Street Improvement Project, Various Locations, City of Alhambra
- Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance
- West Branch Greenway Landscaping, City of Bellflower,
- Boys and Girls Club ADA Improvements, City of Fountain Valley
- ADA Wash Room Improvements to Existing Fountain Valley Recreation Center, City of Fountain Valley
- City-Wide Energy Efficiency Program, City of Fountain Valley
- On-call Project Delivery Services for the City's Capital Improvement Program (CIP), Energy Efficient Units Grant Administration and Construction Management, City of Laguna Beach



On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

2.3 Resumes and Qualifications of Personnel

2.4 References

2.5 Overview and Approach

2.6 Compensation/Payment Schedule

2.7 Proposal Forms



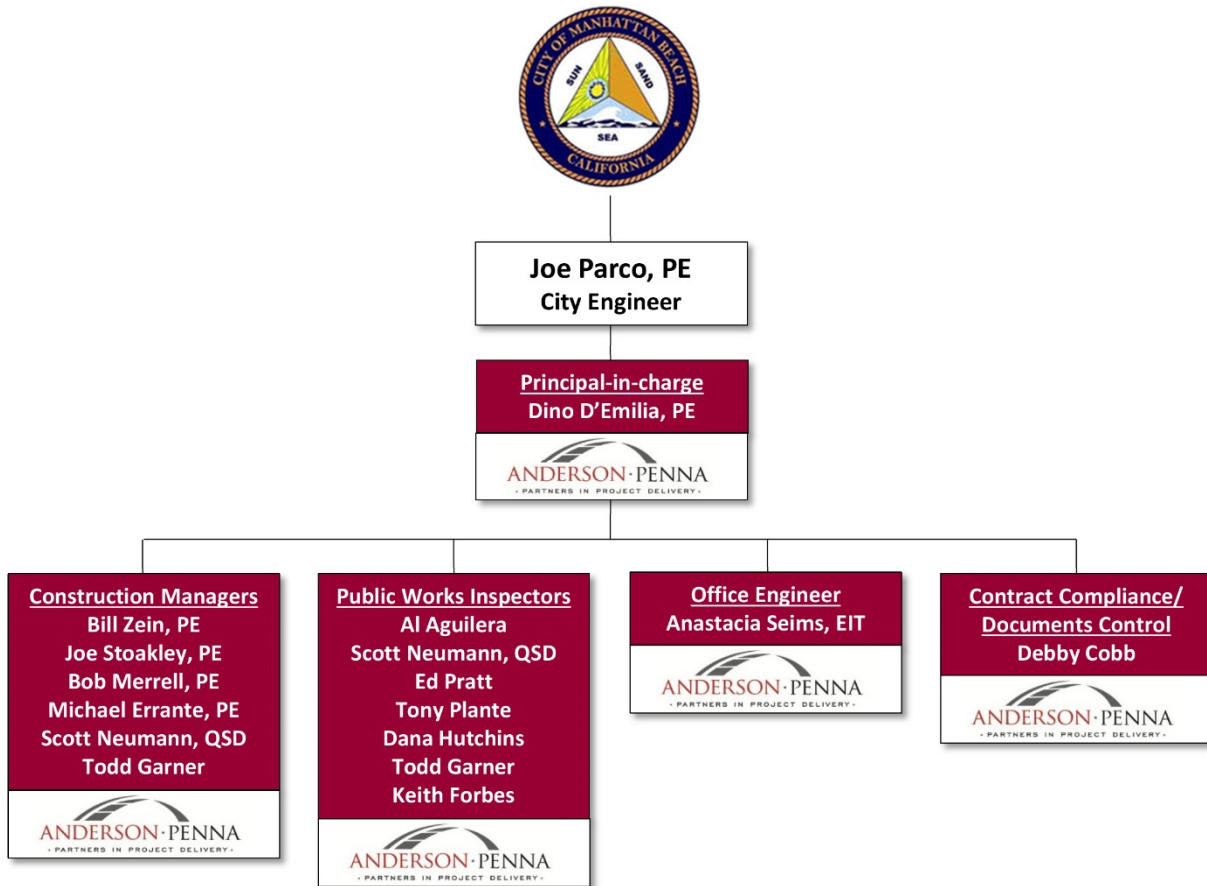
2.2 Organization Chart

APP proposes to provide the City of Manhattan Beach with an experienced team committed to providing responsive service, staffed with highly qualified individuals with the expertise to build quality projects. Our key project team members have extensive experience successfully delivering federally funded projects in compliance with the **Local Assistance Procedures Manual** for many Southern California public agencies. APP brings a qualified team that function as the City Engineer’s extension, providing the necessary services during construction. Resumes for individual team members committed to the duration of this contract follow the organization chart.

DBE Requirements

APP is a California corporation that has been in business since 2005 and is a certified DBE and SBE. We will be providing 100 percent of the DBE requirement as documented in Exhibit 10-1 in the Required Forms section of this proposal. Being a certified DBE, APP proposes to provide the principal-in-charge, construction managers, inspectors, and the contract compliance / documents control specialist.

Organization Chart





Familiarity with LAPM, Federal Procedures and Federally Funded Projects

Our qualified team member's demonstrated success completing federally funded projects is illustrated below.

Key Personnel	Federally Funded Project Experience
Dino D'Emilia, PE	
Principal-in-charge	<ul style="list-style-type: none"> ▪ Downey Avenue Rehabilitation, City of Bellflower ▪ West Branch Greenway Landscaping (ARRA), City of Bellflower ▪ Cherry Ave. Widening (19th Street to 230-foot south of Pacific Coast Highway), City of Signal Hill ▪ La Brea Avenue Pavement Reconstruction, Phase 1, Inglewood ▪ Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, Torrance ▪ Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance ▪ Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), Laguna Beach ▪ Antonio Parkway and Santa Margarita Parkway, Roadway Rehabilitation Project, City of Rancho Santa Margarita ▪ Pier Avenue Improvement Project, Hermosa Beach ▪ Jump Start Safety Program, Alameda Corridor East Construction Authority
Bill Zein, PE	
Construction Manager	<ul style="list-style-type: none"> ▪ Lincoln Boulevard Improvements, City of Santa Monica ▪ Santa Monica Boulevard Rehabilitation Project, City of Santa Monica ▪ Pico Boulevard Streetscape, City of Santa Monica
Joe Stoakley, PE	
Construction Manager/Inspector	<ul style="list-style-type: none"> ▪ West Branch Greenway Landscaping (ARRA), City of Bellflower ▪ Cherry Ave. Widening (19th Street to 230-foot south of Pacific Coast Highway), City of Signal Hill ▪ Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance ▪ Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), Laguna Beach ▪ I-210 Soundwalls, Labor Compliance, La Cañada Flintridge ▪ Congresswoman Juanita Millender-McDonald Community Center Refurbishment and Upgrade, City of Carson ▪ ADA Access Ramp Improvements Phase V, City of Lake Forest ▪ LTA Phase 1 AC Overlay, County of Imperial
Michael Errante, PE	
Construction Manager	<ul style="list-style-type: none"> ▪ Assisted grant writer in procuring Air Quality Management District (AQMD) funds for various capital projects, Desert Hot Springs ▪ USAID Afghanistan Engineering Support Program (AESP) Kabul, Afghanistan
Scott Neumann	
Construction Manager/Inspector	<ul style="list-style-type: none"> ▪ City-Wide Street Improvements Project, City of Hawthorne ▪ Street and Sidewalk Rehabilitation, City of Hawthorne ▪ Cherry Ave. Widening (19th Street to 230-foot south of Pacific Coast Highway), City of Signal Hill
Al Aguilera	
Inspector	<ul style="list-style-type: none"> ▪ West Branch Greenway Landscaping (ARRA), City of Bellflower ▪ Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance ▪ Beaumont Boulevard Bridge Widening, City of Beaumont ▪ Masonry Soundwall Project, I-5 from Norwalk to the I-605, City of Santa Fe Springs ▪ Various Projects including Annual Slurry Seal, City of Santa Fe Springs ▪ Various Projects for several arterial street reconstruction, City of Fullerton
[DD2]	
Inspector	<ul style="list-style-type: none"> ▪ Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, City of Torrance ▪ Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance ▪ Talbert Avenue and Brookhurst Street Rehabilitation/Resurfacing, City of Fountain Valley ▪ Trabuco/Monroe Intersection Improvements Project, City of Irvine



**On-call Construction Management and Inspection Consultant Services
for Infrastructure Projects**

Key Personnel		Federally Funded Project Experience	
Keith Forbes			
Inspector		<ul style="list-style-type: none"> ▪ Alameda Corridor East Construction Authority, Jump Start Safety Program, Irwindale ▪ Alameda Corridor Transportation Authority, North End Projects 	
Todd Garner			
Inspector		<ul style="list-style-type: none"> ▪ On-call Public Works Inspection, Westminster Avenue Bicycle Lane Resurfacing Improvements Project, City of Seal Beach 	
Dana Hutchins			
Inspector		<ul style="list-style-type: none"> ▪ Cherry Ave. Widening (19th Street to 230-feet south of Pacific Coast Highway), City of Signal Hill ▪ I-210 Soundwalls S310, S338 and S341 Improvements Project, City of La Cañada Flintridge, CA 	
Debby Cobb			
Contract Compliance and Documents Control		<ul style="list-style-type: none"> ▪ Downey Avenue Pavement Rehabilitation (ARRA), Labor Compliance, City of Bellflower, CA ▪ West Branch Greenway Landscaping (ARRA), City of Bellflower, CA ▪ Cherry Ave. Widening (19th Street to 230-feet south of Pacific Coast Highway), City of Signal Hill ▪ Del Amo Boulevard Extension, Phase 2 (ARRA), Labor Compliance, City of Torrance, CA ▪ Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance, CA ▪ Cherry Ave. Widening (19th Street to 230-feet south of Pacific Coast Highway), City of Signal Hill ▪ Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), City of Laguna Beach ▪ Juanita Millender-McDonald Community Center (ARRA, CRA), PLA, EESP, Labor Compliance, City of Carson, CA ▪ Energy Efficiency Program (ARRA), Labor Compliance, City of Laguna Beach, CA ▪ La Paz at I-5 Interchange, Caltrans and FHWA, Labor Compliance, City of Laguna Hills 	



On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

2.3 Resumes and Qualifications of Personnel

2.4 References

2.5 Overview and Approach

2.6 Compensation/Payment Schedule

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2.3 Resumes and Qualifications of Personnel

Following are resumes for our team's key personnel for the City of Manhattan Beach's on-call construction management and inspection consulting services contract. Our team members overall skill include:

- Strong administrative and management skills
- Knowledge of business and contracts
- Knowledge of construction materials and methods
- Field supervisory experience
- Excellent communication and negotiation skills
- Ability to prepare detailed cost estimates
- Ability to develop detailed schedules

Our team is highly experienced with work performed in conformance with the State of California, Los Angeles County and/or City of Manhattan Beach policies, procedures and standards. APP staff will carry out the instructions received from the City and shall cooperate with the City and other involved agencies. Our team members are extremely knowledgeable and experienced with the following:

- Quality Assurance Plan implementation and oversight
- Caltrans Standard Plans
- Caltrans Standard Specifications
- Caltrans Local Assistance Procedures Manual
- Standard Specifications for Public Works Construction
- American Public Works Association Standard Plans Public Works Inspectors Manual on Uniform Traffic Control Devices (MUTCD)
- City of Manhattan Beach Standard Plans



Dino P. D’Emilia, PE
Principal-in-charge

Project Experience

Federally funded construction contract administration and Caltrans Local Assistance Procedures Manual expertise. Construction management of roadways, railroads, bridges, public building facilities, police and fire facilities, parks, landscape, utilities, drainage and flood control, highway, and toll facilities.

Participated in both the detailed aspects of Project Controls and the oversight of construction management teams responsible for delivering of nearly \$0.75 billion in public improvements for local agencies.

Education

BS/1991/Civil Engineering, Northeastern University

Professional Registrations

1996/PE/CA #55453

Professional Affiliations

APWA So. CA Chapter
2011 President and 2012 Congress Finance Chair
City and County Engineer’s Association
CMAA and ASCE
Chi Epsilon, 1990-present

Honors and Awards

Top Leader - Private Sector, APWA So. CA Chapter, 2004
President’s Chapter Service Award, APWA So. CA Chapter, December, 2004

Years of Experience

Entered the profession in 1983
With APP since 2010

Dino D’Emilia, PE brings 30 years of project and construction management experience as well as civil engineering experience on a wide array of public works projects. Dino has served in various capacities with California engineering firms Responsible for profit and loss, business development, and delivery of construction management services, Dino has successfully delivered many local public capital improvement projects in Los Angeles, Orange, San Bernardino and San Diego counties. Prior to his consulting experience, he worked as a civil engineer with the Department of Water and Power in the City of Los Angeles performing design and construction service on major water and power facilities.

During his career, Dino has participated in both the detailed aspects of contract administration, resident engineering, quality and project controls and the oversight of construction management teams responsible for delivering of over \$0.75 billion in public improvements for local agencies. Dino is well known in Southern California as a “hands on” CM with knowledge of public contract administration, federally funded construction contract administration and Caltrans Local Assistance Procedures Manual expertise.

RELEVANT EXPERIENCE

Cherry Avenue Widening (19th Street to 230-feet south of Pacific Coast Highway), City of Signal Hill, CA. Serves as project manager for construction management services for the federally funded Cherry Avenue Widening (Phase 1 Project). The project extends from 230-feet south of Pacific Coast Highway (PCH) to the 19th Street Intersection. This is a federal-aid funded project, and the services are being provided in accordance with federal standards and requirements as detailed in the Caltrans Local Assistance Procedures Manual (CT-LAPM). In order to increase the overall efficiency of the Cherry Avenue / PCH intersection, the Project calls for the addition of two new traffic lanes, one in the southbound direction, and one in the northbound direction of Cherry Avenue between PCH and 19th Street. This will extend the existing two-lane configuration along Cherry Avenue south to Pacific Coast Highway. (Estimated Completion 08/2015)

Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance, CA. Principal-in-charge and Construction Manager for this \$1.6-million, federally funded roadway rehabilitation and landscape improvement project. Work generally involved removal and replacement of deep lift paving sections, grind and overlay of the street limits using Asphalt Rubber Hot Mix (ARHM), hardscape and landscape improvements. The project utilized federal funds, requiring contract administration and project / documents controls in strict adherence to the Caltrans Local Assistance Procedures Manual. (01/2015)

Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), City of Laguna Beach, CA. Resident engineer for this federally funded landscaping and scenic beautification project that includes storm drain, hardscape, landscape and irrigation, public art and pedestrian improvements along Broadway Street / SR-133 from Cliff Drive to Forest Avenue. This primary route between the City and the SR-73 and I-405 carries substantial vehicular traffic, is adjacent to the Laguna Canyon Channel and is home to many commercial,



retail, restaurant, entertainment and artisan businesses. Project required coordination with three separate artists, transit operations, Orange County Flood Control District, Caltrans Permits and Inspection, Caltrans Office of Local Assistance, Businesses and Residents, and the Laguna Beach School District. (05/2014)

Veterans Parkway Greenbelt Low Flow Infiltration Project, Manhattan Beach, CA. Principal-in-charge for this \$560,000 water quality improvement project, funded by a State Water Fund grant. Veterans Parkway is a linear greenbelt parkway that runs through the Cities of Manhattan Beach and Hermosa Beach, between Valley Drive and Ardmore Avenue. In order to better comply with increasingly stringent state water quality standards, the City installed a low flow infiltration system within the greenbelt. This was accomplished by intercepting the City's existing storm water system at a nearby catch basin and diverting the flow into a new infiltration system starting at 2nd Street southward to Boundary Place. The improvements primarily consist of installation of 2,300 lineal feet of 24 inch perforated polyethylene pipe (1,150 ft. in "double barrel" configuration) with Crushed Aggregate Base (CAB) backfill, wrapped in geotextile fabric, then covered with compacted native soil under the existing greenbelt pathway. Existing surface drainage now infiltrates into the system instead of carrying pollutants into downstream storm drains. The diversion structure includes an 8 foot x 16 foot x 16 foot cast-in-place concrete diversion weir box in series with a pre-fabricated Continuous Deflective Separation (CDS) unit. Excavation depths for the proposed improvements will vary from 12 to 15 feet, which will necessitate the utilization of engineered shoring throughout the project. Successful implementation of extensive field public relations minimized impacts on Veterans Parkway, which is heavily utilized for recreational purposes, is paralleled by the moderate to heavily travelled collectors; Valley Drive and Ardmore Streets, and is surrounded by residential uses. The Opal Robinson Elementary School is nearby the project limits as well. (2013)

West Branch Greenway Landscaping, City of Bellflower, CA. Project manager/construction manager for this \$570,000 civil and landscaping project that bisects the City diagonally starting at Lakewood Boulevard at the northwest following an abandoned railroad right of way southeasterly to the SR-91 through varying densities of residential, equestrian, park, retail, restaurant and commercial uses. The project is wholly-funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The construction management processes and contract administration procedures closely adhered to Chapter 16 of the Caltrans Local Assistance Procedures Manual. (01/2012)

Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, City of Torrance, CA. During Phase 1, project manager, supervising consultant inspector under contract with City. Assisted the City staff on various construction issues that arose during the successful delivery the \$1.5 million reroute of two water and two sewer pipelines, as well as assisting with responding to bidder questions for the follow-on phase 2 project. In Phase 2, the Construction Contract Administrator overseeing the construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities. The estimated construction cost is \$15 million and is partially funded by the American Recovery and Reinvestment Act (ARRA), Regional Surface Transportation Program (RSTP) funds, as well as MTA and local funding sources. (2012)

Downey Avenue Rehabilitation, City of Bellflower, CA. Project manager/construction manager for this \$360,000.00 ARRA funded project to resurface of Downey Avenue from the South city limit to the North city limit. The improvements consist of a grind and overlay of an arterial highway 60 feet wide and 3,966 feet long. A double encroachment permit for work on the SR-91 on and off ramps required substantial coordination Caltrans. Improvements also included reconstruction of curb ramps, construction of a concrete truck pad at, replacement of vehicular detection loops, and installation of new bicycle detection loops. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The



On-call Construction Management and Inspection Consultant Services for Infrastructure Projects

construction management processes and contract administration procedures closely complied with to Chapter 16 of the Caltrans Local Assistance Procedures Manual. (11/2010)

La Brea Avenue Reconstruction Project, Phase 1, City of Inglewood, CA. Resident engineer performing contract administration and project management for this \$3.8-million downtown business district roadway reconstruction project serving City Hall. Negotiated schedule accelerations and project modifications to bring the project in two months early and \$250,000 under budget. Provided oversight of construction management team including monitoring of project controls, review of budget and schedule and change order negotiations (2008)

Street Improvement Phase 1, City of Manhattan Beach, CA. Construction Management Contract Manager for this \$1.5-million street and sidewalk reconstruction project in the Tree Section of Manhattan Beach. (2007)



Bill Zein, PE

Construction Manager

Education

MS/1985/Civil Engineering,
California State University Long
Beach

BS/1982/Civil Engineering,
University of Oklahoma

Certification in Project
Management, UCLA/2010

Caltrans Resident Engineer's
Academy/2010

Registrations

1990/PE/Civil/CA#C46376

Professional Affiliations

Project Management Institute
(PMI) member

American Public Works
Association, Southern California
Chapter

American Society of Engineers

Years of Experience

Entered the profession in 1985

With APP since 2014

Bill Zein, PE has more than 29 years of experience in program, project, and construction management as well as civil design engineering of major public and private projects. He has a proven talent for stakeholders and project coordination, resolving conflict, consensus building, claims mitigations and change order control, setting direction and managing resources to maximize productivity, anticipate challenges and attain project deliverables in a timely manner. Bill managed the delivery of a substantial Capital Improvement program for the City of Santa Monica. Bill's experience includes managing various public works facilities, federally funded projects, construction work within Caltrans right-of-way, implementing street work and related improvements near major business and residential districts, and obtaining permits from various State and local agencies Bill is also well versed in planning and management of construction site operation and inspection of public works projects.

RELEVANT EXPERIENCE

Beach Pedestrian Path Project, City of Long Beach, CA. Construction manager responsible for this \$6.35-million project. The project consisted of constructing an eleven-foot wide resin paving pedestrian path, along 3.1 miles of the shoreline, relocating and reconstructing 1.5 miles of seventeen-foot wide concrete bike lane, constructing new pedestrian/bicycle ramps at the Belmont Veterans Memorial Pier, reconstructing the storm-drain outlets to accommodate the pathways, relocating palm trees that are impacted by the new improvements, landscaping at two medians and the easterly pier ramp wall, installing approximately 23,000 square feet of turf area, bicycle racks, volley ball courts, granite boulders with dedication plaques and new signage and striping. (Estimated Completion 06/2015)

Ocean Park Boulevard Complete Green Street Project, City of Santa Monica, CA. Project manager for this \$4.5-million "Complete Green Street" project consisting of runoff infiltration basins, a new water main, pedestrian cross-walks, bio-swales, landscape medians, new lighting system, new street trees, traffic signals, reconstruction of the street pavement, striping, signage and street marking. (11/2012)

Annual Paving and Sidewalk Repair Project, City of Santa Monica, CA. Project manager for the \$5-million Annual Paving and Sidewalk Repair Project included the resurfacing of approximately 15 miles of streets in various locations throughout the City. The project also replaced approximately 70,000 square feet of sidewalk locations throughout the City. (10/2012)

Parking Structure #2 Seismic Upgrades, Santa Monica, CA. The seismic retrofit of Parking Structure No. 2 included the strengthening the existing walls, CIDH foundations, columns, and connections. The project also included modifications of existing architectural, electrical, mechanical, and plumbing elements related to the seismic retrofit work. (08/2011)

Parking Structure Nos. 7 and 8 Bike Parking Facilities Project, City of Santa Monica, CA. Project manager for the \$1.4-million construction of an operator's office and bike rentals facility within two City parking structures. The project also included repair benches, over 260 bicycle storage racks, men's and women's toilet and shower rooms, and lockers. (06/2011)

Borderline Neighborhood Improvement Project, City of Santa Monica, CA. Project manager for \$1.7 million in water main replacement and streetscape improvements along Longfellow between Marine and Ozone, and improvements at the three cross street intersections. The streetscape improvement work included infiltration basins, bio-swales, repaving the street at a higher elevation, narrower street widths, paver parking



stalls, solar pedestrian light fixtures, new trees and irrigation and decorative intersections. (03/2011)

Charnock Well Field Restoration, City of Santa Monica, CA. Project manager for the \$46-million design-build Charnock Well Field Restoration Project. The project involved the construction of a water treatment system to remove groundwater contamination from the Charnock groundwater sub-basin and restore this resource as a water supply for the City. The new treatment system uses filtration with granular activated carbon to treat water from three contaminated wells. The project also provides upgrades to the existing water treatment plant including construction of new systems for drinking water disinfection, softening and fluoridation. (12/2010)

Lincoln Boulevard Improvements, City of Santa Monica, CA. Construction manager for this federally funded \$2.1-million (STPL) highway improvement project. The contract included local repairs of existing pavement and concrete lanes, grinding of 4" of existing asphalt, asphalt overlay of Lincoln Boulevard from the Santa Monica Freeway to the southern City Limit, installation of video detection at five signalized intersections and striping and markings. (05/2010)

Santa Monica Boulevard Rehabilitation Project, City of Santa Monica, CA. Construction manager responsible for this \$1.7-million ARA funded project. The project consisted of pavement resurfacing, sidewalk repairs, concrete gutter installation and other similar improvements to Santa Monica Boulevard between Lincoln Boulevard and Cloverfield Boulevard. The project also replaced existing in-road warning lights at four intersections and final striping. (05/2010)

Pier Storm Drain Improvements Project, City of Santa Monica, CA. Project manager for the \$ 1.6-million Pier Storm Drain Project, which included the removal of existing deteriorated 60" CMP and the installation of 60" corrugated HDPE pipes, Pipe Anchors, Diversion Structure with a Sump Pump, and a cut off wall at the Outlet Structure. Categorical exception was administratively approved by Coast commission planning staff. (08/2009)

Mountain View Mobile Home Park Utility and Site Improvements, City of Santa Monica, CA. Project manager for this \$4.5-million project constructing undergrounding electrical, telephone and cable TV lines, installation of new natural gas, potable water main, sanitary sewer and street lighting systems, and construction of new curbs, gutters and roadway pavement surfaces. (05/2009)

Bicknell Green Street Project, City of Santa Monica, CA. Project Manager for the \$700,000 Bicknell Avenue "Green Street" Project, which included widening the parkway by approximately 6' on each side of the road to make room for landscaped bio-filter swales, and provided 8' pervious concrete parking strips, subsurface infiltration basins and 14' travel lanes. (05/2009)

Colorado – Ocean Avenue Relief Sewer, City of Santa Monica, CA. Project manager responsible for this \$8-million new sewer system under the I-10 freeway. The project consisted of numerous large and deep structures on Colorado Avenue, Ocean Avenue and on the Palisades Garden Walk Property. The main tunnel under the freeway consists of a 9'-diameter plate lined tunnel that housed two 42" and one 18" HDPE fused pipes. The project also included grinding and paving Colorado Avenue from Ocean Avenue to 4th Street. (11/2008)

Wilshire and Montana CDS units Installations, City of Santa Monica, CA. Project manager for the \$4.5-million construction of two Continuous Deflection Separation (CDS) units for urban run-off treatment and low flow diversion to the sanitary sewer. The construction included the installation of large circular units, approximately 50 feet deep in the ground, 25 feet in diameter, and connected to an existing 60" diameter storm drain. The CDS units filtered trash and drained the low/dry weather flow into an existing sewer line. (05/2008)



Big Blue Bus Transit LNG Fuel and Wash Facility, Santa Monica, CA. This project included the construction of a new open sides steel frame covered fueling facility with an automated washing area, brake inspection pits, rest rooms, a break room for drivers, fare collection area with coin counting room, (2) 30,000-gallon LNG tanks with evaporative towers to also produce compressed natural gas for other city vehicles. (2005)

Downtown Transit Mall, City of Santa Monica, CA. Project manager for this \$14-million downtown transit loop that consisted of a concrete bus-only lanes with numerous transit amenities. Large architectural bus stops and arbors, computerized information kiosks, signage and street furniture align the entire route. Other project elements include all new street and sidewalk light fixtures, traffic signals, ornamental 19 ft. wide sidewalks with embedded art tiles, Lithocrete intersections with artistic patterns and saw cuts, custom ornamental drinking fountains with sculptures, pedestrian crosswalk enhancements, fiber-optic conduit runs and all new street pavement. This project required a CCC permit, which was approved through a regularly scheduled hearing. (07/2001)

Pico Boulevard Streetscape, City of Santa Monica, CA. Project/construction manager for this \$5.3-million CDPG funded project. The project consisted of removal and replacement of nearly every tree along a 2-mile commercial boulevard. Other project elements included new landscaped islands, parkway pavers, artistic sidewalk light fixtures, artwork, asphalt pavement rehabilitation and historic information plaques at bus stop areas. (04/2000)



Joe Stoakley, PE
**Construction Manager/
Public Works Inspector**

Project Experience

- City of La Cañada Flintridge
- City of Seal Beach
- City of Lake Forest
- City of Laguna Beach
- City of Bellflower
- Los Angeles County Waterworks District
- County of Imperial
- Santa Clarita Water Division

Education

BS/2006/Civil Engineering,
Loyola Marymount University,
Los Angeles

LMU Civil Engineering
Outstanding Student Award –
2006, highest cumulative GPA
Caltrans RE Academy, 2011

Registrations

2014/PE/CA # C83184

Years of Experience

Entered the profession in 2004

With APP since 2010

commercial uses. The project is wholly-funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The construction management processes and contract administration procedures closely adhered to Chapter 16 of the Caltrans Local Assistance Procedures Manual. (01/2012)

Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), City of Laguna Beach, CA. Assistant resident engineer for the construction of this federally funded hardscape, landscape, public art and pedestrian improvements along Broadway Street/SR-133 from Cliff Drive to Forest Avenue. This primary route between the City and the SR-73 and I-405 carries substantial vehicular traffic, is adjacent to the Laguna Canyon Channel and is home to many commercial, retail, restaurant, entertainment and artisan businesses. Proper implementation and continuous diligent maintenance of traffic controls, storm water pollution protection best management practices and public relations measures will be imperative for the successful delivery of this project. A Caltrans dual permit will need to be processed, and close coordination with Caltrans inspectors and oversight representatives was maintained throughout the project. Additionally a permit from Orange County and coordination with OC inspectors was required. (05/2014)

Eshelman Avenue Water Main Replacement and Pavement Rehabilitation, Lomita, CA. Construction manager and supplemental inspector for this \$1.6-million water main replacement and roadway rehabilitation project. Waterline improvements included construction of an 8” PVC water main on Eshelman Avenue between Pacific Coast Highway and Lomita Boulevard, including installation of new fire hydrants, service laterals, valves, blow-offs, air release valves and associated water appurtenances to replace the

Joe Stoakley, PE, is a project engineer with a civil engineering background and a complement of experience as a design consultant, a construction field engineer, and a public agency employee analyzing the efficiency of newly-constructed equipment.

RELEVANT EXPERIENCE

Cherry Avenue Widening (19th Street to 230-foot south of Pacific Coast Highway), City of Signal Hill, CA. Serving as assistant resident engineer and office engineer for construction management services for the federally funded Cherry Avenue Widening (Phase 1 Project). The project extends from 230-foot south of Pacific Coast Highway (PCH) to the 19th Street Intersection. This is a federal-aid funded project, and the services are being provided in accordance with federal standards and requirements as detailed in the Caltrans Local Assistance Procedures Manual (CT-LAPM). (Estimated Completion 08/2015)

Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance, CA. Assistant construction manager / office engineer for this \$1.6 million, federally funded roadway rehabilitation and landscape improvement project. Work generally involved removal and replacement of deep lift paving sections, grind and overlay of the street limits using Asphalt Rubber Hot Mix (ARHM), hardscape and landscape improvements. The project utilized federal funds, requiring contract administration and project / documents controls in strict adherence to the Caltrans Local Assistance Procedures Manual. (01/2015)

West Branch Greenway Landscaping, City of Bellflower, CA. Office engineer for the civil and landscaping project that bisects the city diagonally starting at Lakewood Boulevard at the northwest following an abandoned railroad right of way southeasterly to the SR-91 through varying densities of residential, equestrian, park, retail, restaurant and



existing 6" undersized ductile iron water main. The project also includes pavement rehabilitation and striping of Eshelman Avenue within the project limits. Paving operations included cold milling of the entire roadway on Eshelman Avenue from Lomita Boulevard to Pacific Coast Highway. Inspection of ground surface resulted in elimination of all proposed crack sealing. The paving section consisted of a ¾ inch leveling course, 3/8" chip seal and 2-1/2 inch ARHM overlay. Appurtenant work involved manhole and valve adjustments, thermoplastic striping, and traffic loop replacement. The project required a Caltrans Encroachment permit for traffic control and paving operations within the State Right of Way at PCH. (2014)

I-210 Soundwalls S310, S338 and S341 Improvements Project, City of La Cañada Flintridge, CA. Assistant resident engineer/project controls engineer for this \$3.3-million soundwall improvement project along the I-201 Freeway. The project involves three soundwalls, temporary construction easements onto private and school properties, construction on and adjacent to City and/or State right-of-way (Caltrans). Improvements include tree removals and clear and grubbing in an environmentally sensitive area, which is also in close proximity to residential and school properties very interested in the project. Reinforced, ornamental masonry walls are constructed on Cast-In-Drilled-Hole (CIDH) Piles and concrete pile caps. Substantial coordination is required with Caltrans and the County of Los Angeles Building and Safety Division. Project includes a substantial public art element consisting of a large mosaic tile piece, custom installed onto the masonry. (2014)

Leisure World 2012 Trust Street Paving Project, Golden Rain Foundation, City of Seal Beach, CA. Inspection, quality assurance, testing and contract administration services for this \$1.4-million project in a gated senior community. The project involved typical concrete and AC overlay/rehabilitation work on Golden Rain Road and the club house parking lot of this housing complex. (2014)

ADA Access Ramp Improvements Phase V, City of Lake Forest, CA. Construction manager and inspector performing project and construction management, compilation of bid documents, assistance with bid, award and contract execution, contract administration and inspection for this project involving sidewalk access ramps (wheelchair ramps) for compliance with current American with Disabilities Act (ADA) standards. The project includes the construction of 77 ADA compliant ramps on both sides of Rockfield Boulevard between Ridge Route Drive and El Toro Road. This \$300,000 project was partially funded utilizing Community Development Block Grant (CDBG) funds. APP was also responsible for monitoring Davis-Bacon prevailing wage and Section 3 requirements. (05/2013)

LTA Phase 1 AC Overlay, County of Imperial, CA. Inspector for asphalt overlay on several separate road segments which included deep patch removal and reconstruction, asphalt grinding and header cuts, two inch asphalt overlay, slurry seal and chip seal coats on Bennett Road, Barbara Worth, Ferrell, Clark, Kloke and various streets in and around Heber, and value engineering and construction management for pulverization on Horne Road. Approximately 18 miles of roadway at 13 individual locations were included in the LTA Phase 1 project. (09/2013)

Congresswoman Juanita Millender-McDonald Community Center Roof, HVAC Replacement including Solar Panels Installation, and Community Center Refurbishment and Upgrade, Carson, CA. Assistant resident engineer/office engineer and inspector for the \$4.5-million improvement to the Congresswoman Juanita Millender-McDonald Community Center. This APWA award-winning project included parking lot lighting replacement, replacement of this 54,000 square foot facility's roof and air conditioning system, parking garage, installation of a 175kw solar panel system, and various mechanical, electrical, plumbing, safety and architectural renovations. The project utilized a performance contract delivery method project which involves design/build of certain project elements, using a procurement method allowed by Government Code 4217 for selection of an energy service company using both qualifications and cost as selection criteria. The construction contract incorporated the Agency's Project Labor Agreement (PLA), Enhanced Electrical Safety Policy (EESP) as well as funding requirements for compliance with the Agency's American Recovery and Reinvestment Act, Energy Efficiency Conservation Block Grant (ARRA / EECBG) grant through the Department of Energy (DOE). The Community Center remained open and operational throughout construction of the proposed improvements. (2012)



Robert Merrell, PE Construction Manager

Project Experience

- City of Rancho Palos Verdes
- City of Anaheim
- City of Oceanside
- City of Orange

Education

BS/1974/Civil Engineering/
California State University, Long
Beach

Registrations

1976/ PE/CA #28100

Years of Experience

Entered the profession in 1973

With APP since 2013

Bob Merrell, PE has an extensive background in project design and construction management developed over 30 years working in public works engineering. Specific areas of expertise include freeway improvements, storm drain facilities, regional channel improvements, large dams, major arterial and collector street widenings and bridge projects.

RELEVANT EXPERIENCE

Residential Streets Rehabilitation Project for Year 2013-14, Area 9, City of Rancho Palos Verdes, CA. Responsible for the overall design and plan preparation for the residential street improvements throughout Area 9 including the preparation of a detailed inventory of all existing improvements within the public right-of-way that require replacement or rehabilitation. In addition to Area 9, the plans for Area 1 and Area 5B were assembled into one large PS&E package for bidding and construction. (2014)

the construction inspection staff. Provided continuous liaison with City staff and the community while also directing the preparation of weekly progress reports, leading the weekly meetings and directly coordinating the contractor's progress billings. (2013)

Residential Street Rehabilitation Project, FY 2011-12, City of Rancho Palos Verdes, CA. Assisted with the project bidding process and followed up with serving as the full time Construction Manager directly supervising

Miraleste Plaza Storm Drain, City of Rancho Palos Verdes, CA. The project included the installation of new storm drain replacing an undersized and deteriorating system previously constructed in the early 1950's. The work involved designing the system within a confined right of way and through many interfering utilities. (2011)

Fire Mountain Roadway Improvements, City of Oceanside, CA. The project consisted of design and preparation of improvement plans, specifications and estimates for the widening and drainage improvements to Fire Mountain Roadway at Lural Road. Responsible for managing and design oversight of the street improvement plans, prepared specifications and estimates as well as construction assistance to the City. (2005)

Platinum Triangle Master Land Use Plan, Sewer and Drainage Studies, City of Anaheim, CA. Prior to approving the Platinum Triangle Master Land Use Plan (PTMLUP), the Department of Public Works needed to study the effects to major and local sanitary sewer and storm drainage facilities. The project consisted of researching existing data regarding current sewer and storm drain master plans, facilities and requirements. Updating and modeling the sewer and storm drain facilities for the area were completed to determine the areas of local benefits for individual facilities. Finally, mitigations were developed for future developments concerning identified sewer and storm drain deficiencies. (2005)

Palos Verdes Drive South, City of Rancho Palos Verdes, CA. A portion of 25th Street (Palos Verdes Drive South) lies within an unstable land mass where settlement occurs. Over the years the "ocean side" portion of roadway had settled more than the "inland side" creating an uneven cross section. In addition, the pavement began to experience areas of stress cracking with evidence of pending pavement failure. The project included street rehabilitation plans where the overlay was variable in order to achieve better cross section. The road segment had several drainage systems that were upgraded with the rehabilitation project. Directed the preparation of construction documents and completed the construction administration and inspection for the project. (2004)



Downtown Parkway Enhancement Project, City of Oceanside, CA. The project consisted of implementing another phase of the downtown parkway renovations. The existing parkways were generally 12 feet in width and most were made up of a varied hardscape from concrete to dirt to asphalt concrete. The improvements consisted of decorative brick inlays with tree wells. In conjunction with the parkway improvements, curb and gutter as well as drive approaches were reconstructed to extent necessary to complete the enhancement. (2004)

Master Plan of Drainage for District 2 and for the Southeast MPD, City of Anaheim, CA. In each case, the areas were evaluated with up to date hydrological analysis base on the County's new hydrology criteria established in 1985. Mapping for each included system deficiencies and infrastructure requirements to meet the City's new Drainage Criteria. (2002)

Palos Verdes Drive East Storm Drain Improvements, City of Rancho Palos Verdes, CA. Project involved design and preparation of plans, specifications and estimates for the installation of drainage improvements along Palos Verdes Drive East from Bronco to southeast of Headland Drive. Steep terrain was a constraint for the outlet into a natural drainage course. Directed the preparation of construction documents and completed the construction administration and inspection for the project. (2001)

Stadium Area Master Plan of Drainage, City of Anaheim, CA. Project involved research and inventory of existing drainage facilities for District 27 for use in updating the existing Master Plan of Drainage. This data was used to create computer models for both hydrologic and hydraulic analysis to identify deficiencies and proposed improvements. Responsible for managing the analysis and preparing the summary report. (1999)

The City Drive Widening, City of Orange, CA. The project consisted of design and preparation of plans specifications and estimates for the widening of The City Drive from the Garden Grove (22) Freeway to Chapman Avenue in conjunction with the development of The Block at Orange. One lane was added to each side of the existing roadway and raised medians were added along the centerline. Responsible for managing staff, coordinating subconsultants and the preparation of construction documents. Plans included plan and profile, construction details, drainage details, typical sections, and cross sections. (1998)

1996-97 Citywide Residential Street Improvement Project, City of Rancho Palos Verdes, CA. The project consisted of preparing street rehabilitation improvement plans for ninety streets. An asphalt overlay was designed for each street depending on a field review of the existing condition of the pavement. Responsible for pavement analysis, plan preparation and construction inspection, including scheduling and addressing private property owner concerns. (1997)

Western Avenue (Underground District No. 24), City of Anaheim, CA. Project involved the preparation of utility base mapping and civil base sheets. Responsible for the preparation and oversight of Public Utility Easements for several of the properties. (1996)

Gilbert Street (Underground District No. 25), City of Anaheim, CA. Project involved the preparation of utility base mapping and civil base sheets. Responsible for the preparation and oversight of Public Utility Easements for several of the properties. (1996)



Michael Errante, PE Construction Manager

Project Experience

- Jurupa Community Development District
- City of Desert Hot Springs
- City of Indian Wells
- City of Cathedral City
- City of Coachella
- City of Palm Desert
- City of La Quinta
- City of Los Angeles
- Caltrans
- USAID
- Afghanistan

Education

BS/1986/Geological Engineering, University of Arizona, Tucson, AZ
 Public Works Construction Inspection/1990/ California State University Los Angeles,
 Alternate Project Delivery Methods (CEU)/2007/ ACE-ASU, Caltrans Federal Aid Series/2012

Registrations

PE/Civil/CA #48241
 PE/Civil/AZ #47817
 Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP): Certification #24008

Professional Affiliations

American Public Works Association (APWA) – Member (Scholarship Fund Chairman)

Years of Experience

Entered the profession in 1997
 With APP since 2015

For more than 25 years, Michael Errante, PE has provided engineering, project/construction/program management and business development services in a variety of professional capacities. In his tenure in the construction and project management field, Michael served in various positions and leadership roles, including nearly ten years with the City of Palm Desert, California, five years, where he served as the City’s Director of Public Works. Because of his diverse background, he uniquely understands the requirements for complex infrastructure and commercial projects.

Michael has extensive experience in construction/project management, field inspection, training (capacity building) and the preparation of contract documents including plan preparation, specification writing, and cost estimating (PS&E). He has prepared technical specifications for a wide variety of city, county, state (Caltrans) and other public agency projects.

In his recent experience working in Kabul, Afghanistan, Michael worked in the capacity as Deputy Chief of Party (DCOP) providing services with the management of the Afghanistan Engineering Support Program (AESP) contracted with USAID. He worked and interfaced with the technical leads in vertical structures, energy, water/sanitation, and transportation to assist the staff in providing timely deliverables to the client.

RELEVANT EXPERIENCE

Construction Management and Inspection, Riverside, CA. As director of construction management and inspection, provided construction management and inspections services for municipal and public agencies as well as private development clients. Projects included the construction and installation of gravity and force main sewer lines, water mains and appurtenances, lift stations, storm drain facilities, traffic signals, roadway improvements and parkway reconstruction. (05/2013-Present)

Jurupa Community Development District, Jurupa, CA. Duties include managing and scheduling a team of ten to twelve inspectors assigned to various capital and private development projects for the Inspection and documentation services include projects for construction and installation of sewer mains and laterals, water facilities, lift stations, wells, pump stations, roadway improvements and parkway reconstruction. (May 2013-Present)

Project and Program Management, Desert Hot Springs, CA. As project engineer/project manager, provided consulting engineering and project/program management services to municipalities. Services to the City of Desert Hot Springs included: project/program management;

prepared plans and specifications for various street improvement projects (local, state, federal funds); provided pavement management services (data collection/cost analysis); provided field inspection services for public and private projects; and assisted City’s grant writer in procuring Air Quality Management District (AQMD) funds for various capital projects. (2012-2013)

USAID Afghanistan Engineering Support Program (AESP) Kabul, Afghanistan. Served as deputy chief of party for contract with USAID Afghanistan Engineering Support Program (AESP), assisting in overseeing the



program and supervising/assisting expat and local national staff in various sectors of energy, water and wastewater, vertical construction and transportation to provide timely deliverables.

Assisted USAID in the analysis of claims for roadway projects throughout Afghanistan. He interfaced with several of the Afghan Ministries and other Donor Organizations in Afghanistan to resolve project related issues and provided capacity building training to the Ministry of Transportation and Civil Aviation (MoTCA) for processing project documentation to comply with funding requirements. Performed studies for USAID evaluating the capacity of the Ministry of Public Works (MoPW) to perform operations and maintenance of the 23,000 kilometers of existing paved and gravel roads throughout Afghanistan. (07/2011 – 02/2012)

Transportation Technical Lead for Contract with USAID Afghanistan Engineering Support Program (AESP), Kabul, Afghanistan. Served as the transportation horizontal sector lead in Afghanistan providing Quality Assurance (QA) services for the \$500-million Strategic Provincial Roads (SPR) Program and the Maimana and Faizabad Airports. In charge of hiring and training local Afghan engineers to provide third party Quality Assurance (QA) and project documentation to USAID on the status of infrastructure projects including roads, bridges, and airports under construction throughout Afghanistan. (07/2010 – 07/2011)

Coachella Valley Regional Manager, Indian Wells, Cathedral City, CA. Served as the Coachella Valley Regional Manager, providing construction management services for the Cities of Indian Wells and Cathedral City for infrastructure projects, which included road and bridge widening, storm drain improvement, utility relocations and parkway reconstruction. Provided contract administrative services for Cathedral City's East Palm Canyon Bridge Widening Improvements and Traffic Signal Installation. (07/2009 - 12/2009)

Michael Errante Consulting Engineer, La Quinta, CA – As owner of the firm, provided consulting engineering and project/program management services to various municipalities. Services to the City of Coachella included project/program management of large infrastructure projects, assisting the City in obtaining right-of-way from UPRR, coordinated utility relocations for Dillon Road Grade Separation and conducted plan review of residential developments and preparing project documents to remain compliant with funding agencies. Other services provided to local municipalities and engineering firms included plan checking, preparation of specifications and field surveying assistance. (05/2006 – 02/2007)

Regional Manager, Phoenix, AZ. Performed business development in Arizona to provide construction management services to various agencies. Was successful in obtaining contracts to provide staffing of environmental overview for SR-79 in Sedona, AZ. (2007-2008)

Vice President, Project Management, Cathedral City, CA. Provided consulting engineering and project/program management services to municipalities in the Coachella Valley. Services included project/program management of large infrastructure projects, plan review of residential developments, preparing project documents to remain compliant with funding agencies, plan checking and preparation of specifications, instrumental in obtaining \$10 million of AQMD funding for Avenue 52 Grade Separation for the City of Coachella. (2007)

Lennar Homes, Palm Desert, CA. Served as vice president of community development and project manager. Demonstrated his ability to set design criteria, weigh construction costs versus available budget and coordinate construction schedules. Strategized and steered projects through multiple environmental agency approval process for water quality certifications, critical area impacts, and public access policies, through agency negotiation and public presentations to seek consensus. (2005 - 2006)

City of Palm Desert, Palm Desert, CA. As director of public works, supervised the public works department for the City of Palm Desert. The department consisted of 52 full-time employees with an annual operating budget of approximately \$18 million. The department was responsible for construction of interchanges along I-10, roadway maintenance, roadway and bridge construction, park maintenance, right-of-way landscape installation and maintenance, traffic signal installation and maintenance, land development and an aggressive capital improvement program of \$30 million to \$50 million per year. (1996 - 2005)



Scott Neumann, QSP, CESSWI

Construction Manager/ Public Works Inspector

Education

BS/2002/Accounting/State
University of New York at
Binghamton, Binghamton, NY

Registrations

Certified Erosion, Sediment and
Storm Water Inspector (CESSWI)
2496

Qualified Storm Water
Practitioner (QSP) #22268

Center for Underground
Infrastructure Research and
Education (CUIRE); Completed
the Inspector Training and
Certification Program (ITCP) For
the Inspection of Cured-in-Place-
Pipe (CIPP) Installations

OSHA 10-hour Occupational
Safety and Health Training
Course in Construction Safety
and Health # 000391966

Professional Affiliations

American Public Works
Association

Years of Experience

Entered the profession in 2002
With APP since 2014

Scott Neumann, QSP results driven, financially–astute construction management professional with more than 12 years of experience providing strategic direction and tactical support for multi-million dollar public works construction projects. He has proven success defining, managing, and completing complex projects on-time and within budget. He has outstanding communication and interpersonal skills with extensive experience interacting with executives, clients, owners, contractors, and staff. His experience includes successful completion of private and public works projects with a total value exceeding \$60 million.

RELEVANT EXPERIENCE

Cherry Ave Widening Project, City of Signal Hill, CA. Assistant construction manager for the facilitation of the design process by coordination of the subconsultants and utility companies involved. The \$52,890 project involved the selection and coordination of an environmental consultant for the NEPA process. (Estimated Completion 08/2015)

Brookhurst Street Improvements from Katella Avenue to Ball Road, City of Anaheim, CA. Construction manager and inspector for an \$8-million project that included roadway widening and paving, sidewalks, curbs and gutters, sound walls, driveways, drainage improvements, traffic signal improvements, railway improvements, landscaping and irrigation, utility improvements, and other miscellaneous items of work. (12/2014)

Arterial Street Resurfacing Project, City of Rancho Palos Verdes (RPV), CA. Construction inspector for RPV's \$2-million Arterial Roads Rehabilitation Project which included: Palos Verdes Drive West from Hawthorne Boulevard to 2,200 feet west of Terranea Way; Palos Verdes Drive South from Terranea Way to Narcissa Drive, and west of Schooner to Conqueror. The project included approximately three miles of street with proposed improvements including rubberized asphalt, concrete, microsurfacing, sidewalk and trail improvements, bus top improvements and upgraded signage and roadway striping. (04/2014)

Torrance Boulevard Rehabilitation T 43/44 – Phase 2, City of Torrance, CA. Construction inspector for the \$605,000 project that included improvements to Torrance Boulevard between Sartori Avenue and Western Avenue, (approximately 1/2 mile). The work included installation of pavement reconstruction, overlay and slurry seal, the removal and replacement of asphalt and/or concrete curb, gutter, sidewalk, and cross gutters. (07/2011)

City-Wide Street Improvements Project, City of Hawthorne, CA. [DD3] Construction manager and inspector for federally funded street and sidewalk rehabilitation at multiple sites throughout the City of Hawthorne. The \$2.3-million project included removal and reconstruction of sections of the roadway, grind and overlay, sidewalk and curb ramp replacement, new signage, and striping and construction of new landscaped medians. The project was funded by the ARRA requiring compliance with all federal regulations. (07/2010)

Peck Avenue Street Improvements, City of Manhattan Beach, CA. Construction observer for street and sidewalk rehabilitation along Peck Ave from Artesia Avenue to Manhattan Beach Boulevard. The \$430,000 project included removal and reconstruction of sections of the roadway, grind and overlay, sidewalk and curb ramp replacement, new signage and striping. (11/2009)



North Hollywood Gateway, Community Redevelopment Agency, City of Los Angeles, CA. Construction manager for a \$1.2-million artistic steel gateway that spans Lankershim Blvd South of Huston St. Artist Peter Shire designed the gateway as a tribute to North Hollywood's Theatre district. (07/2009)

Cumpston Hatteras, Community Redevelopment Agency, City of Los Angeles, CA. Construction manager for replacement of broken sidewalks, curb and gutter, new improvement of sidewalk, driveways, street widening, access ramps, and cross gutter. The project cost was \$400,000 for Phase 1. (05/2009)

North Hollywood Streetscape Community Redevelopment Agency, City of Los Angeles, CA. Construction manager for street improvements along Lankershim Boulevard and other areas within the NoHo Arts District in the North Hollywood Redevelopment Area. Improvements for the \$1,250,000 project include: new street trees, new median with landscaping; removal and replacement of damaged sidewalk, curbs and gutters and driveways; installation of new pedestrian lighting, painting of existing light poles, and installation of art pieces. (2009)

Street and Sidewalk Rehabilitation, City of Hawthorne, CA. Construction observer for federally funded street and sidewalk rehabilitation at multiple sites throughout the City of Hawthorne. The \$1,484,000 project funded by the ARRA requiring compliance with all federal requirements. (2009)

Sylmar Streetscape, Community Redevelopment Agency, City of Los Angeles, CA. Construction manager for the \$1,500,000 Business Improvement District (BID) project, which is along San Fernando Road from Hubbard St to Polk St. The project included improvements to the BID area including upgrades to existing medians, new planned medians, sidewalk replacement, artistic elements and site furnishings. (2009)

Pacoima/Panorama CD7 Scattered Sidewalks, Community Redevelopment Agency, City of Los Angeles, CA. Construction manager for improvements of numerous streets throughout the Council District 7 area. Improvements included reconstruction of existing roadway, street widening, paving, sidewalk replacement, new curb ramps, new driveways, new curb and gutter, new striping and other miscellaneous items. Construction for the \$1,300,000 project started 2009. (2009)

Street Rehabilitation, City of La Habra, CA. Construction observer that provided project management, design engineering, and construction management services to complete the annual street rehabilitation project. The project pulverized existing asphalt concrete in place and re-graded as base material at significant savings and waste avoidance, constructed curb access ramps for ADA compliance, and upgraded fire hydrants. The project included 12,000 tons of asphalt concrete placement, 42 curb access ramps, and 400,000 SF of pulverized pavement. The 2007/2008 project was valued at \$3 million. (2008)

Patterson Street and 27th Street Improvements, City of Signal Hill, CA. Construction manager for the \$315,000 construction of a new AC paved street along Patterson Street, between California Avenue and Olive Street, including new curb and gutter, handicap ramps, driveways, asphalt curb, removal of redundant oil lines and coordination with local utility companies. (2008)

Spring Street Widening Project, City of Signal Hill, CA. Assistant project manager and construction observation for the \$5.6-million improvement project which included widening and reconstructing the roadway, lowering the grade crest, parkway improvements, intersection improvements, traffic signal upgrades and new installations, and relocating existing gas, oil, water, sewer and other utility lines. (2006)

Pankow 415 Pacific Coast Highway Development, City of Santa Monica, CA. Assistant project manager for preparation of civil plans for the \$350,000 public improvements project that included traffic signal in coordination with Caltrans permit application. (2006)

Zumirez Street Realignment and Signalization Project, City of Malibu, CA. Assistant construction manager for realignment and signalization of the roadway intersection with Pacific Coast Highway. Work involved detailed coordination with Caltrans, the City and several utilities including Sprint, Verizon, LA County Water, Charter Cable, Southern California Edison, and Southern California Gas. (2005)



Todd Garner
**Construction Manager/
Public Works Inspector**

Certifications

- ICC Residential Building Inspector #8032064
- ICC Commercial Building Inspector #8032064
- General Building Contractor B #0067693
- State of California Division of State Architect (DSA) Building Inspector of Record Class 3 #944
- ICBO Deputy Reinforced Concrete Special Inspector #1032571-88 RC
- ACI Concrete Field Testing Technician #979083
- Los Angeles City Deputy Concrete Inspector #RC N98-3522
- Los Angeles County Deputy Concrete Inspector #B87885
- Long Beach Deputy Concrete Inspector #610
- Orange County Deputy Concrete Inspector #0863
- Manhattan Beach Deputy Concrete Inspector #97-25
- Affiliate Member Community Associations Institute (CAI)
- Affiliate Member California Association of Community Managers (CACM)

Years of Experience

Entered the profession in 1984
With APP since 2014

construction survey, saw cutting, unclassified excavation, P.C.C. curb and gutter, curb access ramps, bus pads, storm drain catch basins w/drainage modifications, asphalt pavement road widening and repairs, A.C. berms, gravity block walls, roadway signing, asphalt pavement milling and overlay, crack routing and sealing, Type II micro-surface slurry seal, storm water pollution prevention, traffic striping and markings, raised pavement markers and other miscellaneous improvements as required to complete the work. (12/2014)

Williams and Oris Alleys Paving Improvement projects - Compton Alleys, City of Compton, CA. Construction manager responsible for the delivery of project and construction management, compilation of bid documents, assistance with bid, submittals, RFI's, change orders, pay applications and contract

Todd Garner Todd Garner is a project and construction manager and inspector with a general contracting and owner's representative background. Todd has extensive experience managing the construction of public improvements as a general contractor, project / construction manager, inspector and owner's representative.

RELEVANT EXPERIENCE

On-call Public Works Inspection, Westminster Avenue Bicycle Lane Resurfacing Improvements Project, City of Seal Beach, CA. Inspector responsible for providing inspection oversight during resurfacing and class II bike path striping on Westminster Avenue between Seal Beach Blvd. and East City Limits. This \$1.4-million Caltrans project is funded by a grant from the Orange County Transportation Authority. Scope involves mobilization, surveying and construction staking, cold milling, removal and replacement of A.C. pavement patching, crack sealing, Asphalt Rubber Hot Mix paving, P.C.C. ADA ramp construction, bus pads, traffic and bike lane striping, utility adjustments, signing improvements, traffic signal loops, traffic control, storm water pollution prevention and other miscellaneous improvements as required to complete the work. (2015-ongoing)

Fiscal Year 2012 -2013 Street Rehabilitation, City of Laguna Beach, CA. Construction manager responsible for the delivery of project and construction management, compilation of bid documents, assistance with bid, contract execution, weekly construction meetings, submittals, RFI's, change orders, pay applications and contract administration for this \$1.1-million residential street rehabilitation project. Scope involved mobilization, clearing and grubbing, saw cutting, cold milling, removal and replacement of A.C. pavement patching, localized and full depth pavement reconstruction, Type I slurry seal, weed killing and crack sealing, P.C.C. curb and gutter, sidewalk, gutter and ramp construction, storm drain catch basins, A.C. berm and wedges, traffic control, storm water pollution prevention, traffic striping, utility adjustments and other miscellaneous improvements as required to complete the work. (02/2015)

Arterial Roads Rehabilitation Project - Palos Verdes Drive East, City of Rancho Palos Verdes, CA. Construction manager responsible for the delivery of project and construction management, compilation of bid documents, assistance with bid, contract execution, weekly construction meetings, submittals, RFI's, change orders, pay applications and contract administration for this \$2.8-million, 4.5-mile road rehabilitation project. Scope involved providing traffic control, clearing and grubbing,



administration for Oris and Williams Alley street improvement projects, combined totaling \$515,370.00. Work involved unimproved alley full depth pavement construction, P.C.C. curb and gutter, drainage swales, alley approaches, handicap ramps, sidewalk replacement, adjustment of utility covers, valve and meter boxes and related construction work in addition to signage and pavement markings to complete the project. (05/2014)

Leisure World - Capital Improvement Projects, Seal Beach, CA. Physical property inspector and construction manager responsible for overseeing all capital and maintenance improvements throughout this guard-gated community spanning one square mile and home to over 9,000 residents. The community represents nearly one-half of the households and one-third of the population of The City of Seal Beach. The Golden Rain Foundation (GRF), a non-profit corporation, was established as the sponsoring body of Seal Beach Leisure World. The GRF engages primarily and specifically in furnishing community facilities and providing services to housing operated on a cooperative or other basis and to the occupants thereof. The GRF acts as a trustee for the sixteen Mutual Corporations who are the "landlords" of the residential property and housing. (02/2014)

Leisure World - 2013 Trust Street Paving Project, Seal Beach, CA. Construction manager overseeing the initial project scoping, design management, bidding, contract administration, inspection and quality assurance, for this \$1.4-million project. The project involved lime treatment of unstable subgrade prior to full depth pavement reconstruction with new P.C.C curb and gutter replacement on Golden Rain Road and club house 6, administration Building, medical center and amphitheater parking lots. (01/2014)

Leisure World - Perimeter Masonry Wall Replacement Sections N, P & Q, Seal Beach, CA. Construction manager overseeing the initial project scoping, design management, bidding, contract administration, inspection and quality assurance, for this \$431,850 masonry wall project. The project involved removal and replacement of 1,801 L.F. of existing 6' high CMU perimeter wall and footing with a 10' high Orco Wedge lock CMU wall system with a decorative split face block cap. (10/2013)

Leisure World - North Gate Community Access Construction Project, Seal Beach, CA. Construction manager overseeing the initial project scoping, design management, bidding, contract administration, inspection and quality assurance, for this \$491,170 project. The project involved construction of a new community access/exit gate, on duty guard building, new AC pavement vehicular access road, AC overlay/rehabilitation work of adjacent interconnecting pavement, automated vehicular and pedestrians access gates, utility installations, sewage, water, and electrical distribution systems. (02/2011)

Valentine Elementary School Modernization Project, San Marino School District, City of San Marino, CA. State of California Division of State Architect (DSA) Inspector of record overseeing and performing continuous observation and inspections on this school construction project to determine that all work performed and all equipment installed was in accordance with plans, specifications, contract and approved change orders. Review of all contractors/subcontractors work including utility installations, sewage, water, gas and electrical distribution systems. Scheduled and enforced materials testing inspection procedures as required by appropriate code or specification. Provided notification to contractor, commissioned architects, engineers and District construction office regarding material and/or workmanship, which did not meet specifications. Prepared a final checklist of items required to be accomplished for total/partial occupancy. Performed related duties as assigned. The \$4.4-million project involved construction of a new two-story 12,500-sf classroom building, structural steel braced frame, cold-formed metal stud framing with a plaster and brick exterior finish. (08/1999)

Washington Elementary School Modernization Project, Hawthorne School District, City of Hawthorne, CA. DSA inspector of record overseeing and performing continuous observation and inspections on school construction project to determine that all work performed and all equipment installed was in accordance with plans, specifications, contract and approved change orders. Review of all contractors/subcontractors work including utility installations, sewage, water, gas and electrical distribution systems.



**Anastasia Seims, EIT
Office Engineer**

Project Experience

- City of La Cañada Flintridge
- City of Fountain Valley
- City of Long Beach
- Various agencies in Los Angeles and Orange Counties
- Various agencies in San Luis Obispo and Monterey Counties

Education

MS/2012/Engineering/California Polytechnic State University, San Luis Obispo

BS/2010/ Civil Engineering/ California Polytechnic State University, San Luis Obispo

Registrations

EIT/Engineer in Training/Certificate #138833

Years of Experience

Entered the profession in 2006
With APP since 2014

Safety Division. The project also includes a substantial public art element consisting of a large mosaic tile piece, custom installed onto the masonry. (2014)

ADA Wash Room Improvements to Existing Fountain Valley Recreation Center, City of Fountain Valley, CA.

Construction manager and inspector performing the delivery of project and construction management, compilation of bid documents, assistance with bid, award and contract execution, contract administration and inspection for this project involving ADA access improvements to an existing recreational facility. This \$525,000 project is partially funded utilizing Community Development Block Grant (CDBG) funds. APP was also responsible for monitoring Davis-Bacon prevailing wage and Section 3 requirements. The improvements include ADA compliance parking modifications, ADA curb ramps, removal and replacement of existing toilet and locker rooms. (Estimated Completion 03/2015)

On-call Project Management Services Agreement, City of Long Beach, CA. Assistant project manager assisting in creating project schedules, developing project site exhibits, and researching TMDL regulatory requirements and implementation. APP is responsible for overseeing the design, rehabilitation, and improvement of approved CIP, which may include, but will not be limited to, public buildings and facilities, implementation of water treatment best management practices, and improvements to waterway infrastructure and sensitive areas, for the City of Long Beach. (Ongoing)

Document Control, Various Agencies in Los Angeles and Orange Counties, CA. Assists with document controls for various agencies, such as the City of Rancho Palos Verdes, the City of Torrance, and the City of Ridgecrest. Helps develop and troubleshoot Daily Reports templates and attends and documents project progress meetings. (Ongoing)

Anastasia Seims, EIT brings eight years of hands-on experience coupled with a formal education and has a broad background as an engineering associate. Anastasia has experience assisting agencies with Regional Water Resources Control Board, State Water Resources Control Board, and Environmental Control Agency inspections. She has assisted public agencies in implementing Sewer System Management Plans (SSMP) and Wastewater Master Plans (WMP). Her AutoCAD and ArcGIS experience has aided several public agencies in developing methods for permitting, evaluations and procedures. Anastasia has a proven track record of being detail oriented, with a willingness to complete the task at hand and within budget, successfully resulting in highly satisfied customers. As office engineer, Anastacia is responsible for document control, QA/QC, inspection, managing the submittal, change order and request for information process, oversight of inspectors and coordination with multiple jurisdictions and utilities.

RELEVANT EXPERIENCE

I-210 Soundwalls S310, S338 and S341 Improvements Project, City of La Cañada Flintridge, CA. Assistant resident engineer/project controls engineer for this \$3.3-million soundwall improvement project along the I-201 Freeway. The project involves three soundwalls, temporary construction easements onto private and school properties, construction on and adjacent to City and/or State right-of-way (Caltrans). Improvements include tree removals and clear and grubbing in an environmentally sensitive area, which is also in close proximity to residential and school properties very interested in the project. Reinforced, ornamental masonry walls are constructed on Cast-In-Drilled-Hole (CIDH) Piles and concrete pile caps. Substantial coordination is required with Caltrans and the County of Los Angeles Building and



Al Aguilera
Public Works Inspector

Project Experience

- Roadways and highways
- Bridges, retaining walls and sound walls
- Water, sewer, lift stations, force mains, and reservoirs
- Landscape and irrigation
- ADA compliant C&G, driveways
- Traffic signals
- Parks
- Mass grading and precise grading
- Residential and commercial development

Education

Certification for Building and Safety, California State University, Northridge

Asphalt and Concrete Estimating Certification, Citrus College

Public Works Water Certification, Citrus College

Certification for Irrigation Installation, Cal Poly Pomona, Kellogg West

Senior Landscape Certificate for Design, Cal Poly Pomona, Kellogg West

Trained and qualified by the Fire Department in excavation and trench safety/excavation and trench rescue (2014)

Registrations/Certifications

C27 license

PEST Controller Advisor, CA

Years of Experience

Entered the profession in 1967
With APP since 2013

Al Aguilera offers more than 45 years of experience performing inspection for public works, Caltrans and federally funded projects. Al has extensive experience with Caltrans specifications and standards, the Standard Specifications for Public Works Construction (SSPWC, AKA “the Greenbook”). Al’s experience includes roadway construction and rehabilitation, concrete curb, gutter, sidewalk, driveways, retaining walls, sound walls, traffic signals, earthwork and grading, water, sewer, force mains, landscape and irrigation, highway and bridge and residential/commercial developments projects. His strong organizational, scheduling, documentation, and bookkeeping skills are complemented by his fluency and communication skills in both written and verbal Spanish and English.

RELEVANT EXPERIENCE

Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance, CA. Inspector for this \$1.6-million, federally funded roadway rehabilitation and landscape improvement project. Work generally involved removal and replacement of deep lift paving sections, grind and overlay of the street limits using Asphalt Rubber Hot Mix (ARHM), hardscape and landscape improvements. The project utilized federal funds, requiring contract administration and project / documents controls in strict adherence to the Caltrans Local Assistance Procedures Manual. (01/2015)

Inspection of 2013 City-wide Street Improvement Project, City of Alhambra, CA. Project consisted of Removal and replacement of ADA handicap ramps, remove and replace curb and gutter, 1 ½ miles of asphalt grind and overlay, application of +/- 100,000 Type II slurry seal. (01/2015)

2014 HUD Street Improvement Project, Various Locations, City of Alhambra, CA. Served as construction inspector for HUD/CDBG funded street improvements that included traffic control, survey and monumentation, installation of BMP’s, removal of existing curb and gutter, removal of sidewalk, removal of existing pavement, six curb drain outlets, new alley improvements, sidewalk, ramps, curb, gutter replacements, full depth pavement repairs, tapered cold milling, installation of 1” leveling course, installation of conventional pavement overlay, adjustment of utility accesses, adjustment to manholes, striping restoration, installation of traffic detector loops. (2014)

Midwick Tract Street Improvement Project, City of Alhambra, CA. Inspector on this \$1.5-million residential roadway rehabilitation project. The project involved substantial dig out and deep lift repair, grind, crack sealing and overlay in the Midwick Tract section of the City of Alhambra. Coordinated QA testing, and performed oversight of traffic control, quantity measurements, quality assurance. Maintained detailed project records and daily construction reports, and facilitated timely pay

application processing and project acceptance and closeout. (2014)

Residential Slurry Seal, City of Torrance, CA. Inspector for this \$380,000 slurry seal program on residential streets and parking lots at a city park and water pump station facility. The project included crack sealing, 1.4-



million square feet type II slurry seal, removal and replacement of 600 feet of curb and gutter, and 50 parking lot wheel stops, as well as appurtenant traffic striping, traffic control and public relations. Responsibilities included quality assurance, project documentation, public relations and assistance with contract administration duties. (11/2014)

Angeleno Avenue Improvements, City of Burbank, CA. Inspector for the recently completed (2014) street improvement project that extended from 1st Street to Glenoaks Boulevard. The \$600,000, one-mile long project was a high profile project because of its close proximity to both City Hall and the police station. This street rehabilitation project consisted of the removal and replacement of asphalt, installation of new PCC curb, curb and gutter, sidewalk, ADA ramps, installation of traffic signal equipment and associated traffic and bicycle loops. The project was completed on time and within budget. (2014)

Leisure World Pavement Rehabilitation Project, Golden Rain Foundation, Seal Beach, CA. Inspector for Phase 1, 2, 3 and 4 of the Leisure World pavement rehabilitation project. Duties include monitoring traffic control, monitoring the SWPPP, inspection of removal and replacement of AC pavement, the cement treatment of the soils, sidewalk R&R, installation of traffic signal loops, curb and gutter R&R, 1" overlay, plus slurry seal and striping. Also responsible for coordination with the Soils Technician for the compaction and density testing. This \$1-million project and five-month assignment also included preparation of Daily Logs with photographs, meeting with both the client and contractor regarding project work schedule and budget, assisting the client with change orders, and the generation of punch lists. (2013)

Inspection of 2013 Citywide Street Improvement Project, Alhambra, CA. Project consisted of Removal and replacement of ADA handicap ramps, remove and replace curb and gutter, 1 ½ miles of asphalt grind and overlay, application of +/- 100,000 Type II slurry seal. (2013)

Cape Seal on Various Streets, City of Yorba Linda, CA. Inspector for this \$500,000 cape seal program on residential streets and a bike path. The project included 40,000 square feet of A/C paving deep lift repairs, crack sealing, 45,000 square yards of cape seal on Orient Drive, Avocado Avenue, Ohio Street and Palm Avenue, and 4,600 square yards of slurry seal on a bike path. (2013)

Citywide Roadway Rehabilitation and Slurry Seal Project, City of Yorba Linda, CA. Inspector for this \$800,000 residential major arterial asphalt concrete roadway rehabilitation and slurry seal program on various residential streets and some arterial roadways. The project included grind and overlay, crack sealing, slurry seal, striping and appurtenant traffic control and public relations. (2012)

West Branch Greenway Landscaping^[DD4], City of Bellflower, CA. Inspector for this \$570,000 Civil and landscaping project that bisects the City diagonally starting at Lakewood Boulevard at the northwest following an abandoned railroad right of way southeasterly to the SR-91 through varying densities of residential, equestrian, park, retail, restaurant and commercial uses. The project is wholly funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The construction management processes and contract administration procedures closely adhered to Chapter 16 of the Caltrans Local Assistance Procedures Manual. (01/2012)

Beaumont Boulevard Bridge Widening, City of Beaumont, CA. Inspector, this federally funded widening of this bridge over the I-10 freeway. The project widened an existing structure from two to four lanes, and involved coordination with and oversight by Caltrans via an encroachment permit. Duties included contract administration, inspection of falsework, Cast in place concrete beams, daily reports, quantity verification, SWPPP compliance, contract labor compliance and all documents control. (2006)

Masonry Soundwall Project, I-5 from Norwalk to the I-605, City of Santa Fe Springs, CA. Inspector for several miles of federally funded sound wall construction within Caltrans right-of-way. Duties included contract administration, inspection of false work, Cast in place concrete beams, daily reports, quantity verification, SWPPP compliance, contract labor compliance and all documents control.



Ed Pratt
Public Works Inspector

Project Experience

- 42+ years of public works construction management and inspection experience
- Extensive storm drain improvement project experience

Education/Certification

OSHA Safety Program Certification
Trench Safety Certification
Concrete Technology Continuing Education
Advanced Blueprint Reading Continuing Education
Construction Equipment Operator Continuing Education

Years of Experience

Entered the profession in 1972
With APP since 2012

Ed Pratt has more than 42 years of public works infrastructure construction and inspection experience, including pavement construction, rehabilitation, overlay and slurry seal, concrete structures, storm drain installation, new channels and rehabbing of existing channels, sewer installation, public parks, community facilities, grading, traffic signal installation, striping, landscape and irrigation installation, reinforced concrete walls and block walls. His background includes construction management, construction supervision, public works inspection, expert witness representation, change order processing, schedule tracking, and municipal bidding processes. Additional specialties include construction site traffic control, work site safety, OSHA compliance, project client liaison, and federal and state agency funding requirements.

RELEVANT EXPERIENCE

Arterial Roads Rehabilitation Project, Palos Verdes Drive East, City of Rancho Palos Verdes, CA. Inspector for this \$3.2-million, five-mile road rehabilitation project which involved providing traffic control, construction survey, saw cutting, unclassified excavation, PCC curb and gutter, curb access ramps, bus pads, drainage modifications, asphalt pavement road widening and repairs, AC berms, gravity block walls, roadway signing, asphalt pavement milling and overlay, crack routing and sealing, micro-surface paving, traffic striping and markings, raised pavement markers, and other work. (10/2014)

Williams and Oris Alleys Paving Improvement projects Compton Alleys, City of Compton, CA. Served as inspector, providing inspection services for the \$515,370 Oris and Williams Alley street improvement projects. Work involved construction of paving, curb and gutter, alley approaches, handicap ramps, sidewalk replacement, and related construction work in addition to signage and pavement marking to complete the project. All work related to the adjustment of utility covers, valve and meter boxes affected by contract work. (2014)

Sidewalk and Street repair, Area 3 and 5, Phase 1, City of Rancho Palos Verdes, CA. Inspector for +/- 10,000 lineal feet of curb and gutter remove and replacement, driveway remove and replacement, 150,000 sf of sidewalk remove and replacement, multiple wheelchair ramps, +/- 500,000 sf of asphalt street remove and replacement. (2014)

Sidewalk Removal and Replacement, Areas 3 and 5, Phase 2, City of Rancho Palos Verdes, CA. Inspector for the removal and replacement of over 100,000 sf of sidewalk and driveways. (2014)

Eshelman Avenue Water Main Replacement and Pavement Rehabilitation, City of Lomita, CA. Inspector for paving portion of this water main replacement and roadway rehabilitation project. Paving operations included cold milling of the entire roadway on Eshelman Avenue from Lomita Boulevard to Pacific Coast Highway. Inspection of ground surface resulted in elimination of all proposed crack sealing. The paving section consisted of a ¾ inch leveling course, 3/8" chip seal and 2-1/2 inch ARHM overlay. Appurtenant work involved manhole and valve adjustments, thermoplastic striping, and traffic loop replacement. The project required a Caltrans Encroachment permit for traffic control and paving operations within the State Right-of-Way at Pacific Coast Highway. (2014)

Pioneer Boulevard Rehabilitation Between Imperial Highway and Lakeland Road, City of Norwalk, CA. Inspector for this \$565,000 I-5 widening mitigation, roadway rehabilitation project including curb and gutter, sidewalk removal and replacement of 1,200 square feet of sidewalk, 1,500 lineal feet of curb and gutter,



commercial driveways, median island repairs, 245,750 square feet of cold planning and 3,250 tons of rubberized asphalt. (03/2013)

South Highland Extension, City of Fontana, CA. Inspector for this five-mile street extension, including complete rehabilitation on one side, complete intersection work on two major arterial crossings, storm drain, sewer main, curb, gutter, sidewalk, handicapped ramps, three traffic signals, 42 street lights and hardscape. Responsible for quality assurance, certified payroll, quantities and billings, change management, public relations, daily reports and project closeout. (2003)

Mango Ave and Baseline Rehabilitation and Realignment, City of Fontana, CA. Inspector for complete removal of street surface, realignment of the street, compaction, curb and gutter, sewer, storm drain, traffic signal, landscaping, CAB and asphalt along city blocks of Mango Avenue and one block on Baseline Road. Responsible for overseeing traffic control, certified payroll, punch list, public relations, change orders, daily reports, verification of quantities and billing. (2002)

190th Street Rehabilitation and Water Main Replacement, City of Torrance, CA. Inspector for this project including curb and gutter, sidewalk removal and replacement of 20,000 square feet of sidewalk, 3,000 lineal feet of curb and gutter, 4,000 lineal feet of 12" ductile iron domestic water line with house service and fire hydrant connections, 2,600 feet of CL900 12" reclaimed water line, 2,600 feet of communication conduit with inner duct, commercial driveways landscaped median islands and bus pads. Roadway improvements included 9,000 tons of rubberized asphalt with complete street rehab, consisting of 12" base fabric, 12" OV CAB and finish of base asphalt and a 2 ½ " rubberized cap. (1999)

Bandini Boulevard Street Rehabilitation, City of Bell, CA. Inspector for three miles of street rehabilitation including earthwork for an 11" street section, cold planning, deep lift base asphalt, AHRM overlay, Striping, loops, sidewalk replacement and handicap ramps. Substantial traffic control and night work were required. (1999)

Citywide Street Improvements, City of Lake Forest, CA. Inspector for street rehabilitation in various locations including pavement grinding, asphalt pavement overlay, slurry seal, striping, traffic control scheduling, and community outreach for over 10,000 linear feet of major arterials, secondary arterials, and residential streets as part of the City's Annual Pavement Maintenance Plan. (1999)

Street Improvements, City of San Clemente, CA. Inspector for this \$2-million, 12-mile street improvement project. The improvements included a 12" street section with paving fabric, A/C base course, AHRM overlay, curb, gutter, handicap ramps, and sidewalks. Responsibilities included typical inspection and contract administration duties for two separate construction contract and close coordination of complex traffic control challenges to maintain resident access at all times. (1998)

Street Improvements, City of Lake Forest, CA. Citywide street rehabilitation in various locations including Trabuco Road and Lake Forest Avenue. Work included pavement grinding, re-pavement and asphalt pavement overlay, slurry seal, striping, traffic control scheduling, and community outreach for over 10,000 linear feet of major arterials, secondary arterials, and residential streets as part of the City's Annual Maintenance Plan. (1998)

Orangethorpe Avenue Street Rehabilitation, City of La Palma, CA. Rehabilitation of Orangethorpe Avenue from Valley View Avenue to SR-91 including pavement grinding, pavement reconstruction, petromat placement, asphalt pavement overlay, striping, traffic control, and community outreach for over 2,500 linear feet of major arterial as part of the City's Annual Pavement Maintenance Plan. (1998)

Citywide Street Improvements, City of Chino, CA. Inspector for citywide street rehabilitation including full pavement grinding, asphalt pavement overlay, traffic signal installation, striping, traffic control scheduling, and community outreach for over 10,000 linear feet of major arterials, secondary arterials, and collector streets as part of the City's Annual Pavement Maintenance Plan. (1998)



Tony Plante

Senior Construction Inspector

Inspection responsibilities for the following agencies:

- City of Bellflower
- City of Covina
- City of Fountain Valley
- City of Huntington Beach
- City of Lake Forest
- City of La Mirada
- City of Temple City
- City of Torrance
- City of Yorba Linda
- Charter Oak Unified School District
- County of Los Angeles

Education

Mount San Antonio College

Registrations/Certifications

Certified Arborist – WC1156,
International Society of
Arboriculture

Pest Control Advisor – 05265
Qualified Applicator – 31203,
California Department of
Agriculture

Years of Experience

Entered the profession in 1980

With APP since 2011

Tony Plante brings more than 30 years of experience in project management and inspection of public works construction and maintenance projects including federally funded projects, roadway construction and rehabilitation, slurry seal, concrete sidewalks, curb and gutter, driveways and handicap ramps, utility coordination, and landscaping. Tony is particularly strong in contractor compliance with plans and specifications, administrative duties including the requirements for federally funded projects such as employee interviews, certified payroll compliance and managing the required documentation. Tony possesses interpersonal skills necessary in dealing with a variety of problems encountered in a Public Works environment. He has the ability to manage multiple tasks in a deadline driven environment. He is extremely detailed oriented and has excellent organizational and project management skills.

As an inspector, Tony is responsible for inspecting new construction or repair work for roadway, bridges, railroads, signals, culverts, drainage, water, sewer, and dry utility systems.

RELEVANT EXPERIENCE

Trabuco/Monroe Intersection Improvements, City of Irvine, CA. For this federally funded project, served as construction inspector for cold milling, removal and replacement of AC pavement, AC pavement surface course overlay, removal and reconstruction of curb ramps, construction of roadway structural section, concrete curb, gutter and sidewalk, median islands, metal beam guard rail, retaining wall, reinforced concrete box (RCB) culvert, riprap and associated drainage structures, removal and construction of transition structures, installing traffic signal, traffic striping and signage, and traffic control devices, and other items not mentioned here, but are required by the plans and the Special Provisions. (Ongoing)

On-Call Public Works Inspection, City of Irvine, CA. Consultant inspector for major arterial roadway improvement projects over a 2-year period. (Ongoing)

Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance, CA. Served as inspector for this \$1.6-million, federally funded roadway rehabilitation and landscape improvement project. Work generally involved removal and replacement of deep lift paving sections, grind and overlay of the street limits using Asphalt Rubber Hot Mix (ARHM), hardscape and landscape improvements. The project utilized federal funds, requiring contract administration and project / documents controls in strict adherence to the Caltrans Local Assistance Procedures Manual. (01/2015)

Culver Boulevard Improvements, Scottsdale Drive to I-5 Southbound On-ramp, City of Irvine, CA. Senior construction inspector for this project that consisted of: clearing and grubbing; cold milling, roadway excavation and paving; removal and replacement of asphalt pavement, concrete curb, gutter, curb ramps, driveways and sidewalk; utility protection, relocation, cooperation and coordination; construction of drainage and water quality facilities; grading and erosion control; pavement delineation and signing; irrigation and landscaping; coordination with Caltrans for work within their right of way; traffic signal modification and installation; traffic signal interconnect installation; ramp metering modification; street light conduit systems. (2014)



Campus Drive from Culver Drive to University Drive, City of Irvine, CA. Senior construction inspector for this project that consisted of: clearing and grubbing; asphalt concrete cold milling, removal, and paving; removal and replacement of concrete curb, gutter, and sidewalk; traffic signal loop and video detection modifications, street light relocations, electrical duct and wire installation, reclaimed water facilities installation, earthwork grading, landscape planting and irrigation installation, utility facilities adjustment to grade. (2014)

Talbert Avenue and Brookhurst Street Rehabilitation and Resurfacing, City of Fountain Valley, CA. Public works observer for the federally funded \$888,000 rehabilitation and resurfacing of Talbert Avenue from Magnolia Avenue to Newland Avenue and Brookhurst Street from Warner Avenue to Heil Avenue. The project included a full width cold milling operation on both of these major arterial streets, ARHM resurfacing, handicap ramp removal and replacement, installation and improvement of existing driveways, portions of sidewalk, curb and gutter. Due to the impact on public travel this project required considerable oversight of traffic control measures to minimize public inconvenience. (12/2013)

Clark Avenue Pavement Rehabilitation, City of Bellflower, CA. Served as public works inspector for the pavement rehabilitation of Clark Avenue, which extended from Artesia Boulevard to the South City limit, a distance of approximately 2,000 feet. Clark Avenue is a minor arterial highway approximately 55 feet in width with two travel lanes in each direction. (03/2013)

Del Amo Boulevard Extension Project, T-30 – Phase 2, City of Torrance, CA. Senior inspector for the construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also included a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities. The estimated construction cost is \$15M and is partially funded by the American Recovery and Reinvestment Act (ARRA), Regional Surface Transportation Program (RSTP) funds, as well as MTA and local funding sources. (2012)

N47 Maple Avenue at Sepulveda Boulevard, City of Torrance, CA. Senior inspector for the construction a new designated southbound right-turn lane on Maple Avenue valued at \$190,000. The improvements included roadway widening on the west side of Maple Avenue, utility relocation, new asphalt concrete paving, re-alignment of curb/gutter and sidewalk, traffic signal modifications and new roadway striping/markings. The project was funded entirely with funds from the South Bay Measure R Highway program. (2012)

Fountain Valley Recreation Center Master Plan Expansion, City of Fountain Valley, CA. Lead inspector for the \$18-million expansion of a major regional recreation center for the City of Fountain Valley. The project involves the rehabilitation of the existing 55-acre sports facility and a 23-acre expansion. The project added six adult softball fields soccer and other league baseball fields, sports field lighting, fiber optic communications, two new rest room and concession facilities, new maintenance facility, over 1 mile of nature trails, eight parking lots, storm drain, sewer system, water, irrigation, landscaping and access roads throughout the facility. Also inspected new curb, gutter, and sidewalk within the park development. (2009)

Firestone Blvd. between Knott Avenue and East of Phoebe Avenue, City of La Mirada, CA. Senior public works inspector for this project that consisted of cold mill of existing AC pavement, construction of AC overlay and the associated striping. The project included construction over a live track/Union Pacific railroad crossing. Monitored the Contractor's activities and traffic control, produced daily reports, maintained a file of materials delivery tickets and verified pay quantities. (2008)

Citywide Fiber Optic Installation, City of Huntington Beach, CA. Senior public works observer for a citywide fiber optics installation and Fiber To The Premise (FTTP). Construction operations included trench less boring installation of conduits, concrete placement for sidewalk areas, paving and cold milling street and trench sections, slurry seal, parkway and restorative landscaping, backfill of soils, alignment for conduit runs within City Right of Ways and enforcement of NPDES standards. (2007)



Dana Hutchins
Public Works Inspector

Project Experience

Inspection responsibilities for the following agencies:

- Eastern Municipal Water District
- Moulton Niguel Water District
- City of Anaheim
- City of Beverly Hills
- City of Corona
- City of Garden Grove
- City of Huntington Beach
- City of Indio
- City of La Cañada Flintridge
- City of Lake Forest
- City of Manhattan Beach
- City of Moreno Valley
- City of Palm Desert
- City of Rancho Mirage

Education

BS/1967/Mechanical Engineering/ California State University, San Diego

Registrations/Certifications

Heavy Equipment Operators School/U.S. Marine Corps
Explosive Ordnance Disposal School/U.S. Marine Corps
3rd Assistant Engineers License/U.S. Merchant Marine

Years of Experience

Entered the profession in 1970
With APP since 2014

Dana Hutchins has more than 40 years of varied experience in construction management, inspection services, and mechanical engineering. His project experience includes managing the construction of numerous large-scale water and wastewater treatment facilities including pump stations, water and sewer lines, bridges, buildings, major roadways, and recreation facilities. His construction inspection experience includes both field and managerial positions. He has reviewed and prepared change orders, responded to requests for information (RFI), reviewed submittals, and prepared progress payments.

RELEVANT EXPERIENCE

Cherry Avenue Widening (19th Street to 230-feet south of Pacific Coast Highway), City of Signal Hill, CA. Will provide construction inspection for the federally funded Cherry Avenue Widening (Phase 1 Project). The project extends from 230-feet south of Pacific Coast Highway (PCH) to the 19th Street Intersection. This is a federal-aid funded project, and the services are being provided in accordance with federal standards and requirements as detailed in the Caltrans Local Assistance Procedures Manual (CT-LAPM). (Estimated Completion 08/2015)

I-210 Soundwalls S310, S338 and S341 Improvements Project, City of La Cañada Flintridge, CA. Construction inspector for this \$3.3-million soundwall improvement project along the I-201 Freeway. The project involves three soundwalls, temporary construction easements onto private and school properties, construction on and adjacent to City and/or State right-of-way (Caltrans). Improvements include tree removals and clear and grubbing in an environmentally sensitive area, which is also in close proximity to residential and school properties very interested in the project. Reinforced, ornamental masonry walls are constructed on Cast-In-Drilled-Hole (CIDH) Piles and concrete pile caps. Substantial coordination is required with Caltrans and the County of Los Angeles Building and Safety Division. The project also includes a substantial public art element consisting of a large mosaic tile piece, custom installed onto the masonry. (2014)

Pump Station Removal, Resident Engineer and Inspector, Huntington Beach, CA. As resident engineer and inspector, oversaw construction activities for a pump station removal and reconstruction and concrete lining of a major earthen trapezoidal channel. (2014)

Sidewalk Inspections, Department of Public Works, City of Beverly Hills, CA. As city engineer, provided inspection services for the reduction of trip hazards in sidewalks. (2014)

Alessandro Entryway Improvements, City of Moreno Valley, CA. Inspection of one mile of high profile pavement resurfacing, stamped concrete median, curb and gutter, sidewalks, and handicap ramps, which included coordinating traffic signal loop replacement, tree removal and relocation. (2010)

El Toro Road Traffic and Landscape Improvements, City of Lake Forest, CA. Resident engineer/inspector of the \$27-million Traffic and Landscaping Improvement project to El Toro Road for the City of Lake Forest. Responsible for conducting bi-weekly construction progress meetings; reviewing, processing, tracking, and filing submittals and RFI's; negotiating change orders; reviewing and approving progress pay estimates, administering certified payroll submittals, interviewing workers to assure prevailing wage confirmation, observing a/c and concrete placement, reviewing a/c and concrete tickets for compliance, reviewing traffic



control for compliance with applicable plans, and authorizing revision to the traffic control plans to suit the traffic. He also served as a liaison between the residents, shop owners, City and Contractor, and assured that the contractor documented all field changes. (2005)

Slater Channel Improvement Project, City of Huntington Beach, CA. As resident engineer and inspector, oversaw construction activities for a pump station removal and the reconstruction and concrete lining of approximately one mile of a major earthen trapezoidal channel. Provided inspection during structural excavation, backfill, rebar placement, and shotcrete placement. (2003)

Flounder/Shields Storm Water Pump Stations, City of Huntington Beach, CA. Resident engineer/inspector on manhole to lift station project. Resident engineer for the construction of additional bays and installation of pumps including inspection during structural excavation and backfill; forming and placement of reinforced concrete; electrical wiring and panel installation; and final site improvements. (2002)

Shields Storm Water Pump Stations, City of Huntington Beach, CA. Provided resident engineering and inspection services. Project involved complete removal and reconstruction of an existing pump station and the reconstruction of a larger station. The job site was a 90' by 60' lot between two homes. Responsibilities included inspection during structural excavation, pile driving concrete placement, forming, and pumps placement. (2000)

Imperial Avenue/La Palma Avenue Intersection Improvements, City of Anaheim, CA. Resident engineer for this \$5-million road widening and high voltage undergrounding project at Imperial Avenue and La Palma Avenue. (2004)

Street Improvement Phase 1, City of Manhattan Beach, CA. Resident engineer/inspector for this \$1.5 million street and sidewalk reconstruction project in the Tree Section of Manhattan Beach. (2002)

Monterey Avenue Bridge, Cities of Rancho Mirage and Palm Desert, CA. Provided construction management and engineering on a roadway/bridge continuing Monterey Avenue over the Whitewater River Flood Control Channel. Project included RCP storm drain, drywells, outlet structures, catch basins, rebuilding of a four-lane roadway and the construction of a 400-foot, pre-cast bridge on a cast-in-place, drilled hole-pile. (1995)

Annual Slurry Seal Program, City of Moreno Valley, CA. Inspection of the City's annual slurry seal program that covered eight million square feet of pavement rehabilitation. (1994)

Fred Waring Drive Bridge and Approach Roadways, City of Indio, CA. Managed the roadway/bridge project continuing Fred Waring Drive over the Whitewater River Flood Control Channel. Work included widening the roadway, construction of a cast-in-place bridge on driven steel pipes, a new water main, crib walls, and drainage improvements. (1993)

Eastern Municipal Water District, Perris, CA. Provided CM resident engineer services for the expansion of the Sun City Wastewater Treatment Plant. Work included the witnessing and subsequent approval of pump testing for the treatment plants' pump station. (1990)

South Corona, Water Treatment Facility, City of Corona, CA. Provided CM services for the City of Corona for the construction of the water treatment facility in South Corona that included extensive pump station work. (1989)

Moulton Niguel Water District, Laguna Niguel, CA. Provided CM services for the construction of Plant 3A, a waste water treatment plant, for the Moulton Niguel Water District that included extensive pump station understanding. (1987)



Keith Forbes
Public Works Inspector

Project Experience

- Concrete structures
- LNG storage tanks
- Mining / tunneling
- Bulk earth works
- LNG CPP plants / petroleum refineries
- EPCM projects
- Light and heavy rail projects
- LNG field compression stations

Education

Columbia College/Sonora, CA
US Army Corps of Engineers
Training

Certifications

ICC Structural Concrete
Certification
ACI Level II Inspector
Certification
NICET Railway/Subway
Certification
Confined Space Entry
Working at Heights
GI Safety Induction (Coal
Surface)
Resources and Infrastructure
Industry Supervisor’s Course
Communicate Information
(MNCG1009/RIICOM301)
Certificate II and III in Surface
Extraction Operations (RII20209
and RII30109)
Certificate III in Mining
Exploration Four Wheel Drive
Vehicle (RII30509)
Structural Steel Inspection
Certification

Years of Experience

Entered the profession in 1989
With APP since 2014

Keith Forbes has more than 30 years of construction inspection experience for public agencies, including local, regional, state and federal, as well as large commercial and industrial clients. His specific project experience includes roadways, bridges, highways, light and heavy rail, concrete structures, liquid natural gas (LNG) storage tanks, mining/tunneling, bulk earth works, LNG plants and field compression stations, coal preparation plants (CPP), petroleum refineries as well as engineer procure and construction management (EPCM) projects. Keith is well versed at addressing the strenuous administrative and quality assurance requirements of various funding requirements.

Keith’s key responsibilities have included observing and inspecting all aspects of construction to identify document and report construction performance, in addition to verifying compliance with plans specifications and codes. Keith’s background expands in many areas including on-site inspection, plans examination, project coordination, working with architects and planners, report preparation, document control, and client relations. He has extensive experience with Caltrans specifications and standards, the Standard Specifications for Public Works Construction (SSPWC, AKA “the Greenbook”), Construction Standards Institute (CSI), American Institute of Architects (AIA), Engineers Joint Contract Documents Committee (EJCDC), documentation and report procedures and systems, as well as experience with coordination and interfacing with multiple agencies and the public simultaneously. Keith is Caltrans highway safety trained, OSHA construction safety certified, and possesses multiple ICC and ACI certifications.

RELEVANT EXPERIENCE

Alameda Corridor East Construction Authority, Jump Start Safety Program, Irwindale, CA. Resident inspector for the federally funded, \$23-million heavy civil and heavy rail project. Inspection involved safety improvements to up to 45 surface intersections along a 30-mile route. This project was a portion of the nationally significant, rail improvement project to improve safety fed and traffic/rail delays through the San Gabriel Valley. (2004)

Alameda Corridor Transportation Authority, North End Projects, CA. Inspector for a federally funded multi-mile reconstruction of a railroad bridge, widening of an existing bridge, excavation work, demolition and reconstruction of a 300-foot box culvert, landscaping, new track installation, and signal installation. (2000)

223rd and Abalone Improvements, City of Torrance, CA. Senior inspector responsible for performing inspection services for full infrastructure and roadway improvements for this \$2-million project. Coordinated closely with the City’s staff, contractor and general public to complete the project on time and within budget. The improvements included street reconstruction, overlays, curb and gutter, storm drain, waterlines, sewer, and landscape improvements. (2006)

Pavement Overlay and Slurry Seal, Chino Hills, CA. Senior inspector responsible for performing inspection services and public relations for 91 streets that involved slurry seal, overlay, reconstruction and striping.



Coordinated and inspected the installation of drainage facilities that were designed by CBM on a fast track schedule after construction started. (2005)

Pedestrian and Parking Lot Enhancements, City of Santa Monica, CA. Lead inspector for services that included inspection for a multi-faceted, fast track, public improvement project. The project consisted of three bid packages to be phased with other major construction occurring in the area. Project elements included streetscape improvements, pedestrian crosswalks, curb extensions, street re-alignments, sidewalk widenings, landscaping, parking lot reconstruction, traffic signal improvements, drainage improvements, utility coordination, street reconstruction and overlays, and coordination with five other projects all scheduled for construction within the same year. (2005)

I-215 Western Segment, Las Vegas Beltway, Section 11A, Clark County Public Works, Clark County, NV. Inspector for a \$20-million project, scheduled for completion in 390 days. Responsible for construction inspection of a three-mile stretch of freeway including three bridges, a storm drain system, street lighting, traffic signals, and paving. The project was part of Clark County's accelerated plan to circle the Las Vegas metropolitan area to improve traffic circulation throughout the Valley and included two diamond interchanges using soffit-fill construction, a twin bridge grade separation, 12 miles of the initial four lanes of the eight lane PCC pavement highway and associated drainage, traffic, and retaining wall improvements. (2005)

I-405 Pavement and Realignment, Los Angeles, CA. Served as senior construction inspector for this \$22-million project that included civil works for I-405 freeway interchange realignment. The project included concrete bridge realignment, storm water re-alignment new pavement sections, abutment construction, and earth works. (1993)

Highway 101, Millbrae Avenue Interchange, Millbrae, CA. Served as senior construction inspector for this \$16.5-million project that included concrete bridge works, on ramp civil and pavement works, storm water improvements signal conduit duct banks, signal pole works, pavement, and earth works. (2003)

Hollywood Boulevard Corridor, Los Angeles Metropolitan Transit Authority, Los Angeles, CA. Served as senior construction inspector for this \$8.6-million project responsible for leading concrete inspection for tunnel invert, and wall placement. The project included concrete segment placement rebar, and HDPE lining. (1995)

Red Line B-271 Subway Station, Los Angeles Metropolitan Transit Authority, Los Angeles, CA. Served as senior construction inspector for this \$600-million project responsible for all civil works, including station and excavation and backfill, concrete placement of invert, and station construction. (1998)

The United States Department of Defense (DoD), San Bruno, CA. Served as construction inspector for ten years on various Department of Defense projects throughout the State of California and overseas. Two years spent on the Island of Diego in Garcia working on a major DoD project with three major contractors. The \$800-million project included runway construction, control tower construction, and runway lighting. (1989)

WWTP#3 Expansion, City of Bakersfield, CA. Served as senior construction inspector for this \$373-million project that included civil works, process piping, above and below ground, CMU block and concrete structures, concrete storage tanks, and underground conduit duct banks. (2009)



Debby Cobb

Contract Compliance/ Documents Control

Project Experience

Labor Compliance w/Audits:

- City of Torrance Del Amo Ave, ARRA Federal Funding, Caltrans Audit successful
- City of Bellflower, West Branch Greenway Landscaping ARRA, Caltrans and FHWA audit successful
- Carson, JMM Carson Community Center, HVAC, Dept. of Energy audit successful
- City of Laguna Beach, City Hall Energy Efficiency Units, Deb reviewed cert payrolls, DOE also reviewed and approved cert payrolls
- City of Laguna Hills, La Paz @ I-5 Interchange, Caltrans and FHWA successful audit
- City of Newport Beach, Jamboree Widening at CA 73. Caltrans successful audit

Labor Compliance:

- City of Bellflower, ADA Sidewalk Replacement, Federal Funding
- City of Lake Forest, ADA Access Ramps, Federal Funding
- County of Imperial, LTA Phase I AC Overlay of Various County Roads, Project No. 5662
- City of Laguna Beach, Broadway (SR-133) Streetscape Improvements (CIP Project No. 249)
- City of Moreno Valley, Heacock St Bridge, reviewed cert payrolls
- NCRA, Railroad -reviewed cert payrolls

Education

BS/1986/Civil Engineering, CA State University at Long Beach

Years of Experience

Entered the profession in 1988

With APP since 2009

Debby Cobb has more than 25 years of project management experience in the disciplines of engineering, construction management, and public financing. Her expertise includes contract administration services, labor compliance and project funding administration. Debby provides contract administration services to support construction managers by coordinating and documenting communication between the public agency, client, design team, prime and subcontractors, inspectors, utility companies, and local residents and businesses affected by construction. For federally funded projects, she performs labor compliance and documentation of the various aspects required including prevailing wage comparisons and labor interviews.

Debby has substantial federal funding experience including preparing, coordinating and processing E-76 Forms to obligate funds for projects as required by the Local Assistance Procedures Manual, Notice of Award Exhibits, and Progress Invoicing.

Contract Labor Compliance: Monitoring and confirming compliance with state and federal prevailing wage laws, auditing certified payrolls reports, comparing reports with inspector daily reports and employee interviews, providing required report documents to contractors, and notifying and confirming resolution of any discrepancies.

Construction Administration Support through Project Closeout:

Confirming public agency acceptance of infrastructure through as-builts and certification of quantities and costs, preparing necessary reimbursement submittals and follow-up for timely reimbursement to the developer, coordinating the release of construction bonds, and coordinating the acquisition by public agency of public infrastructure.

RELEVANT EXPERIENCE

Cherry Avenue Widening (19th Street to 230-foot south of Pacific Coast Highway), City of Signal Hill, CA. Provides documents control and contract compliance for construction management services for the federally funded Cherry Avenue Widening (Phase 1 Project). The project extends from 230-foot south of Pacific Coast Highway (PCH) to the 19th Street Intersection. This is a federal-aid funded project, and the services are being provided in accordance with federal standards and requirements as detailed in the Caltrans Local Assistance Procedures Manual (CT-LAPM). (Estimated Completion 08/2015)

Arterial Roads Rehabilitation Project - Palos Verdes Drive East, Rancho Palos Verdes, CA. Document Controls / Labor Compliance Specialist for this \$2.8 million, 4.5-mile road rehabilitation project which generally involved providing traffic control, construction survey, saw cutting, unclassified excavation, PCC curb and gutter, curb access ramps, bus pads, drainage modifications, asphalt pavement road widening and repairs, AC berms, gravity block walls, roadway signing, asphalt pavement milling and overlay, crack routing and sealing, micro-surface paving, traffic striping and markings, raised pavement markers, and other work. (02/2015)



Crenshaw Boulevard Rehabilitation (182nd Street to 190th Street), City of Torrance, CA. Contract Administrator for this \$1.6 million, federally funded roadway rehabilitation and landscape improvement project. Work generally involved removal and replacement of deep lift paving sections, grind and overlay of the street limits using Asphalt Rubber Hot Mix (ARHM), hardscape and landscape improvements. The project utilized federal funds, requiring contract administration and project / documents controls in strict adherence to the Caltrans Local Assistance Procedures Manual. (01/2015)

Energy Efficiency Program, City of Laguna Beach, CA. Responsible for the labor compliance of this \$450,000 retrofit of lighting, HVAC, roofing, building energy management and other various energy efficiency measures at City Hall and other City facilities. (11/2014)

Broadway (SR-133) Streetscape Improvements (CIP Project No. 249), City of Laguna Beach, CA. Labor compliance and document control support for this federally funded landscaping and scenic beautification project that includes storm drain, hardscape, landscape and irrigation, public art and pedestrian improvements along Broadway Street / SR-133 from Cliff Drive to Forest Avenue. The project required coordination with three separate artists, transit operations, Orange County Flood Control District, Caltrans Permits and Inspection, Caltrans Office of Local Assistance, Businesses and Residents, and the Laguna Beach School District. Responsible for preparing all documentation for reimbursement for Federal Surface Transportation Program – Local funds in coordination with the City and Caltrans Office of Local Assistance. (05/2014)

I-210 Soundwalls S310, S338 and S341 Improvements Project, City of La Cañada Flintridge, CA. Document Controls / Labor Compliance Specialist for this \$3.3-million soundwall improvement project along the I-201 Freeway. (2014)

West Branch Greenway Landscaping, City of Bellflower, CA. Responsible for labor compliance for the civil and landscaping project that bisects the City diagonally starting at Lakewood Boulevard at the northwest following an abandoned railroad right of way southeasterly to the SR-91 through varying densities of residential, equestrian, park, retail, restaurant and commercial uses. The project is wholly-funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The construction management processes and contract administration procedures closely adhered to Chapter 16 of the Caltrans Local Assistance Procedures Manual. (01/2012)

Del Amo Boulevard Extension Project, T-30, Phase 2, Torrance, CA. Labor Compliance officer for the construction of a new four-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widen an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their respective utilities. The estimated construction cost is \$15 million and is partially funded by the American Recovery and Reinvestment Act (ARRA) (2012)

Congresswoman Juanita Millender-McDonald Community Center Refurbishment/Upgrade, Carson, CA. Labor compliance for this energy efficiency project funded with DOE grants. Responsible for labor compliance and document controls for this construction management project. The proposed performance contract allows 255 calendar days, with the first 120 days allocated to procurement of long lead items. The construction cost estimate is \$4,870,000 and includes federal and Carson Redevelopment Agency funds. (2012)

Downey Avenue Rehabilitation, City of Bellflower, CA. Labor compliance and documents controls specialist for this \$360,000.00 ARRA funded project to resurface of Downey Avenue from the South city limit to the North city limit. A double encroachment permit for work on the SR 91 on and off ramps required substantial coordination Caltrans. (11/2010)



On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

2.3 Resumes and Qualifications of Personnel

2.4 References

2.5 Overview and Approach

2.6 Compensation/Payment Schedule

2.7 Proposal Forms



2.4 References

While employed at APP, our team members performed similar work on the following projects in California in the last five years.

Greenbelt Low Flow Infiltration Project, City of Manhattan Beach, CA



Client/Reference: City of Manhattan Beach
Michael Guerrero
Principal Civil Engineer
mguerrero@citymb.info
(310) 802-5355

Project Dates: Start: 2012 Complete: 2013

Services: Construction Management, Inspection

Construction Cost: \$550,000

Status: Successfully completed

Team Members: Dino D'Emilia, PE - CM

A low flow infiltration system within the City's greenbelt between Valley Avenue and Ardmore Street was implemented in order to better comply with increasingly stringent state water quality standards. The project accomplished this by intercepting the City's existing storm water system at a nearby catch basin and diverting the flow into a new infiltration system starting at 2nd Street southward to Boundary Place. The improvements involved installation of 2,300 lineal feet of 24 inch double barrel perforated polyethylene pipe, with Crushed Aggregate Base (CAB) backfill wrapped in geotextile fabric and compacted native soil cover along the existing greenbelt pathway. Existing surface drainage now infiltrates into the system instead of carrying pollutants into downstream storm drains. The diversion structure includes an 8 foot x 16 foot x 16 foot cast-in-place concrete diversion weir box in series with a pre-fab. Continuous Deflective Separation (CDS) unit. Excavation depths for the proposed improvements varied from 12 to 15 feet, which required the utilization of engineered shoring throughout the project.

City of Bellflower, West Branch Greenway Landscaping, Bellflower, CA



Client/Reference: City of Bellflower
Gerald Stock, PE, City Engineer
(562) 804-1424

Project Dates: Start: 07/2011 Complete: 01/2012

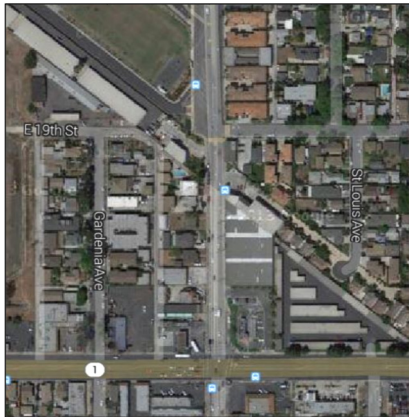
Services: CM and Inspection

Team Members: Dino D'Emilia, PE - CM
Joe Stoakley – Office Engineer
Al Aguilera - Inspector
Debby Cobb - Documents Control/
Contract Compliance

Federally Funded - Construction management, inspection services and labor compliance oversight civil and landscaping project bisecting the City diagonally starting at Lakewood Boulevard at the northwest following an abandoned railroad right of way southeasterly to the SR-91 through varying densities of residential, equestrian, park, retail, restaurant and commercial uses. The project was wholly-funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The construction management processes and contract administration procedures closely adhered to Chapter 16 of the Caltrans Local Assistance Procedures Manual.



City of Signal Hill, Cherry Avenue Widening Signal Hill, CA



Client/Reference: City of Signal Hill
Steve Myrter, PE
Public Works Director
(562) 989-7356

Project Dates: Start: 01/2015 Est. Completion:
08/2015

Services: Construction Management

Team Members: Dino D’Emilia, PE – PM/RE
Joe Stoakley, PE – Asst. RE, OE
Debby Cobb - Documents Control/
Contract Compliance
Dana Hutchins, Inspector

Federally Funded - APP has been selected to provide construction management services for the Cherry Avenue Widening (Phase 1 Project). The project extends from 230-feet south of Pacific Coast Highway (PCH) to the 19th Street Intersection. This is a federal-aid funded project, and the services are being provided in accordance with federal standards and requirements as detailed in the Caltrans Local Assistance Procedures Manual (CT-LAPM). In order to increase the overall efficiency of the Cherry Avenue / PCH intersection, the Project calls for the addition of two new traffic lanes, one in the southbound direction, and one in the northbound direction of Cherry Avenue between PCH and 19th Street. This will extend the existing two-lane configuration along Cherry Avenue south to Pacific Coast Highway.

City of Bellflower, Downey Avenue Pavement Rehabilitation, Bellflower, CA



Client/Reference: City of Bellflower
16600 Civic Center Drive
Bellflower, CA
Gerald Stock, City Engineer
(562) 804-1424

Project Dates: Start: 05/2010 Complete: 11/2010

Services: CM and Inspection

Team Members: Dino D’Emilia, PE - CM
Debby Cobb - Documents Control/
Contract Compliance

Construction management and inspection services for the \$360,000.00 ARRA-funded project to resurface of Downey Avenue from the South city limit to the North city limit. The improvements consist of a grind and overlay of an arterial highway 60 feet wide and 3,966 feet long. A double encroachment permit for work on the SR-91 on and off ramps required substantial coordination Caltrans. Improvements also included reconstruction of curb ramps, construction of a concrete truck pad at, replacement of vehicular detection loops, and installation of new bicycle detection loops. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The construction management processes and contract administration procedures closely complied with to Chapter 16 of the Caltrans Local Assistance Procedures Manual.



City of Torrance, Del Amo Boulevard Extension, T-30 – Phases 1 and 2, Torrance, CA



Client/Reference: City of Torrance
20500 Madrona Ave.
Torrance, CA 90503
Craig Bilezerian, City Engineer
(310) 618-3054

Project Dates: Start: 2009 Complete: 2012

Services: Construction support, Inspection

Team Members: Dino D’Emilia, PE – Project Manager
Tony Plante –Inspector
Debby Cobb - Documents Control/
Contract Compliance

Federally Funded - The project site was surrounded by industrial, commercial and manufacturing uses, including the Exxon-Mobil refinery to the north and Dow Chemical to the south, with moderate to densely populated residential areas and retail uses just east and west of the project limits. The overall project was valued at over \$32 million, including right of way acquisitions. **Phase 1:** Inspection services rendered to assist City staff with the successful delivery of the \$1.5-million reroute of two water and two sewer pipelines to accommodate the future construction of the Del Amo Blvd. Extension Project. **Phase 2:** Construction support for an estimated \$11 million construction contract to construct a new 4-lane roadway (Del Amo Blvd.), widening of an existing segment of Del Amo Blvd., new and upgraded traffic signals at 4 intersections, a new street lighting system, a new bridge over the BNSF Railway’s mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of off-site facilities, and coordination with SCE and ExxonMobil Oil for utility relocation. American Recovery and Reinvestment Act (ARRA) funds, Regional Surface Transportation Program (RSTP) and MTA funds were used for the project, requiring full federal fund administration, transparency compliance and administration in conformance with the Caltrans Local Assistance Procedures Manual.

City of Torrance, Crenshaw Boulevard Rehabilitation (182nd St. to 190th St.), Torrance, CA



Client/Reference: City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503
Lubna Arikat, Associate Engineer
(310) 618-3066

Project Dates: Start: 05/2014 Complete: Q1/2015

Services: Construction Management

Team Members: Dino D’Emilia, PE – Const. Manager
Joe Stoakley, PE – Contract
Administrator / Office Engineer
Al Aguilera – Inspector
Debby Cobb – Contract Complianc

Federally Funded - APP provided construction management for this \$1.6-million, federally funded roadway rehabilitation and landscape improvement project. Work generally involved removal and replacement of deep lift paving sections, grind and overlay of the street limits using Asphalt Rubber Hot Mix (ARHM), hardscape and landscape improvements. The project utilized federal funds, requiring contract administration and project / documents controls in strict adherence to the Caltrans Local Assistance Procedures Manual.



City of Laguna Beach, Broadway Streetscape Improvements (CIP Project No. 249), City of Laguna Beach, CA



Client/Reference: City of Laguna Beach
530 Forest Street
Laguna Beach, CA
Mark Trestik, PE
Asst. City Engineer
(949) 497-0300

Project Dates: Start: 3/2014 Complete: 5/2014

Services: Construction management

Team Members: Dino D’Emilia, PE – Resident Engineer
Joe Stoakley, PE – Office Engineer
Debby Cobb - Documents Control/
Contract Compliance

Federally Funded - APP provided construction management for this federally funded hardscape, landscape, public art and pedestrian improvements along Broadway Street / SR-133 from Cliff Drive to Forest Avenue. This primary route between the City and the SR-73 and I-405 carries substantial vehicular traffic, is adjacent to the Laguna Canyon Channel and is home to many commercial, retail, restaurant, entertainment and artisan businesses. Proper implementation and continuous diligent maintenance of traffic controls, storm water pollution protection, best management practices and public relations measures was imperative for the successful delivery of this project. A Caltrans dual permit will need to be processed, and close coordination with Caltrans inspectors and oversight representatives was maintained throughout the project. Additionally a permit from Orange County and coordination with OC inspectors was required.



On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

2.3 Resumes and Qualifications of Personnel

2.4 References

2.5 Overview and Approach

2.6 Compensation/Payment Schedule

2.7 Proposal Forms



2.5 Overview and Approach

Project Understanding

The City is soliciting proposals from professional consulting firms to provide engineering services on an as-needed basis. The work, in general, consists of construction project management services and/or construction project inspection services for the City’s capital improvement projects.

APP will assist the City through this contract to provide the necessary services. APP will utilize our in-house staff to complete the assignments to meet the City standards.

The summary of the projects in the Capital Improvement Program (CIP) presented in RFP Appendix 11 and as available at the link on the City of Manhattan Beach website includes projects that are very similar to successfully completed projects on which APP delivered identical services.

The City is anticipating establishing contracts with up to three consultants. The total value of each of the contract shall not exceed \$300,000 and will be for a period of two years with the City’s option of extending for an additional year. We understand that a

detailed scope of work for each project or task will be outlined once Consultants are selected and specific projects or tasks are identified. In addition, a project specific proposal for each task order will be requested from the Consultants. If the City accepts the proposal, the Consultant will be assigned the task. Construction Management and Inspection fees would be paid on a per-project basis utilizing the cost per unit on work method as illustrated in the RFP’s Appendix 6.1 - Exhibit 10-H Sample Cost Proposal.

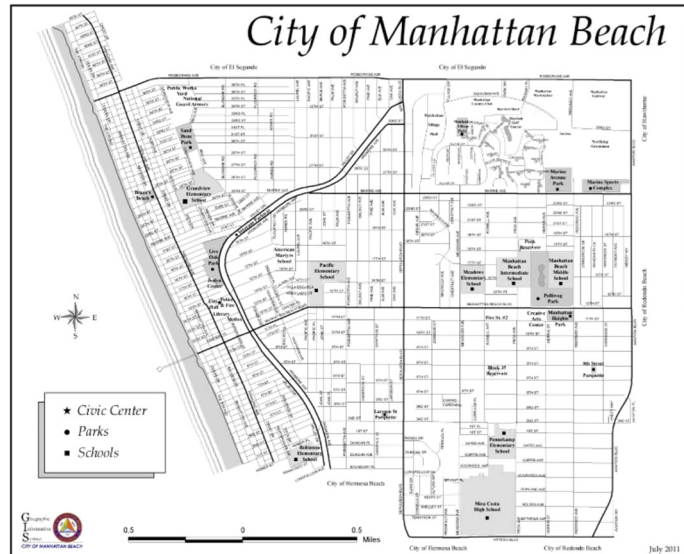
The City’s five-year CIP includes significant infrastructure reinvestment. Several grants and transportation fund sources have come on-line and will provide significant funding for projects. APP team members have thorough knowledge and familiarity with the Caltrans Local Assistance Procedure Manual as well as required contract administration and funding source stipulations, and will comply with the requirements of those funding sources. .

Project Approach

The APP Construction Management (CM) team firmly believes that the key to a successful project is more than just performing tasks outlined in a scope of work. Any competent team can follow a set of written guidelines. The key to a successful project is performing each task with a realistic and clear understanding of what the real intent of the project is and constructing the final product with a "win-win" attitude.

Management of any construction project requires a proactive approach with knowledgeable and experienced staff. APP owes the successful completion of many public client projects to our ability to find and maintain excellent professional staff and our dedication to organization, documentation, and proactive management of the construction process. Our keen understanding of and experience with the public process including proper administration of federal, state and local funding requirements, and public construction contract administration also results in a smoother project experience. The experience and proactive approach of the APP team keeps the project on time, within budget, and on track for safe and successful completion.

The APP CM approach begins with the end in mind. The end being a quality project, safely delivered on time and within budget. This process starts with our review of the key project elements to gain a complete





understanding of the project schedule, budget, and comprehensive scopes of work for all project stakeholders. APP delivers construction management systems and procedures developed by construction managers. These tools are scalable and customized to best fit the client's project needs and budget, and to integrate with the City's way of doing business. From simple, time-tested forms and procedures to the state-of-the-art in construction management and web-based systems, APP delivers small and large projects on-time and under budget while keeping the client up to date on a "real-time" basis.

Our proposed project team has specific, relevant experience on nearly identical projects, ready to transfer for the successful completion of projects under this On-call CM and Inspections contract.

Critical Issues

APP specializes in providing construction management and inspection services to public agencies. Recognition and implementation of key, time tested solutions on the following typical issues is imperative to the successful completion of public capital improvement projects.

Safety: First and foremost, APP always considers safety the most important issue on any construction project. APP managers and inspectors are at a minimum 10 hour OSHA certified. Our team will recommend key safety provisions to require the contractor to have competent safety personnel and site specific safety programs employed on the project at all times and will monitor the Contractor's operations for compliance with the project safety requirements and requisite provisions of State and Federal Law.

Public Relations: APP is well versed at the successful completion of CIP infrastructure projects on major arterials that affect many residents, businesses and services. The following critical constituents are typical to this type of project and will need to be carefully coordinated:

- **Public Transportation** – It is possible that bus stops will be affected by construction work. To minimize impacts to transit operators and riders, transit operators will need to be involved in the preconstruction meeting. The Contractor will be required to incorporate relocation activities and advanced notice activities into the project schedule.
- **Emergency Services** - Traffic delays during construction can adversely affect emergency services including medical, fire and public safety. Coordination with the police, fire, and medical departments, and all construction staff is extremely important. Communication of appropriate alternative routes must be made to emergency officials in advance of and throughout the duration of the project.
- **Business, School and Residential Access** - Access to businesses, schools and residential driveways will be required to be maintained as feasible, with proper advance notice and coordination with any impacted properties well in advance of scheduled outages to minimize impacts to the school and/or affected businesses and residents.
- **Pedestrian Traffic** - Pedestrian safety measures must be addressed in high pedestrian locations such as at routes serving businesses, residences, schools and bus stops.

The project team will need to intensify and continue the public relations efforts as construction start dates approach and throughout the duration of the projects. APP's approach to construction phase public relations is described in the scope section below.

Protocol and Communication: Timely and concise communications are essential to the successful completion of any construction project. Protocol will be determined as appropriate for each project and maintained for the project duration. Communications and correspondence will be handled in a professional and respectful manner. APP equips its CM team with the state of the art in electronic management hardware and software, such that electronic documentation is utilized for as much of the required documentation as possible. The APP CM team is well versed as the primary project contact, acting as the hub of communication with timely distribution of requisite correspondence and documentation to all respective stakeholders as applicable.



Contractor’s Representation: Consistent and competent representation by the contractor is a key factor in the successful completion of any building project. The public works industry in Southern California is a haven for contractors that act as brokers, constructing projects using a small management staff and all else by subcontractors. While some are successful at this approach, the contractor’s ability to maintain quality control is substantially lower in a low bid environment. APP will recommend clear and specific requirements for inclusion into the bid documents to establish 1) The minimum percentage of work required to be performed by the prime contractor 2) documentation requirements for verification of the amount of work to be subcontracted 3) Requirements for the contractor’s full time project management, safety officer and superintendence throughout the project and 4) Minimum qualifications for the contractor’s project manager, safety officer and superintendent. APP CM staff work proactively and cooperatively with contractor staff to monitor proper supervision during construction operations.

Bidability / Constructability: The APP CM team has extensive experience optimizing project bid documents for public agencies. Conducting a bidability / constructability review of construction bid documents typically results in savings substantially exceeding the cost of the review services. Public bid documents consist of many separate sections, plans, permits and reference standards. APP is very well versed in reviewing public bid documents to identify potential conflicts, omissions and / or recommendations for alternative methods or products to achieve similar to better results at equivalent or less cost. The APP constructability / bidability review methodology is further detailed in the scope of services section below.

Storm Water Pollution Prevention Plan: Bidders should be clearly apprised of the minimum requirements to mitigate storm water during each phase of construction. It is recommended a SWPPP be included in the bid package with corresponding separate bid items. The APP team is well versed at verifying best management practices and monitoring establishment, maintenance and modification of SWPPP measures on complex multi-phase projects. Additionally the APP team has acted as the data submitter for several local agencies, and implemented the NOI application, uploading of various reports and processing of the NOT.

Temporary and Permanent Utilities: Early and continuous coordination with utilities is imperative to ensure timely availability of temporary and permanent services. APP has extensive experience assisting contractors in dealing with local utilities on complex utility coordination projects for other agencies as well as for utility agencies directly.

Potholing prior to start of construction operations: Confirmation of the locations of underground structures that may interfere with construction of projects is imperative prior to the initiation of removals. It is therefore recommended that the contractor be required to perform a diligent pothole survey of the project limits, identify potential impacts to the project and mitigate those potential impacts prior to full mobilization and start of demolition and removal activities. This will mitigate most unforeseen potential delays, thereby minimizing the duration of time the public is inconvenienced by the project.

Traffic Control: Timely approval of final traffic control plans, detour plans, and coordination of the content and location of changeable message signs in compliance with the plans, specifications, and City encroachment permit(s) will be critical to the timely completion of projects. Close monitoring of lane closure time restrictions and traffic control maintenance will help to minimize inconveniences to the traveling public. Incorporation of traffic control phasing into the project schedule by the Contractor results in smoother critical path schedule review and updating processes.

Schedule: The ability of the CM to monitor, track and control the contractor rests largely on the adequacy of the specifications and schedule requirements set forth to the contractor. APP will recommend time tested

The image shows a Gantt chart titled "FOUR WEEK LOOK-AHEAD SCHEDULE" for "JOB NO. 133132". The chart lists various tasks such as "MEETING", "PERMITS", "CONSTRUCTION", and "UTILITY" with their respective durations and start/end dates. A vertical orange bar highlights a specific period on the timeline.



language for incorporation into the bid documents to establish useful and fair scheduling requirements to keep a proactive look-ahead tool for the project. Additionally these requirements will include provisions to establish clear procedures for addressing only legitimate impacts to project time, thereby minimizing the need for delay related change orders, disputes and their resulting costs. APP CM staff work proactively and cooperatively with contractors on a weekly basis to review and coordinate upcoming activities, drilling down on each activity to identify key quality assurance, safety, pedestrian control, submittals and/or documentation requirements necessary to successfully implement upcoming activities.

Substitutions and Submittals: Timely procurement of materials and equipment for any building construction project is imperative. By submitting its bid, the Contractor is indicating it can successfully procure and construct the necessary components within the allotted time. APP will recommend provisions to be added to the specifications to require that the contractor clearly identifies required lead times for all components of the project through a detailed, subsection by subsection submittal log, tied to the critical path schedule. APP CM Staff will assist the City to continuously monitor that the contractor submits each item in a timely manner and that the review and approval of each item is not unnecessarily delayed by the City and/or A/E review process. Responses will be clearly documented to note the contractor’s failure to meet specification requirements, thereby maintaining the contractor’s responsibility to meet the contract completion deadline. Any substitution requests will only be processed for consideration if the item is considered equal or a substantial savings can be identified with little or no degradation to the quality or function intended for the specified item.

Requests for Information (RFIs): APP will receive review, expedite and process responses to contractor RFIs. Contractors typically utilize the RFI process to initiate changes on construction contracts. APP staff reviews all RFIs and clearly document that responses are clarification and that no additional cost or time will be considered. Should a response to an RFI appear to potentially impact cost or time, APP will identify and recommend implementation of the most cost and quality effective alternative to the City, and expedite implementation with the Contractor.

Change Management / Claims resolution: APP will implement its time tested claims management process to minimize changes to the project and avoid claims such that the project can be quickly and successfully closed out. The basis for APP procedures is a well-organized documentation system, a keen understanding of the construction process, exceptionally qualified staff and fair and firm negotiations. The APP CM Team will not defer difficult issues and will process only change issues that have been analyzed and determined to have merit. Those items will only be recommended for consideration when the most reasonable cost and time have been negotiated and all alternatives to avoid the impact have been exhausted and/or resolved.

Federal Fund Administration: Construction management for federally funded on-call projects will need to adhere to the following provisions of the Caltrans Local Assistance Procedures Manual (LAPM) in order to completely address the scope of services included in the RFP:

- Chapter 9, Civil Rights and Disadvantaged Business Enterprise,
- Chapter 15, Advertise and Award the Project,
- Chapter 16, Administer Construction Contracts, and
- Chapter 17, Project Completion



The APP Team has extensive experience successfully delivering very similar projects utilizing federal funding, through the final design, bid, award, construction and project completion phases.

Project Controls

APP maintains tight project controls on all of its client contracts through a systematic approach that initiates at the time of contract award. The APP assigned project manager works with APP's accounting department to set up the client project on only those APP staff members that are approved to work on the contract / project. Other support staff are deployed as needed under APP's overhead administration process. Our web-based timecard system provides multi-level reporting features that provide real time analytics for monitoring contract budgets. Invoices are carefully reviewed for adherence to personnel, hourly rate, task and overall budgetary constraints. If project issues arise that appear may cause additional work or delays, the project manager works cooperatively with the client to identify the most efficient solutions to minimize impacts to budget and schedule.

A summary of APP's project controls for client construction contracts is detailed in the scope of services section below.

Quality Assurance/Quality Control (QA/QC) Management Process

AndersonPenna's construction management quality assurance / quality control process starts with standardization of successful procedures. All projects utilize APP's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system. APP's electronic filing system is a cloud based system accessible real-time to all APP project team members as well as its client as requested.

Daily, weekly and periodic correspondences, logs and reports are regularly reviewed for accuracy, up to date maintenance, aging, escalation of issues, appropriateness, potential changes and/or claims and contract compliance.

APP CM and inspection staff are equipped with the latest computer, software, smart phone, internet field connectivity devices. Additionally, APP provides its staff with all required tools, standards and equipment. APP employs both an in-house and outsourced IT support services that continuously monitor and maintain APP technology systems.

In addition, APP offers its employees excellent benefits, encourages and compensates for continuous education, resulting in a loyal team of professionals with longevity of service that are on top the latest industry trends.

APP's approach and process for client construction contract quality assurance is detailed in the scope of services section below.

EXCLUSIONS TO SCOPE OF SERVICES:

- Legal advice
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Building Code Inspection
- Specialized Software (other than MS Office Suite & MS Project)
- Surveying, construction staking, monument establishment or preservation
- Design services and responsibilities
- Materials, soils and/or hazardous materials testing or monitoring
- Construction Labor, Materials and/or Equipment
- Copies of plan and specifications or other oversized drawings

Scope of Work - Construction Project Management

APP accepts the Scope of Services and related deliverables included in the Section 4 of the RFQ. APP's approach and additional detail to the Scope of Services is also further detailed below. APP will be responsible



for construction management and inspection. The APP team will perform as part of the City’s team, in the City’s best interest, as an extension of City staff.

Constructability Review of Bid Documents:

Constructability reviews will be conducted as directed by the City. A “punchlist” of comments and recommendations will be submitted to the City for consideration and implementation with the project architect / engineer.

The APP CM team will review the plans for bidability and constructability and identify potential value engineering solutions, ambiguities, conflicts and/or omissions apparent during its review. The Bid documents and technical specifications will also be reviewed for potential duplication/overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. APP will also recommend key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project, as noted in the approach section above.

The APP constructability / biddability review typically involves the following:

- Check pothole data and as-built underground and overhead utility information against proposed design / assist design team with resolving any resulting conflicts
- Identify and implement quantity measurement methodologies for most efficient and accurate field measurements during construction
- Compare plan notes with standard and special revisions, eliminate and/or remove any conflicts / overlapping requirements
- Check quantities
- Check construction notes and proposed improvements against bid items and bid item descriptions / identify and resolve apparent inconsistencies and/or gaps
- Compare proposed removals with proposed improvements and existing field conditions
- Compare proposed improvements and specifications with Caltrans permit conditions, implement resolutions to apparent conflicts
- Recommend special provisions language for project specific and time tested public contract remedies
- Recommend order and precedence revisions and/or standard specification modification, as applicable
- Recommend bid item allowances and minimum performance requirements Contractor deferred design items, e.g. detailed traffic control phases, pedestrian safety measures, public relations activities, SWPPP / NOI development and processing, etc.
- **Project Phasing:** It is imperative that the bidders have complete and clear disclosure of any phasing requirements to maintain City and/or other stakeholder operations throughout construction. In order to minimize the potential for impacts and/or claims, minimum phasing plans or narrative requirements will be recommended for inclusion in the bid documents and a separate bid line item(s) be established to identify the adequacy of the bidders’ intent to facilitate the necessary phasing requirements. Additionally, separate sub-milestones can be established (with separately calculated liquidated damages attached) to ensure that the phases are properly carried out to ensure

ANDERSON-PENNA
CONSTRUCTION BID ITEM QUANTITY MEASUREMENT REPORT

PROJECT NAME: West Beach Overlay Landscape Improvements
CITY SPECIFICATION #: 0910-18
FEDERAL PROJECT #: 651F-CV-048 (12)
CLIENT: City of Sealover
CONTRACTOR: DMA Development Contracting, Inc.
RESIDENT ENGINEER: Gerald Stock, P.E.
CONSTRUCTION MANAGER: Dino D'Emilio, P.E.
INSPECTOR: Alfred Aguilera
REPORT #: 4 PERIOD: 9/20/11 TO: 9/30/11

INVOICE SUMMARY ALL BID ITEM SECTIONS				
BID ITEM	Previous Invoice	This Invoice	Total To Date	Notes
1	\$ 1,844.00	\$ -	\$ 1,844.00	
2	\$ 640.00	\$ 420.00	\$ 1,060.00	Item Complete
3	\$ 11,951.58	\$ 53,488.94	\$ 65,440.52	
4	\$ 20,407.30	\$ 23,966.75	\$ 44,374.05	
5	\$ -	\$ 22,407.90	\$ 22,407.90	
6	\$ -	\$ -	\$ -	None this period
7	\$ -	\$ 700.00	\$ 700.00	
8	\$ 12,950.00	\$ 15,956.50	\$ 28,906.50	
9	\$ 15,074.40	\$ 3,866.40	\$ 18,940.80	
10	\$ 1,239.50	\$ 7,733.00	\$ 8,972.50	
11 (monthly)	\$ -	\$ -	\$ -	Omitted
12	\$ 87,389.19	\$ 121,242.66	\$ 208,631.85	
13	\$ 14,821.37	\$ -	\$ 14,821.37	Item Complete
14	\$ 790.00	\$ 520.00	\$ 1,310.00	
TOTAL FOR REPORT	\$ 184,326.24	\$ 246,226.15	\$ 430,552.39	

MEASURED PER CONTRACT PER BID ITEM DETAIL REPORT BY: Alfred Aguilera INSPECTOR (Signature) DATE SUBMITTED: 10/17/2011

Reviewed By: Gerald Stock (Signature) DATE: 10-24-11

Gerald L. Stock, Resident Engineer (Signature)



the continuous and unobstructed use of critical existing operations (if any). APP has extensive experience working with contractors to facilitate critical phasing requirements on complex projects.

- **Project Scoping:** Check for clear identification of project limits. For unit price contracts with budgetary limits (e.g. projects with indefinite paving rehabilitation areas) methodology to maintain quantities delivered within the budget program will be developed and implemented into the bid documents and project procedures.

Bid Analysis: Diligent and time tested procedures for review and evaluation of bids will be utilized as the basis APP’s recommendation to the GSOC of the contractor to be selected. The following items will be researched, reviewed and analyzed:

- Confirm completeness of bids
- A tabulation of bid items and totals to compare each bidder’s line items and check arithmetic totals, comparison with the A/E opinion of probable cost / independent cost estimate and identification of potential unbalancing of bid items.
- Perform internet research of the apparently best qualified and responsible bidders, key subcontractors and their key employees to check for complaints, major projects, anomalous activities, etc.
- Call and check references for prime contractor and key subcontractors (both those listed in the bid and/or determined through other sources) based on a pre-established list of questions developed in collaboration with the GSOC
- Check contractual licenses for prime and subcontractors for expiration, bonding and any known complaints

Documents Tracking and Control: Complete and current project files shall be kept at the job site, or at a location agreeable to the City, and shall be available to the City at all times. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI’s, field orders, change orders, claims inspection reports, test reports, etc. The APP project controls system includes a detailed file indexing system for all project hard files. APP has already developed customized forms, reports database structure, and work breakdown structure, well suited for typical public works projects. We will adapt our system to the specific needs of the project, to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule. The table below illustrates the typical documents control measures that are implemented on APP construction management projects:

Item	Method	Frequency
Master Schedule	MS Project	Monthly
Look Ahead Schedule	MS Project/Excel	Weekly
Correspondence	Outlook, Word, Speed Memos	Daily/Continuous
Project Documentation	Hard Files and Electronic Files	Daily/Continuous
Submittals	Reviews – Word, Log – Excel	Daily, as required. 72-hr turnaround
RFIs	Responses – Word, Log – Excel	Daily, as required. 72-hr turnaround
Progress Payments	Excel	Measurements – Daily



Item	Method	Frequency
		Quantity Measurement RPTs, Monthly
SWPPP/BMP Compliance	Excel	Weekly
Public Relations Inquiries	Log – Excel	Daily, as required
Photo and Video	Explorer	Video Pre-project, Photos Daily
Progress Reports	MS Publisher, Word	Monthly and as required
Project Contacts	Outlook and Excel	Daily
Project Calendar	Outlook	Daily
Meetings	Word and Outlook	Weekly and as required
Weekly Statements of Working Days	Excel	Weekly

Weekly Statement of Working Days: The APP CM will prepare a weekly statement of working days (WSWD), in conformance with LAPM Exhibit 16A, Form CEM-2701, documenting the construction progress, time of completion, delays and time extensions, and submit to the Contractor and the City on a weekly basis. The WSWD is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Documentation Interpretation and Technical Assistance: APP will perform the coordination between the Contractor, design team and City staff to clarify any questions for interpretation of the construction documents. Timely, firm, and fair determinations will be processed to minimize cost and time impacts to the project.

Written Instruction: APP will issue written instructions to the Contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.

Preconstruction Conference: APP will coordinate and conduct the pre-construction meeting including notification to the Contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. The pre-construction meeting will be coordinated and conducted in accordance with Chapter 16 of the LAPM.

The agenda and minutes will include the following items:

- Introductions of key personnel
- Project Overview
- Public relations, HOA, business, and services coordination, and issue resolution
- Utility coordination and integration of utility coordination activities into schedule
- Federal Funding, Caltrans Funding Administration Requirements and Responsibilities, Labor Compliance, and EEO and DBE paperwork and report requirements, etc.
- Caltrans Encroachment Permit Requirements
- Safety
- Confirmation of fully executed Contract and Notice to Proceed
- Establishment of Contract Time and Completion Date, schedule comments, and requirements for approval
- Review of Working Day definition and holiday schedule
- Chain of communication & key contacts
- Critical design elements, schedule, and cost factors



- Subcontracts
- Documentation and tracking controls
- Change order procedures
- Scope, schedule and cost change administration, notification requirements and controls
- Submittal and RFI process
- Identify long lead and any substitution and/or equal items
- Inspection and testing, review call-out, deputy/special, and testing requirements
- Progress payment procedures
- Right-of-way(s)
- Easements and special access considerations, night, and weekend work requirements
- Placement of signs
- Questions and answers
- Action item assignments

APP considers the pre-construction meeting as Progress Meeting No. 1. All items discussed are designated as “open” or “closed.” All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned a specific responsible party and a deadline for resolution. Each progress meeting is clearly documented and distributed to all attendees and affected coordination parties. APP will typically conduct, or at a minimum participate in, all site meetings. Pre-construction meeting and site meeting minutes will be distributed via fax and/or email to all meeting participants and to courtesy recipients identified by the City.

Construction Progress / Coordination Meetings: The following meetings will be held on site, as required:

- Periodic Project Team / Stakeholder Meetings Stakeholders will focus on the following items:
 - Progress during the period
 - Major decisions made
 - Planned vs. actual schedule
 - Upcoming work schedule
 - Current or unresolved problems
 - Anticipated or pending change orders
 - Impacts of problems or change orders on schedule and budget
 - Discussion of new goals
 - Planned vs. actual budget analysis
 - Contractor’s detailed 4 week look-ahead schedule
 - Progress and major decisions during the last week
 - Update of unresolved items from previous meetings
 - Status of submittals and change orders
- Special Meetings to discuss important / urgent issues or which require detailed discussion or review of plans and specifications.
- Status of submittals and change orders

Field Public Relations: APP’s construction manager and inspector will take a lead role to address public relations concerns. All inquiries and issues will be listened to and documented with accurate contact

The image shows a meeting minutes document for 'Old Area Boulevard Extension, T-02 - Phase 2'. The document includes a header with the project name and meeting title, a table of attendees with their names, titles, and contact information, and a table of discussion items with columns for ID, date, description, action by, due date, and status. The meeting was held on 05/04/2012 at 08:00 AM. The attendees listed are: Chris Kinn (Manager, Construction, Inc.), John B. (Vice President, Berra LPH/BBDO), Don W. (Vice President, Berra LPH/BBDO), Chuck Madala (Superintendent, C.P.H. Company), John Beger (Project Manager, C.T. B. Inc.), and Valerie Bardsley (Director, C.T. B. Inc.). The discussion items include: 1.1.1 Approval of Previous Progress Meeting Minutes (Closed), 1.1.2 Review of the Project Schedule (Closed), 1.1.3 Project Overview (Closed), 1.1.4 Submittal & Request for Information (Closed), 1.1.5 Lines of Communication & Emergency Contact List (Open), and 1.1.6 Construction Hours (Closed).



information for prompt follow-up. Feasible mitigations and PR measures to issues identified will be implemented immediately to minimize impacts to the surrounding public uses.

The construction manager and inspector(s) will work with businesses, motorists, pedestrians, cyclists and residents to address issues at expeditiously for resolution in the field whenever feasible. Any issues that cannot be immediately addressed in the field will be communicated through appropriate protocols with recommendations for the most efficient resolution. APP will expedite implementation of the solution that serves the project’s best interests, as mutually determined with the City, Contractor and affected parties.

Daily Construction Observation Reports: APP will compile daily observation reports documenting the Contractor’s workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the Contractor. The daily reports will follow Exhibit 16-C of the LAPM and will also be utilized for spot-checking the Contractor’s Labor Compliance in accordance with Section 16.7.

Storm Water Pollution Prevention/Erosion Control: APP will enforce all provisions of the Storm Water Pollution Prevention Plan (if ultimately required) and/or other requisite requirements set forth in the specifications. Upon a weather report of expecting rain, a site walk will be conducted to ensure that best management practices are in place and well maintained. APP will implement appropriate sanctions on the Contractor should it fail to address deficiencies in storm water pollution prevention/erosion control measures.

Traffic Controls: APP will oversee proper implementation of the traffic control plans by the Contractor and require corrections and diligent maintenance when required. APP will coordinate review of any traffic control plans required to address special situations and monitor compliance with the Work Area Traffic Control Handbook (WATCH) by the Contractor, as provided for in the specifications and in accordance with Section 16.16 of the LAPM.

Photographs: Photos shall be taken before construction begins, during construction, and upon completion of the project. Photo files will be maintained electronically, utilized to support project activities and documentation throughout the project, and provided to the City at the end of the project.

Submittal Processing: The CM will track all correspondence and submittals on this project. APP will receive all Contractor submittals and review them for completeness and general conformance with the contract documents. All shop drawings, samples and other submittals received from the Contractor will be logged in and routed to the City and the Architect. Responses will be logged in and transmitted to the Contractor. Submittals will be tracked throughout the project to ensure timely response in order to avoid Contractor claims for delay. All Submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, APP will recommend key contractual requirements for the Contractor to clearly indicate submittal processing requirements in the project schedule. Submittal content and review comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions.

Materials Control: The CM Team will establish a materials receiving process on site such that all materials deliveries are accompanied by proper delivery documentation satisfactory to confirm all products comply with the plans and specifications, approved submittals and bear the requisite certificate of compliance for source, product type and Buy America, as applicable. Materials delivered to the site lacking proper documentation will be flagged as unacceptable and not allowed to be incorporated into the Work until proper documentation is provided and verified.



SWPPP: APP CM and inspection staff will enforce all provisions of the Storm Water Pollution Prevention Plan and/or other requisite requirements set forth in the specifications. APP CM staff is well versed in SWPPP monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. At a minimum SWPPP requirements will be monitored and a specific SWPPP Checklist will be compiled. Any deficiencies noted will be addressed with the contractor for immediate remedy. Upon a weather report of expecting rain, a site walk will be conducted to ensure that SWPPP measures are in place and well maintained. Additionally, if desired by the City the APP team can be assigned as the data submitter for the project to implement the Notice of Intent (NOI) application, uploading of various reports and processing of the Notice of Termination (NOT) on the SMART website.

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

RFI's: Upon receipt, the CM will log, distribute, and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. In the event that the design engineer or any member of the City staff is required to answer questions, the CM/RE or Inspector will coordinate a timely resolution. APP will identify potential impacts to cost or time that may result due to issues identified in the RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

Change Orders: Each issue, which is identified as a potential change to the design, scope, cost or contract time, will generate change notice. The RE will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor. Any credits for work deleted as a result of the change will be required at this time as well. The Contractor's response to the RFQ will be evaluated for reasonableness and completeness. Upon approval by the City, the CM/RE or Inspector will prepare, log, and process change orders for full execution, and administer their implementation. Once fully executed, the inspector will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

**CITY OF LOMITA
PUBLIC WORKS DEPARTMENT**

CONTRACT CHANGE ORDER NO. 1

PROJECT DESCRIPTION: El Estero Federal Water Main Replacement & Payment Rehabilitation PROJECT NO. 82213-01

CONTRACTOR: Rios Construction Services, Inc.

PROJECT LOCATION: The Project is at _____

THE CHANGES BELOW ARE HEREBY EXPLAINED, AUTHORIZED AND DIRECTED.

REVISIONS OF THE BIDD NUMBERS:

NO.	DESCRIPTION	ORIGINAL QUANTITY	ORIGINAL QUANTITY	CHANGE	UNIT PRICE	NET/EST PRICE CHANGE
10	Remove 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - remove existing work	100	0	-100	0.00	\$0.00
10A	Install 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	0	100	100	4.20	\$420.00
10B	Install 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	0	100	100	15.00	\$1,500.00
10C	Install 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	0	100	100	15.00	\$1,500.00
10D	Install 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	0	100	100	15.00	\$1,500.00
10E	Install 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	0	100	100	15.00	\$1,500.00
Subtotal: \$ 3,920.00						

B. ADDITIONAL AND/OR EXTRA WORK

NO.	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
11	Supply and installation of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	1	10,000.00	\$10,000.00
12	Supply and installation of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	1	2,070.70	\$2,070.70
13	Supply and installation of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	1	6,228.30	\$6,228.30
14	Supply and installation of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	1	1,182.51	\$1,182.51
15	Supply and installation of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	1	11,528.50	\$11,528.50
Subtotal: \$ 30,150.00				

C. CREDITS TO THE CITY FOR INSPECTION, GEOTECHNICAL TESTING AND OTHER

NO.	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
16	Credit for inspection of 100' of 24" Dia. 10' Class III HDPE Pipe - equipment trailer - new work	1	(652.00)	\$-652.00
Subtotal: \$ (652.00)				

Page 1 of 3

Should changes be required that qualify for additional federal funding, APP will process and expedite the requisite documentation to the DLAE as outlined by Section 16.13 of the LAPM.

Force Account Daily Extra Work Reports: APP will verify and sign Contractor's daily extra work reports documenting force account (time and materials) work. In particular, APP will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports. The specifications do not appear to stipulate a rental rate basis. Should force account work be required for work qualifying for additional federal funds, APP will negotiate with the Contractor, if possible, to establish rental rates at or below the Caltrans Blue Book rate level. Otherwise, APP will document the differential between the negotiated rate and the maximum federally allowed rate such that the City is reimbursed for the allowable amount.



**On-call Construction Management and Inspection Consultant Services
for Infrastructure Projects**

Claims Avoidance: APP will assist the City with claims filed by the Contractor in accordance with the guidelines set forth by the LAPM Section 16.15, the General Specifications, and the Standard Specifications. APP is well-versed at negotiating and resolving claims amicably between contractors and public agencies. Should a claim require work in addition to APP’s contract, APP will be available on a time and materials basis if desired by the City, including assistance with processing required forms and coordinating with the DLAE, and processing additional funding if applicable. The provision of any legal advice or services is specifically excluded.

Schedule Review: The APP CM/RE will review the baseline construction schedule including activity sequences and duration, schedule of submittals, and schedule of delivery for products with long lead-times. The Construction Management team will evaluate the baseline project schedule for the following:

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

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

Schedule Control: During the progress of construction, the APP CM/RE will compare the Contractor’s schedule updates to the baseline schedule and any approved time extensions, note any shortcomings, and monitor and track corrections by the Contractor to keep the project schedule on track. If necessary, APP will negotiate time extensions due to change orders or other delays.

The screenshot shows a project schedule Gantt chart with columns for 'TASK', 'DESCRIPTION', 'QUANTITY', 'UNIT', 'START DATE', 'END DATE', 'PERCENT COMPLETE', 'START TIME', and 'END TIME'. The chart lists various construction tasks such as 'Site Preparation', 'Foundation', 'Structural Steel', and 'Roofing' with corresponding dates and completion percentages.

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

APP will establish quantity measurement forms and methods for each bid item. The CM will coordinate with the inspector to provide detailed quantity measurements for work as it is installed. Quantity measurements will include the specific location placed, field measurement and quantity calculation in accordance with the specified measurement and payment provision for each bid item, and any backup documentation such as certificate of compliance, materials delivery ticket, as appropriate for the item measured. All quantities will be properly documented on inspector daily reports and tied to a quantity measurement report that will be certified by the inspector, CM and City representative. The contractor’s representative will be required to acknowledge daily quantities measured, to eliminate the need for post installation re-visiting of bid item quantities.

The screenshot shows a 'PAY APPLICATION SUMMARY LOG' table with columns: 'Contract Application No.', 'Program Amount', 'Retention Amount', 'Contract Paid', 'Pay App. Submitted by City', 'Pay App. Submitted by Contractor', 'Payment Application Status', 'Date', and 'Notes'. The table contains several rows of payment application data.

APP will review the payment applications submitted by the Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Appropriate adjustments to each payment application will be required by the Contractor. When the payment application is acceptable and all backup documentation is verified (certified payrolls, lien releases, etc.), APP will prepare and forward to the City a Progress Payment Report. This report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. The APP team is experienced in evaluating complex pay applications. It is critical to the City’s best



interest that payment application review be performed accurately and prudently to maintain the prime and subcontractor incentives to perform on the projects.

APP will provide the City with the requisite documentation needed to process reimbursement requests to Caltrans pursuant to Section 16.9 of the LAPM. APP will assist the City as needed to prepare and expedite reimbursement requests with Caltrans.

Cashflow Management (Preliminary Notices, Releases and Stop

Notices): APP recognizes that the diligent monitoring and tracking of preliminary notices, conditional and unconditional releases is an important component of public construction management, enables the team to stay abreast of the construction contract cash flow and provides for excellent documentation of prompt payment as required by federal funding.

The RE will maintain a detailed log of preliminary notices and require conditional and unconditional releases from the contractor for all first tier subcontractors and any tier subcontractors that submit a preliminary notice.

Proactive monitoring of releases typically minimizes the incidences of stop notices. Should any stop notices be received, APP will work proactively with the contractor to address release of the stop notice and withhold 150% of the stop notice amount from progress and / or retention payments until the proper unconditional release is documented.

Labor Compliance: The APP team will work proactively and cooperatively with the Contractor to monitor and enforce the City’s and funding agencies’ requirements for labor compliance, as follows:

- Prior the each contractor’s mobilization to the project site, APP’s labor compliance specialist will review the submitted proposed labor categories to be utilized by prime contractors and subcontractors, and address any appropriate adjustments for compliance with the State and/or Federal Prevailing Wage Determination for direct wages and fringe benefits.
- APP’s inspector will track daily manpower utilized by employer and labor classification.
- APP’s inspector will conduct employee interviews in conformance with the Davis Bacon Act and/or other funding agency requirements.
- Certified payrolls and fringe benefit statements will be received and logged for each contractor and subcontractor on the project.
- Certified payrolls will be reviewed to confirm proper wages and benefits are paid to each employee and classification.
- Certified payrolls will be compared to inspector daily reports to confirm each employee, number of hours and appropriate classification observed on site was paid the proper amount.
- Certified payrolls will be compared against employee interviews.
- Any discrepancies identified will be documented and coordinated with the appropriate contractor or subcontractor through the appropriate resolution via the appropriate restitution paid to the employee, supplemental or corrected certified payroll submittal or supplemental daily report entries to correct mis-recorded entries.

DBE Compliance: The APP team will document that each contractor’s DBE commitment is utilized appropriately, as follows:

TABLE I
PROJECT: Downey Avenue
City of Inglewood PROJECT NO.: 10-16067

FIELD DENSITY TEST RESULTS

DATE	TEST NO.	LOCATION	WET DENSITY (PCF)	MAX DENSITY (PCF)	REL. COMPS.	ELEV. (FT)	CAL. TEST METHOD
10/27/10	1	41100	2.19	2.37	93	BO	231
10/27/10	2	40000	2.19	2.37	93	BO	231
10/27/10	3	41100	2.14	2.34	96	BO	231
10/27/10	4	41100	2.16	2.37	96	BO	231
10/27/10	5	41100	2.29	2.37	97	AC	375
10/27/10	AC-1	NB I-2 @ 17114 Downey	2.27	2.37	96	AC	375
10/27/10	AC-2	NB I-2 @ 17114 Downey	2.27	2.37	96	AC	375
10/27/10	AC-3	NB I-2 @ 17114 Downey	2.28	2.37	96	AC	375
10/27/10	AC-4	NB I-2 @ Center	2.28	2.37	96	AC	375
10/27/10	AC-5	NB I-2 @ 17120 Downey	2.34	2.37	98	AC	375
10/27/10	AC-6	NB I-2 @ Harmon	2.28	2.37	97	AC	375
10/27/10	AC-7	NB I-2 @ 250 into Artesia	2.29	2.37	97	AC	375
10/27/10	AC-8	NB I-2 @ Harmon	2.27	2.37	96	AC	375
10/27/10	AC-9	NB I-2 @ 200 into Artesia	2.29	2.37	97	AC	375
10/27/10	AC-10	NB I-2 @ 81W On Ramp	2.27	2.37	96	AC	375
10/27/10	AC-11	NB I-2 @ 200 into 91	2.30	2.37	97	AC	375
10/27/10	AC-12	NB I-2 @ Park	2.29	2.37	97	AC	375
10/27/10	AC-13	NB I-2 @ 17120 Downey	2.27	2.37	96	AC	375
10/27/10	AC-14	Test No. Not Used					
10/27/10	AC-15	SB I-2 @ Beachif	2.27	2.37	96	AC	375
10/27/10	AC-16	SB I-2 @ 81W	2.28	2.37	96	AC	375
10/27/10	AC-17	SB I-2 @ 81W On Ramp	2.28	2.37	96	AC	375
10/27/10	AC-18	SB I-2 @ 81W On Ramp	2.30	2.37	96	AC	375
10/27/10	AC-19	SB I-2 @ 300 into Artesia	2.29	2.37	97	AC	375
10/27/10	AC-20	SB I-2 @ Artesia	2.30	2.37	96	AC	375
10/27/10	AC-21	SB I-2 @ 683 Downey	2.27	2.37	96	AC	375
10/27/10	AC-22	SB I-2 @ 81W	2.27	2.37	96	AC	375
10/27/10	AC-23	SB I-2 @ 841 Downey	2.27	2.37	96	AC	375
10/27/10	AC-24	SB I-2 @ 841 Downey	2.28	2.37	96	AC	375
10/27/10	AC-25	SB I-2 @ 841 Downey	2.28	2.37	96	AC	375
10/27/10	AC-26	SB I-2 @ 841 Downey	2.28	2.37	96	AC	375
10/27/10	AC-27	SB I-2 @ 830 Downey	2.27	2.37	96	AC	375
10/27/10	AC-28	Test No. Not Used					
10/27/10	AC-29	NB I-2 @ 17120 Downey	2.27	2.37	96	AC	375
10/27/10	AC-30	NB I-2 @ 17120 Downey	2.28	2.37	96	AC	375
10/27/10	AC-31	NB I-2 @ 17120 Downey	2.28	2.37	96	AC	375
10/27/10	AC-32	NB I-2 @ 17120 Downey	2.28	2.37	96	AC	375
10/27/10	AC-33	NB I-2 @ 17120 Downey	2.28	2.37	96	AC	375
10/27/10	AC-34	NB I-2 @ Harmon	2.28	2.37	96	AC	375
10/27/10	AC-35	NB I-2 @ 17120 Downey	2.28	2.37	96	AC	375



On-call Construction Management and Inspection Consultant Services for Infrastructure Projects

- Listed DBE firm's certificate information, subcontracted work items and amounts and DBE certificate expiration dates will be logged at the outset of the project, and reviewed with the project team.
- The APP inspector daily reports will indicate when DBE subcontractors are utilized.
- The APP inspector will monitor that the Contractor does not self-perform, or utilize a substitute subcontractor for committed DBE subcontractor work unless the proper subcontractor substitution process has been followed and approved by the City.
- Required periodic reports documenting DBE utilization and payment will be compared to Inspector daily reports and certified payrolls to document actual and appropriate utilization.

EEO Compliance: For any assigned project that will be active during the month of July, APP will expedite timely processing of the requisite EEO documents pursuant to the LAPM.

QA/QC: APP will implement the City's established Quality Assurance Plan (QAP) as outlined in Section 16.14 of the LAPM for Non-NHS projects. APP will coordinate QA/QC activities on a daily basis and review activities as they happen to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner.

Testing and Observations: The APP CM and inspection team will coordinate laboratory, jobsite, and offsite/source inspection and testing of construction materials and required observations per the QAP, LAPM, construction documents, construction codes, and Jurisdictional Agencies. The CM and inspection team will monitor testing services, track documentation, and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. Test and inspection reports will be monitored and filed in accordance to Section 16.8 of the LAPM such that a materials certificate can be processed as part of the project completion documentation. The City's QAP requires both Acceptance Testing (AT) as well as Independent Assurance Sampling and Testing (IAST). No testing services were specifically requested with the RFP. Accordingly it is assumed that, the City has or will separately engage and administer both AT and IAST services contracts. APP will coordinate both the AT and IAST services as required to ensure adherence to the QAP.



Project Close-out: APP will expedite close-out of the project according to the plans and specifications, receipt of close out submittals from the Contractor, and preparation of the required forms per Chapter 17 of the LAPM including the federal report of expenditures, report of expenditures checklist, final inspection form, federal aid final invoice, final DBE utilization report, materials certificate, statement of materials used by contractors, other supplemental forms, and/or backup documentation.

Pre-Final Inspection: The CM/RE will perform the final job walk and prepare the punchlist (deficiency list). APP will coordinate and observe completion of required corrections. Should the Contractor lag on a portion of the completion of project work, APP will estimate the value of the incomplete items and recommend specific retainage in accordance with the contract to preserve the City's interest. If necessary, a change order will be recommended for approval for completion of the remaining work such that the City may file the Notice of Completion and begin the period of time after which stop notices and/or claims are no longer valid.

Final Inspection: All corrections must be made before APP recommends processing of the "Notice of Completion". Upon completion of the punchlist and final sign off by all project stakeholders, APP will make a recommendation to the City regarding the Contractor's final progress payment request and prepare final progress payment report for submission to the City.



Delivery of As-Built and close-out documents: APP will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items and require the Contractor to keep as-built records up to date throughout the project as required by the specifications. APP will review the Contractor's submittal of "as-constructed" conditions and compare this submittal to APP's own documentation. Discrepancies will be discussed, resolved, and recorded. Completed "as-constructed" plans will be submitted to the City.

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

APP will perform closeout duties, including final organization of project files, and submit to the City for final approval. APP will also assist with the filing of the Notice of Completion and Release of Retention.

DAILY CONSTRUCTION REPORT
 RESIDENTIAL STREET IMPROVEMENT PROJECT
 PHASE 2 FISCAL YEAR 2011-2012, AREA 3 AND AREA 5
 PROJECT NO. 064812

DATE: November 29, 2011 DAY: Wednesday (Imp. Incl.) E.P. Shift No.: 28

CONTRACT NO.: 064812
 CONTRACTOR: VSS Inc.
 PROJECT MANAGER: Robert Murphy
 CONTROL POINT MANAGER: Robert Marrok, P.E.
 SCHED. START: 8:30 AM SCHED. END: 4:30 PM TODAY: 11/29/11 WKS. TO GO: 54

TRAFFIC CONTROL - Project with Approved Plans: YES
 EROSION CONTROL: YES
 SMOKE COMPLIANCE: YES
 SAFETY & INSURANCE: YES

CONTRACTOR / SUBCONTRACTOR	EMPLOYEE NAME	CLASS	HR.	REMARKS	HR.	MR.	SR.	DR.
VSS Inc.	Robert Murphy	Foreman	8	Duration Truck	2:22	0	0	0
VSS Inc.	James Garcia	Laborer	8					
VSS Inc.	James Garcia	Laborer	8	Motor Truck	2:23	0	0	0
VSS Inc.	James Garcia	Laborer	8					
VSS Inc.	James Garcia	Laborer	8	Asphalt Truck	1:45	4	0	0
VSS Inc.	James Garcia	Laborer	4	Phone	1:30	4	0	0
VSS Inc.	John Smith	Operator	8					

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DAILY CONSTRUCTION REPORT
 RESIDENTIAL STREET IMPROVEMENT PROJECT
 PHASE 2 FISCAL YEAR 2011-2012, AREA 3 AND AREA 5
 PROJECT NO. 064812

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT	QUANTITY ORDERED	REMARKS	TIME USED (HRS)	TIME USED (MIN)
1	1" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
2	2" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
3	3" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
4	4" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
5	5" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
6	6" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
7	7" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
8	8" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
9	9" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
10	10" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
11	11" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				
12	12" POLYETHYLENE GLYCOL REINFORCED BITUM	1	LBS				

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DAILY CONSTRUCTION REPORT
 RESIDENTIAL STREET IMPROVEMENT PROJECT
 PHASE 2 FISCAL YEAR 2011-2012, AREA 3 AND AREA 5
 PROJECT NO. 064812

PHOTOGRAPHS

TOTAL HOURS ON SITE: 8

PREPARED BY: [Signature]
 TITLE: Inspector

REVIEWED BY: [Signature]
 TITLE: Construction Manager

Page 2 of 4

Post Construction Support: Upon the City's request, APP can assist the City with resolution of post construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner, latent claims, federal documentation requirements after the project completion, etc. on an additional time and materials basis.



On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

2.3 Resumes and Qualifications of Personnel

2.4 References

2.5 Overview and Approach

2.6 Compensation/Payment Schedule

2.7 Proposal Forms



2.6 Compensation/Payment Schedule

As requested in the RFP, we have provided our 2.6 Compensation/Payment Schedule in a separately sealed envelope.



On-call Construction Management and Inspection Consultant Services City of Manhattan Beach

2.1 Cover Letter

2.2 Organizational Chart

2.3 Resumes and Qualifications of Personnel

2.4 References

2.5 Overview and Approach

2.6 Compensation/Payment Schedule

2.7 Proposal Forms



2.7 Proposal Forms

We have included with our proposal the following forms: Addendum 1; Addendum 2; Non-collusion Affidavit; Certification of Proposal; Consultant Insurance Requirement; Exhibit 10-O1; and Exhibit 10-Q.

As requested in the RFP, we have also provided Exhibit K - Consultant Certification of Contract Costs and Financial Management System in a separately sealed envelope.



City of Manhattan Beach

Public Works Department

Phone: (310) 802-5568

FAX: (310) 802-5590

TDD: (310) 546-3501

REQUEST FOR PROPOSAL

Addendum No. 1

BID NUMBER: RFP# - 1032-15
BID TITLE: ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION CONSULTANT SERVICES
REQUESTING DEPARTMENT: Public Works – Engineering Division
RELEASE DATE: February 26, 2015
DUE DATE: Wednesday, March 18, 2015 @ 3:00 p.m. PST

The following changes are made to this Request for Proposal:

1. List of Appendices - Listing for Appendix 3 is deleted in its entirety and replaced with the following:

APPENDIX 3 – Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Consultant Services

2. Section 2.5, paragraph 1 is deleted in its' entirety and replaced with the following:

Understanding: Proposer must include in this section their understanding of the On Call Construction Management and Inspection Consultant Services Request for Proposal and their understanding of the Scope of Services noted herein. Proposer must articulate a thorough understanding of construction management principals, construction project inspection, State and Federal requirements, and all other professional engineering tasks required herein.

3. Section 2.5.1, paragraph 1 is deleted in its' entirety and replaced with the following:

Proposer must include in this section its approach to providing On Call Construction Management and Inspection Consultant Services for the items of work noted in the Scope of Work and this RFP. The approach to the work plan shall be of such detail to demonstrate the Proposer's ability to accomplish project objectives. It is understood that this may be difficult given that on specific project is identified. In this section, the Proposer is to include:

4. Include the following in the response to 2.3 RESUMES AND QUALIFICATIONS OF PERSONNEL:
 - List the start of employment date and number of years with current firm for each personnel listed

- Demonstrate personnel and resource availability for providing the requisite services for this engagement
5. In response to Section 2.4 REFERENCES, List the start date and completion date(if applicable) for each project listed
 6. Question from Proposer - In the Scope of Services, Section 4.1 City Information, 2nd paragraph

It states, "The City is soliciting proposals from professional consulting firms to provide engineering services on an as-needed basis. The work, in general, consists of construction project management services and/or construction project inspection services. Capital Improvement projects for which the City is seeking design services in this RFP are listed in Appendix 11".

Is the City seeking design services or construction management services for the listed Appendix 11?

RESPONSE: The City is seeking construction management and inspection services. There are no professional Design services associated with this RFP. Appendix 11 is provided to illustrate the type and phasing of the projects for which the selected consultants may be utilized for construction management services.

7. Proposals should be limited to no more than 60 pages.
8. All forms in the appendices are to be completed and submitted with the proposal.
9. Acknowledge receipt of this addendum by signing and including in the proposal.



Joe Parco, P.E.
City Engineer

Received:





City of Manhattan Beach

Public Works Department

Phone: (310) 802-5568

FAX: (310) 802-5590

TDD: (310) 546-3501

REQUEST FOR PROPOSAL

Addendum No. 2

BID NUMBER: RFP# - 1032-15
BID TITLE: ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION CONSULTANT SERVICES
REQUESTING DEPARTMENT: Public Works – Engineering Division
RELEASE DATE: February 26, 2015
DUE DATE: Wednesday, March 18, 2015 @ 3:00 p.m. PST

We have received the following questions:

1. Is it possible to obtain a copy of the contract plans?

Response: There are no contract plans at this point. As the plans get developed the selected consultant will receive the plans for review and inspection.

2. Are required forms excluded from the page limit?

Response: Yes

3. The RFP states that all pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs. Please confirm if tabs are required for each numbered main section and subsection or just the main sections (2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7).

Response: Just the main sections will be adequate.

4. The RFP states that cost proposals both printed and electronically on CD or flash drive, shall be in a separate sealed envelope. Please clarify how many copies of the Cost Proposal are required.

Response: One original copy is required.

5. The 2.1.1 Company Data section requests for the address, telephone numbers and fax numbers of each of your firm's locations to be submitted. Please clarify if this request pertains only to local Southern California office locations.

Response: This pertains to all of the firms' locations.

6. There are three contracts identified in the RFP. The CIP has various funds & projects during next five years of Plan. Please provide details of each contract scope of work.

Response: The City may award up to three contracts to three separate firms to be "on-call." As projects come up, the City will ask the on-call firms to provide a project specific fee proposal based on a scope of work to be developed for the specific project. This fee will be based on the hourly rates provided in the fee proposal submitted with the RFP for personnel required to complete the specific scope of work.

7. RFP Section 4.1 mentioned "Project specific proposal for each task order will be requested from the consultant." Does consultant submit separate proposal for each contract?

Response: See response to number 6 above.

8. The sample cost proposal is mentioned about design fees. Does it reflect Construction Management fees, instead?

Response: The cost proposal provided in the RFP is a sample. The actual cost proposal submitted should reflect the required personnel from each firm to accomplish the construction management and inspection of the projects listed in the City's Capital Improvement Program.

9. The City is soliciting proposals from professional consulting firms to provide engineering services on an as-needed basis. The work, in general consists of construction project management services and/or construction project inspection services. Capital improvement project for which the City is seeking design services in this RFP are listed in Appendix 11. Does this RFP include design services or is this a mistake?

Response: This RFP does not include design services.

10. In the Proposal Response Requirements, Section 2.2 Organizational Chart, the last sentence in the third paragraph, the RFP states "For engineering types of Consultant contracts, the Consultant's project manager must be a registered engineer in the State of California." Please clarify if this is in fact a requirement for consultant's providing on-call construction management and inspection consultant services.

Response: A registered engineer is desirable but not required for Construction Management and Inspection services.

11. In the Proposal Response Requirements, Section 2.5, paragraph 4, states "LAPM Exhibit 10- O1 – Consultant Proposal DBE Commitment (Appendix 8) must be filled out and included in the proposal and approved by the City, LAPM Exhibit 15-H DBE Information – Good Faith Effort (Appendix 9.1). In Section 2.7 Proposal Forms, proposers are instructed to complete Appendices 2, 3 and 4. Please clarify if

Appendix 8, the DBE Commitment form, must be completed with this submittal or only if we're selected for a Task Order Service Agreement contract.

Response: Please complete Appendix 8 and submit with your RFP response. This form may be resubmitted as required for specific project assignments.

12. A&E CONSULTANT AUDIT AND REVIEW PROCESS. Contracts will not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. Proposers must adhere to the requirements for A&E Consultants as applicable in Caltrans LAPM, Chapter 10, Consultant Selection, LAPM Exhibit 10-K (Appendix 7) Consultant Certification of Costs and Financial Management System. Can you please clarify what the City's requirement is for a financial management and accounting system?

Response: It is the intent of the City to have the consultants comply with state and federal funding agency requirements. The City does not have any specific financial management and accounting requirements.

13. Does the 60 page limit include the resumes and forms?

Response: The 60 page limit includes the resumes. It does not include the forms.

14. Section 2: this section states "hard covered binders". Does that mean 3 ring binders?

Response: Bindings such as spiral, comb, and velo are acceptable as well as 3-ring binding.

15. Scope of work 4.2.2 #27 Is the Proposer providing a Public Relations Consultant or is the City handling this?

Response: An outside public relations consultant is not required. However, the City does expect the consultant will have experience dealing with the public in a manner which reflects well on the City.

16. What forms do the Sub-consultants need to submit?

Response: Sub-consultants are not required to submit any forms at this time.

17. Is the City seeking to obtain independent testing and inspection services from certified inspectors under the RFP or obtaining more traditional QA/QC services as part of the construction management services? Please clarify.

Response: The City anticipates materials testing and special inspection services will be contracted by the City as-needed. Consultants will be asked to coordinate the activities of these service providers.

18. The following condition is added to Appendix 4:

By signing Appendix 4, consultant hereby agrees to all terms of the sample agreement (Appendix 10). Any exceptions to the sample agreement must be submitted with the response to the RFP.

19. Acknowledge receipt of this addendum by signing and including in the proposal.



Joe Parco, P.E.

City Engineer

Received:



APPENDIX 2 – NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

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

2. This Proposal is genuine and not collusive or sham.

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

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

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

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

7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.

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



Signature of Authorized Representative

Angelique Lucero

Name of Authorized Representative

Chief Financial Officer

Title of Authorized Representative

APPENDIX 3 – CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

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

Consultant: AndersonPenna Partners, Inc. Name (Please Print or Type)

By:  Consultant’s Signature

Date: March 18, 2015

This executed form must be submitted with Scope of Work proposal.

APPENDIX 4 - CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **NO. 1032-15**.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: AndersonPenna Partners, Inc.

By: 
(Authorized Signature)


Type Name: Angelique Lucero

Title: Chief Financial Officer

Date: March 18, 2015

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT


(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Manhattan Beach</u>			
2. Project Location: <u>Various locations in the City of Manhattan Beach</u>			
3. Project Description: <u>On-call Construction Management and Inspection Consultant Services</u>			
4. Consultant Name: <u>AndersonPenna Partners, Inc.</u>			
5. Contract DBE Goal %: <u>100%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Construction Management and Inspection	AndersonPenna Partners, Inc. Dino D'Emilia, PE (714) 458-0703	38021	100%
Local Agency to Complete this Section		10. Total % Claimed	100%
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		11. Preparer's Signature _____	
20. Local Agency Representative Signature _____		12. Preparer's Name (Print) <u>Dino D'Emilia, PE</u>	
21. Date _____		13. Preparer's Title <u>Vice President, Construction Services</u>	
22. Local Agency Representative Title _____		14. Date <u>03/18/2015</u>	
23. (Area Code) Tel. No. _____		15. (Area Code) Tel. No. <u>(714) 458-0703</u>	

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

APPENDIX 9 - EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
	<p>Signature: </p> <p>Print Name: <u>Dino D. Emilia, PE</u></p> <p>Title: <u>Vice President, Construction Services</u></p> <p>Telephone No.: <u>(714) 458-0703</u> Date: <u>03/18/2015</u></p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files