

AGREEMENT

THIS AGREEMENT is made this 2nd day of October, 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Willdan Engineering, a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to Perform Construction Management and Inspection for the 2012-13 Water Main Replacement and Fire Hydrant Installation Project(Areal).
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) Promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) Promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. **Services to be Provided.** The services to be provided hereunder shall be *those set forth in Exhibit "A", Scope of Work*, which is attached hereto and incorporated herein by this reference.

3. **Compensation.** CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed Ninety Thousand Dollars (\$90,000.00).

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, **[payment shall be based on hourly rates in Exhibit "B"]**.

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY **[as set forth in Exhibit "C"]**. However, CITY in its sole discretion may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M.

Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements.
CONSULTANT shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any work arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an

"other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT) ; or

- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

Willdan Engineering

13191 Crossroads Pkwy. North, Suite 405

Industry, CA 91746

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. **Consultant's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Licenses, Permits, and Fees.** CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement.
Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. **Indemnification.**

21.1. **Indemnity for Design Professional Services.** CONSULTANT is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent Consultants in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

21.2 **Other Indemnities.** In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 21.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. With respect such Claims, CONSULTANT shall defend CITY, with counsel of CITY's choice, at CONSULTANT's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against CITY. CONSULTANT shall reimburse CITY for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT or CITY. All duties of CONSULTANT under this Section shall survive termination of this Agreement.

22. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action

commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

25. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

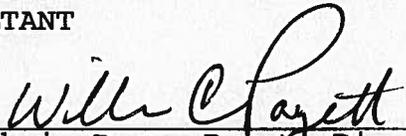
26. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By


Chris Baca, Deputy Director

CITY OF MANHATTAN BEACH

By

David N. Carmany, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Don Ban

City Attorney

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Public Works Approval



Project Organization and Staffing

Construction Management

Construction Management Services focus on coordination, review, tracking, and reporting. Our team will coordinate the efforts of the general contractor in constructing the project, the efforts of the City's design consultants in technically supporting the construction effort, and the efforts of the City in accepting the construction and paying for it.

The Willdan team will review all the work as it is constructed and all supporting documentation which establishes the technical adequacy of the construction, the schedule of implementation, and the cost of implementation. The Willdan team will track the progress of construction and submittals, and reviews and resolution of all technical data and issues. The Willdan team will report to the City on the progress of construction and all technical and economic parameters of the project.

There are many routine aspects that are common to the way every project is performed in terms of construction management and inspection. All of these are outlined in our scope of services. However, there are some very important areas mentioned in our scope which require special attention and that are not part of the routine process of the common inspection team. These areas are:

- Institution of standard procedures for project records conforming to the highest standards for construction management is necessary to have effective claims avoidance and mitigation. Applying a uniform standard of excellence is the only way to ensure that documents are filed that respond directly and in a timely manner to each situation that might impact a potential claim. Over 23 years ago, Willdan adopted, as standard procedures, the practices set forth in the Caltrans Construction Manual.
- Thorough and timely documentation of change order circumstances is crucial both to minimize unresolved claims and provide properly for agency approval of change order funding. Also, value engineering is required for lump-sum change orders. All of these procedures are standard practice for Willdan construction managers and inspectors.
- A routine system of supervision of field personnel has been implemented to provide consistent quality control of field operations. At Willdan, our inspection supervisors routinely cycle around to all projects and review the project files of the inspectors. The inspectors are also required to inform and consult with their supervisor in the case of any potential claim on their project.
- It is always of paramount importance to be cognizant of public relations. All of Willdan's inspectors understand this concept and are fully aware and practice in dealing successfully with the public.
- As part of Willdan's standard policy, the construction phase is always considered a team effort with communication a top priority between the inspection staff, contractor, and city staff. Communication is the responsibility of the inspector to maintain, facilitating open lines at all times, including bringing team members together at appropriate points during construction. This minimizes misunderstandings and potential disputes.

In order to facilitate coordinating reviewing, tracking, and reporting, computers are extensively used by the Willdan team. In using the computer as a tool in providing construction management services, Willdan utilizes the Microsoft Office suite of software. All Daily Reports, Meeting Minutes, and correspondence are generated as Word documents. All cost estimates, punch lists, and any other spreadsheet type of document will be generated as Excel documents. All data that is tracked including RFIs, submittals, NCRs, change orders, etc., require development of logs using Access software.

Construction Inspection

Willdan has performed construction inspection services for a multitude of cities. In this capacity, the firm has in-depth experience in implementing public works construction projects. Contract administration and enforcement, and negotiations of disputes are naturally a few of the primary functions of a construction manager and inspectors. Our construction managers and inspectors work with city engineering officials on a routine basis and are keenly aware of the needs and expectations of engineering officials in the public sector. For example, federal compliance is involved in about 50 percent of the projects undertaken now by our staff, and under the direction of our federal compliance specialists, they have learned the precise requirements and their responsibilities in this area.





Willdan considers it essential that proven standard practices of construction management, derived directly from the Caltrans Construction Manual, be applied to public agency projects. Therefore, our construction inspection supervisor will maintain relatively continuous communication with our inspector. Our construction manager will oversee the work through routine briefings with both our construction inspection supervisor and construction inspector.

Construction inspectors for Willdan closely monitor public works projects to ensure compliance with all contract requirements. Most of our inspectors have American Construction Inspectors Association (ACIA) certification as construction inspectors and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Willdan's inspectors have knowledge of basic soil dynamics and are highly cognizant of the crucial role of soils compaction in construction. They are also familiar with the needs for general material testing for asphalt and concrete.

Our inspectors know the importance of maintaining good relations with residents and businesses affected by the project. They are always encouraged to be courteous and helpful and to communicate, as necessary, to satisfy local concerns. Our inspectors are coached by their supervisors to routinely look for potential site safety problems, uncover potential construction claims, and provide claims avoidance procedures. This includes checking ahead for utility interferences, unsuitable materials, and other unforeseen site conditions. We also encourage our inspectors to closely monitor traffic control to conform to the latest editions of the Work Area Traffic Control Handbook (WATCH) Manual and California State Manual of Traffic Controls. Willdan's inspectors receive special in-house training from our traffic professionals on traffic control safety. They are expected to ensure that safety concerns are expeditiously addressed, in the same manner in which they are expected to monitor overall site safety.

Willdan understands and accepts the scope of services as provided by the City of Manhattan Beach in its RFP. Following is a description of Willdan's unique process for project management, construction management, contract administration and inspection services, along with our understanding of the roles and responsibilities of the City, Willdan, and various contractors during each project's construction process.

Contract Administration

1. Assist City with public awareness and an information program to keep residents and local interests advised of project status, and impacts to traffic flow circulation, including answering questions from the public about the project. Attend City-sponsored staff and public meetings, as requested by the City for the duration of the project.
2. Prepare construction manager's file in conformance with Caltrans Local Procedures Manual.
3. The Willdan team will support the City during the General Contractor selection process. The Willdan team will attend the pre-bid meeting, if any, and will perform a bid analysis to confirm that each is in conformance with the Request for Bid requirements. This support will occur for all necessary General Contractor selections. Willdan will recommend award to the lowest responsible bidder.
4. Ensure that the Contractor distributes public construction notices and places construction and information signs.
5. Prepare special concerns to be presented at preconstruction conference.
6. Conduct preconstruction meeting and prepare meeting minutes and distribute to attendees.
7. Review Contractor's safety program in consultation with City staff.
8. Monitor activities related to the project, such that the project is constructed pursuant to contract documents and in a timely fashion.
9. Log, track, and process submittals, Request for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
10. Closely review schedule and advise contractor to take action on schedule slippage.
11. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
12. Coordinate the Contractor's fieldwork with utility companies and other agencies.



13. Monitor environmental mitigation measures full conformance.
14. Closely monitor ADA improvements and NPDES conformance.
15. Prepare weekly statement of working days, and submit to the Contractor and the City.
16. Establish and conduct weekly construction progress meetings to cover the following:
 - a. Resolve all old business issues to the maximum extent possible.
 - b. Address all items of new business as presented by any party.
 - c. Review project schedule and address any deviations.
 - d. Review submittal log in terms of items needed and resubmittals required. Also, review RFI, RFC, CCO, NCR, and NOPC Logs.
 - e. List status of construction items recently undertaken or ongoing.
 - f. List planned construction items for following 2 weeks, usually known as Two-week Look Ahead Schedule.
 - g. Go over SWPPP issues.
 - h. Review Contractor's safety program.
17. Prepare minutes for the weekly construction progress meeting.
18. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts, prior to contractor encounter.
19. Evaluate and respond to Contractor's requests for clarification of plans and specifications.
20. Assure that all questions, conflicts, and issues are immediately brought to City's attention and addressed, with appropriate directives to Contractor.
21. Evaluate Contractor's cost reduction incentive proposals, if any, and provide recommendations to the City for acceptance or denial.
22. Negotiate and prepare change orders, including memorandum of explanation, including cost estimates to substantiate change order costs, and provide for review by City.
23. Maintain all data for change orders, and record information with regard to the time of dispute, time of notification by the Contractor, and action taken by the inspector.
24. Monitor materials documentation and testing results and enforce corrections.
25. Review for approval Contractor's progress payment requests, including verifying federal compliance status impact on payment. Negotiate differences over amount with Contractor and process payments through the City Project Manager.
26. Monitor preparation of punch list at substantial completion, and follow up.
27. Routinely review construction files to ensure conformance to agency standards and good construction management practice.
28. Ensure City received as-built set of drawings at completion.
29. Ensure that federal regulation compliance audits are complete and Contractor is clear on submission of all reports and documentation, prior to close out.
30. Assist City with Stop notices and Release of Retention.
31. Provide memorandum of clearance to issue Notice of Completion.
32. Finalize and deliver all construction files and supplies to the City for archives.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.



2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the Contractor conforms to design survey line and grades.
5. Attend weekly progress meetings with the Construction Manager, Contractor, and subcontractors.
6. Provide construction inspection of the work to monitor materials and methods toward compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
9. Monitor tie-ins with pictures drawings and verify that proper approved materials are used in the course of the work.
10. Document any approved deviations from the plan, which may include approved changes to materials.
11. Monitor Bac-T samples and City approved disinfection methods.
12. Monitor pressure tests for conformance with City requirements.
13. Meet with the Contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.
14. Conduct daily measurements of quantities of work with the Contractor.
15. Review actual Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
16. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
17. Ensure compliance of Underground Service Alert notification/delineation.
18. Observe construction safety, and public safety and convenience, and report discovered discrepancies to the Construction Manager and the City.
19. Evaluate the Contractor's operation and production with respect to quality and progress, and report to the Construction Manager and the City.
20. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
21. Closely monitor testing results and require the Contractor to provide corrective measures to achieve compliance.
22. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
23. Prepare and maintain detailed daily diary inspector reports on construction progress.
24. Prepare clear and concise letters and memoranda, as needed. A solid paper trail will be established.
25. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
26. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
27. Analyze delays and review claims on a timely basis and make recommendations to the Construction Manager.
28. Review and evaluate requests for change of work.
29. Provide complete measurements and calculations documented to administer progress payments. Ensure that the Contractors sign conditional or unconditional lien releases and waivers (in the form provided by California Civil Code 3262), as a condition to processing all certificates for payment.



30. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
31. Prepare punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
32. Obtain from the Contractors lien waivers, bonds, guarantees, warranties, and other documents required by the Contract Documents for the final contract Closeout.
33. Schedule final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; recommend final acceptance. Prepare certificates of acceptance and substantial completion.
34. Prepare documentation for final payment to the Contractor.
35. Upon project completion, provide the finished set of project workbooks to the City.

Project Organization and Staffing

Willdan is pleased to propose the following project organization which includes three outstanding professionals, with more than 60 years of combined municipal experience to serve as the overall project management team for the City of Manhattan Beach. Based in Willdan's Los Angeles office, they will be easily accessible to City of Manhattan Beach staff and able to quickly address any issues that arise during the course of project performance, and will be ultimately responsible for the success of any of Willdan's City of Manhattan Beach projects.

Christopher Baca, RCI, Project Manager

Mr. Baca is responsible for directing and monitoring public works inspection services and overseeing construction observation personnel. His experience includes construction management of large-scale projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. In addition to his experience with Community Development Block Grant (CDBG) funded projects, Mr. Baca is also familiar with the inspection and contract administration of other federally-funded projects in accordance with Caltrans Local Program Manual. During his 23 years of experience with Willdan, Mr. Baca has served as a senior public works observer, as well as a permit inspector in the Cities of Bell Gardens, Paramount, and Rosemead. He interfaces with California Department of Transportation on a regular basis.

Jason Brown, Public Works Supervisor

Mr. Brown, RCI, has 20 years' experience in public works inspection. Mr. Brown will provide direct oversight of the inspectors assigned to the Agency projects. He will monitor each of the assigned inspectors on their projects to assure proper construction management practices are provided. Mr. Brown is currently providing CM services for several large water projects in the City of Pomona. In addition to his water experience, Mr. Brown has extensive knowledge regarding ARRA funding guidelines and procedures. He has successfully completed 6 ARRA and FHWA audits.

Tim Scheffer, Construction Inspector/Construction Manager

Mr. Scheffer has 25 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEAF funding.

Team Availability

Resumes for Willdan's key project personnel are include on the following pages. These individuals are all available for the duration of this project.

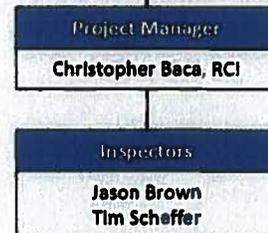


Exhibit B

Compensation

The City of Manhattan Beach has requested the proposers for construction management and inspection services for the 2012-13 Water Main Replacement Project to provide a not-to-exceed fee estimate for the services requested within the City's RFP. Willdan offers the following estimate of our not-to-exceed fees. Please note that construction management and inspection services are very time dependent. Any lengthening or shortening of the project construction schedule has a direct relationship on these estimated fees. Based upon the City's request for construction bids for this work, Willdan has assumed the duration of the construction schedule to be 80 working days.

Pre-Construction Phase	
Construction Inspector/Construction Manager – 16 hours x \$95 / hour =	\$1,520
Supervising Construction Inspector – 4 hours x \$120 / hour =	\$480
Subtotal	\$2,000
Construction Phase	
Construction Inspector/Construction Manager – 8 hours / day x 80 days x \$95 / hour =	\$60,800
Supervising Construction Inspector – 4 hours / week x 16 weeks x \$120 / hour =	\$7,680
Materials Testing Technician – 100 hours x \$90 =	9,000
Materials Tests (Lab Tests) =	1,040
Subtotal	\$78,520
Project Closeout Phase	
Construction Inspector/Construction Manager – 16 hours x \$95 / hour =	\$1,520
Supervising Construction Inspector – 4 hours x \$120 / hour =	480
Subtotal	\$2,000
*Total Estimated Not-to-Exceed Fee	\$82,520
*As requested by the City's RFP, Willdan's current percentage of overhead and profit is 180%.	
** Contingency (9% +)	7,480
Total Compensation	90,000

** Contingency included to provide for unforeseen conditions or delays during construction. Written authorization by City will be required for any payment of contingency funds.

Exhibit C

Time of Performance

Notice to Proceed

October 2, 2012

Pre-Construction Phase

**October 2, 2012 to
November 1, 2012**

Construction Phase

**November 1, 2012 to
March 15, 2013**

Project Close Out

**March 15, 2013 to
April 5, 2013**