

## ATTACHMENT A

### ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR ON-CALL INSPECTION SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 9th day of July, 2024 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and WILLDAN ENGINEERING, a California corporation ("Consultant"), whose address is 2401 East Katella Avenue, Suite 300, Anaheim, CA 92806, and is made with reference to the following:

#### RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide on-call inspection and permitting services for the Public Works Department ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 9, 2027, unless terminated earlier as set forth herein.

#### 2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;  
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

### 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

### 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

## **5. PROJECT MANAGER**

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Chris Baca to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## **6. ADMINISTRATION**

This Agreement will be administered by the Public Works. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## **7. CITY'S RESPONSIBILITIES**

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## **8. STANDARD OF CARE**

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## **9. HOLD HARMLESS**

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants,

subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## **12. CITY POLICY**

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## **13. PROGRESS**

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## **14. INSURANCE**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## **15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## **17. OWNERSHIP OF DOCUMENTS**

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

## **18. CONFIDENTIALITY**

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## **19. INTELLECTUAL PROPERTY INDEMNITY**

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## **20. RECORDS**

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **21. WITHHOLDINGS**

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return

that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## **22. ERRORS AND OMISSIONS**

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## **23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS**

City reserves the right to employ other Consultants in connection with the Project.

## **24. CONFLICTS OF INTEREST**

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## **25. NOTICES**

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works  
Public Works  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660



25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Chris Baca  
Willdan Engineering  
2401 E. Katella Avenue, Suite 300  
Anaheim, CA 92806

## 26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

## 27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## 28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 6/26/24

By: *Aaron C. Harp*  
Aaron C. Harp  
City Attorney

*ms  
6/26/24*

**ATTEST:**  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Will O'Neill  
Mayor

**CONSULTANT: WILLDAN  
ENGINEERING**, a California corporation  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Vanessa Munoz  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kate Nguyen  
Secretary

**[END OF SIGNATURES]**

- Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Schedule of Billing Rates  
                         Exhibit C – Insurance Requirements

# **EXHIBIT A**

## **SCOPE OF SERVICES**

## SCOPE OF SERVICES

### ON-CALL INSPECTION SERVICES

Services include Development Permits, Encroachment Permits and Utility Permit Inspections to supplement the City's current inspection staff, in addition to construction administration services.

Prior to authorization to commence work on any particular assignment by the City, the City and Consultant shall agree to a written scope of work (task order) and a time schedule. Consultant's services shall include, but not necessarily be limited to, providing a Public Works Inspector or Construction Administrator to work at City Hall within the Public Works Department. Depending on the project or inspection activity, services may be assigned on a part time, percent time, full time, and/or evening or weekend basis depending on the need for services. Consultant will be assigned to specific projects/permits and work with City staff on administration and inspection of City projects and private improvements/encroachments within public right-of-way in the following areas as necessary:

- Construction observation;
- Public contract administration;
- Attend project meetings;
- Utility coordination;
- Minimizing traffic impacts;
- Construction staking and surveying;
- Material testing;
- Project documentation;
- Record drawings;
- Permit system record keeping;
- Liaison with Staff.

# CITY OF NEWPORT BEACH

Proposal to Provide

## **On-Call Inspection Services RFP No. 24-56**

April 4, 2024





## 1. Cover Letter

April 4, 2024

Omar Khalil, Assitant Management ANalyst  
100 Civic Center Drive  
Newport Beach, CA 92660

*Submitted through Planet Bids*

### **Subject: RFP 24-56 – On-Call Insepection Services to the City’s Public Works Department**

The City of Newport Beach is seeking qualified firms with outstanding reputations, capacity, knowledge, and proven track records to provide development permits, encroachment permits, and utility permit inspections to supplement the City’s current inspection staff, in addition to construction administration services. Along with a 60-year history of providing these services to municipal agencies throughout California, Willdan has been providing on-call construction management and inspection services to numerous cities and counties. We are well suited to partner with the City to achieve a fast-track approach for the City's On-Call Staff Augmentation including our ability to perform on short notice (24 hours). Willdan's proposed staff members are experienced working together as an integral part of municipal agency on-call improvement projects. As a multi-disciplinary firm, we have a full complement of resources to provide additional staffing as well as technical support and research. The advantages Willdan's proposed project team brings to the City include:

- **Local Knowledge.** Providing construction management and inspection services for numerous cities, we possess a keen understanding of the City's goals and objectives. We are highly familiar with the City's policies, procedures, funding resources, guidelines, and standards. This knowledge and experience enable us to quickly initiate projects and respond appropriately to City staff input and/or concerns.
- **Responsiveness.** Willdan has an office location less than 20 miles from the City of Newport Beach and can respond to requests for face-to-face meetings with a 24 hour notice. Each resident engineer/construction manager and inspector is equipped with a cell phone – providing accessibility while out in the field.
- **Unmatched Ability to Deliver Requested Services While Supporting City Goals.** The City has a firm commitment to the ideal of a quality community. This ideal underpins the City's goals and objectives and requires a very high standard of integrity at all levels. From fiscal responsibility to responding to community concerns, the expectation is for excellence. Willdan is the right firm to help the City achieve these commitments and expectations as they are directly in line with our internal goals of providing the highest level of service to our clients. Willdan is truly the City's one-stop resource for on-call projects. By combining depth of staffing, state-of-the-art technical resources, and local offices rooted in communities, Willdan has earned our reputation as an exceptional problem solver and client advocate whose business model centers around our clients' best interests.
- **Strong Project Manager.** Mr. Christopher Baca is responsible for managing improvement and land development construction management and inspection projects for various other agencies and municipalities throughout Southern California. Mr. Baca has provided similar services for:
  - ✓ **City of Palm Springs** – On-call construction management and inspection services, including permit inspection of large subdivisions
  - ✓ **City of Brea** – On-call construction management and inspection services, including permit inspection of large subdivisions
  - ✓ **City of Highland** – Permit inspection services for the past 20 years
  - ✓ **City of Garden Grove** – On-Call construction management and inspection services
  - ✓ **City of Long Beach** – On-call construction management and inspection services, including permit inspections for over 21 years

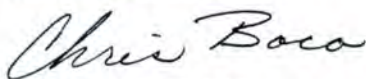


- ✓ **City of Santa Ana** – On-call construction management and inspection services, including permit inspections
- **Unmatched Expertise.** Willdan has been providing construction management and inspection services to public agencies for over 53 years. Serving public agencies is the cornerstone of Willdan’s business. The project team has past experience working together on hundreds of public works and permitted (land development) projects throughout the region.
- **Staffing Resources to Meet Scope of Services and Additional Services Provided.** Our staffing resource bench of licensed and technical experts includes specialists who will provide the following services construction observation, public contract administration, attendance at project meetings, utility coordination, minimizing traffic impacts, construction staking and surveying, material testing, project documentation, record drawings, permit system record keeping, and liaison with City staff. Willdan will provide a Public Works Inspector to work at the City Hall within the Public Works Department, for a part-time, %-time, full-time, and or evening/weekend basis, as needed for inspection services. Additionally, Willdan has staff resources highly qualified in water resources, highway and roadway engineering, drainage and flood control, bridge engineering, traffic and transportation engineering, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, structural engineering, computer-aided analysis and design, and other technical fields. The breadth and diversity of the firm's expertise means that our construction management experts can draw upon the considerable experience of the firm - maximizing efficiency, productivity, and quality in meeting project schedules and budgets. A pool of additional resident engineers, construction managers, construction inspectors, and geotechnical inspectors and testers located in our Industry, Anaheim, and Ventura offices can provide back up support, if necessary. Other services such as federal invoicing and labor compliance are also available through our Industry office.

Willdan Engineering attests that all information submitted with this proposal is true and correct. This statement of qualifications and associated rates are valid for a minimum of 180 days from the date of submission.

We are sincerely interested in this on-call construction management and inspection services contract and appreciate the opportunity to present our proposal. We look forward to working with the City to implement desired public works and staff augmentation services. If there are any questions regarding this proposal, please contact me by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 364-8198, by fax at (562) 695-2120; by cell phone at (310) 502-6335; or by email at [cbaca@willdan.com](mailto:cbaca@willdan.com).

Respectfully submitted,  
**Willdan Engineering**



Chris Baca, RCI, CESSWI  
*Director of Construction Management  
and Inspection Services*





▶ **Table of Contents**

- 1. Cover Letter**
- 2. Local Staffing List..... 2**
  - Key Staff.....2
  - Additional Bench of Staff.....2
- 3. Advance Notice Requirements..... 4**
- 4. Resumes of Proposed Personnel..... 5**
- 5. List of Public Agency Work Performed in the Last Five Years .....17**
- 6. References .....21**
- 7. Fee Schedule .....22**
- Required Forms.....23**
  - Proposal Information Form .....24
  - Statement of Compliance .....26
  - Signed Addendum 1.....27







## 2. Local Staffing List

### Key Staff

Although overall firm credentials and experience are important, the key to success on any assignment is the caliber and depth of experience, as well as the overall professionalism, of the specific individuals assigned to the project team. A successful partnership for this type of project requires not only expertise to provide construction management and inspection services but to also effectively coordinate with the City of Newport Beach staff, contractors, communities, and other project stakeholders to ensure that the project reflects the expectations of its stakeholders. Willdan believes that the project team should possess, not only the knowledge, but should also be a team anchored with local personnel to provide the intimate working knowledge and expertise necessary to fully serve the City of Newport Beach. The Willdan team specifically provides this capability.

Name	Role	Years of Experience	Summer 2024 Availability	Beyond Summer 2024 Availability
Chris Baca, RCI, CESSWI	Project Manager	36	20%	20%
Michael Bustos, PE, ENV SP	Resident Engineer	22	50%	50%
Barry Knutson	Public Works Inspector	37	100%	100%
Victor Ayala	Public Works Inspector	42	100%	100%
John De La Cruz	Public Works Inspector	42	100%	100%
Ron Brahs	Public Works Inspector	32	100%	100%
Heleo Espinoza	Public Works Inspector	42	100%	100%
Justin Parent	Public Works Inspector/ Soil Technician/Special Inspector	15	95%	95%
Roy Shaver, PE	Construction Manager	29	40%	40%
Arne Cvek	Construction Manager/Inspector	18	25%	25%

Resumes for the above staff are in the section following our commitment to provide service on short notice.

### Additional Bench of Staff

In addition to the key staff proposed above, Willdan has the following bench of staff members available, providing extra reliability to respond to service requests on short notice.

Name	Role	Years of Experience	Summer 2024 Availability	Beyond Summer 2024 Availability
Charles Dalton	Public Works Inspector	20	50%	50%
Harrison "Otis" Chandler	Public Works Inspector	10	95%	95%
Ruben Durant	Public Works Inspector	25	100%	100%
Simon Hernandez	Public Works Inspector	27	100%	100%
Macy Eskandari, CESSWI	Public Works Inspector	31	100%	100%
Paul Merrill, QSD/P	Public Works Inspector	12	100%	100%
Glenn Stanley	Public Works Inspector	20	100%	100%
Danny Ayala	Public Works Inspector	39	50%	50%





Name	Role	Years of Experience	Summer 2024 Availability	Beyond Summer 2024 Availability
Ajit "Alex" Chandhok	Public Works Inspector	47	100%	100%
John Crowe	Public Works Inspector	46	100%	100%
Mike Corral	Geotechnical Field Testing	18	50%	50%
Jason Brown, RCI	Lead Construction Manager	27	50%	50%
Loren Clifton, PE	Construction Manager	33	20%	20%
Joe Putrino	Construction Manager	43	33%	33%
Sal Martinez, EIT, CESSWI, QSP	Construction Manager	25	33%	33%
Mike Paieri	Public Works Inspector	40	100%	100%
Amy Rodriguez	Inspector/Special Inspector	3	100%	100%
Dwayne Mozden	Public Works Inspector/ Soils Technician/Special Inspector	4	100%	100%
Mario Cisneros	Construction Manager/Inspector	10	33%	33%
Matthew Villegas	Public Contract Administration	11	25%	25%
Jeff Lau, PE, TE	Traffic Impacts	19	15%	15%
CL Survey (Sub)	Construction Staking and Surveying	17	10%	10%
Tamara Boeltl	Utility Coordination	34	25%	25%
Chien-Chang Chen, PhD, PE, GE	Material Testing	24	10%	10%







### 3. Advance Notice Requirements

Willdan understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments.
- In some cases, flexible service assignments will be used to complete project tasks already started by agency staff. The need to understand the work-to-date and coordinate completion activities is important.
- Assignment of specific Willdan staff selected by the client may be requested. Availability of our staff to the work assignment as it develops is often critical to moving that project forward.
- The need for a consistent, organized project management approach due to the potentially large numbers of projects that may be in process.
- Special attention to quality assurance and quality control is particularly important. Shorter projects may not have the numerous interim review steps often associated with a project-specific contract.
- Project assignments can be relatively small; therefore, efficient use of resources is critical.

Willdan has included key staff members who are currently available to start services for the City within 24 hours' notice from the City. Each of our proposed construction inspectors are available from 50% FTE to full-time at present.





#### 4. Resumes of Proposed Personnel

The resumes of Willdan’s proposed key personnel are provided on the following pages.





## Christopher D. Baca, RCI

Director, Construction Inspection and Management Services

### EDUCATION

*BS, Public Administration, California State University, Fullerton, CA*

*Caltrans Resident Engineer Academy*

*Public Works Inspection, California State University, Los Angeles Extension*

*Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars*

*Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars*

### ASSOCIATIONS

*American Construction Inspectors Association*

### PROFESSIONAL CERTIFICATIONS

*Registered Construction Inspector, Division IV – Public Works, American Construction Inspectors Association No. 4161*

*Registered Construction Inspector, Division I – Engineering, American Construction Inspectors Association No. 5161*

40 YEARS OF EXPERIENCE

**Christopher D. Baca** is responsible for directing and monitoring public works inspection services and overseeing construction services personnel. His expertise encompasses construction management of capital improvement projects involving water systems, streets, parks, storm drains, sanitary sewers, asphalt resurfacings, concrete paving, landscaped medians, and traffic signals. Christopher is experienced with inspection of and contract administration for federally funded projects in accordance with the State of California Department of Transportation Local Assistance Procedures Manual.

Prior to joining Willdan, Christopher worked for a soils engineering firm conducting field inspections and performing laboratory testing.

### Relevant Project Experience

#### **On-Call Public Works and Land Development Inspection Services, City of Long Beach, CA.**

Project Manager. Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004. Willdan is responsible for inspecting and observing curbs, gutter, sidewalk, storm drain, traffic signal and sewer system installations, asphalt over-lays, grading, and other related work. Field files are maintained in accordance with Caltrans standards; Willdan provided labor compliance and coordinated all material testing.

**On-Call Construction Management Services, City of Norco, CA.** Project Manager. Willdan provides on-call public works inspection for various projects throughout the City of Norco.

**On-Call Public Works and Construction Management Services, City of Redlands, CA.** Project Manager. Willdan provides public works inspection and construction management services for various projects located throughout the City.

**On-Call Construction Management and Inspection Services, City of Rancho Cucamonga, CA.** Project Manager. Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are Crest Road at Whitley, Robert Ryan Park Construction, Arterial Street Resurfacing, and Hawthorne Boulevard at PVDW Landscape

**On-Call Construction Management and Inspection Services, City of Newport Beach, CA.** Project Manager. Willdan provides construction management and inspection on various permitted and capital improvement projects throughout the City.







## Michael Bustos, PE, ENV SP

Deputy Director, Construction Management and Inspection

### EDUCATION

*BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo, CA*

*Caltrans Resident Engineer Academy*

### REGISTRATIONS / CERTIFICATIONS

*Civil Engineer, California No. 73173*

*Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696*

22 YEARS OF EXPERIENCE

**Michael Bustos** currently serves as Deputy Director of Willdan’s Construction Management and Inspection Group, which also encompasses geotechnical/materials testing, and labor compliance services. He is responsible for construction management, analysis, design, and plan review of roadway reconstructions; drainage; water and sewer pipelines; pavement rehabilitation; and street projects including traffic signal, landscaping, irrigation, grading, and American with Disabilities Act (ADA) improvements. He has served as Resident Engineer for over a dozen federally and state-funded projects over the last five years and also as a Construction Manager or Resident Engineer for 125+ public works projects for various agencies throughout California with projects totaling \$200M+ on construction costs. Through his unique experience and vantage point of serving as a Design Engineer, Project Engineer, Project Manager, Resident Engineer, and Construction Manager, Mike has developed an expertise in public infrastructure planning, design, award, funding, and construction; he understands the varying unknowns project construction can present; and he tackles those unknowns by working with contractors, City staff, and other stakeholders to resolve challenges.

### Relevant Project Experience

**FY 22-23 Measure V Pavement Rehabilitation and Chip Seal, City of Ridgecrest, California.** Project Manager/Resident Engineer responsible for oversight of Willdan’s civil and traffic engineering design, environmental compliance, right-of-way acquisition, bidding assistance, resident engineering, construction management, inspection, materials testing, federal funding administration, and labor compliance services for two construction projects funded by the City’s local gas tax. The \$6 million pavement rehabilitation project included PCC Improvements, widenings, and overlay of 19 street segments throughout the city and the \$700,000 chip seal project included chip seal and striping of 17 street segments throughout the city.

**Downs Street Widening Project, City of Ridgecrest, California.** Resident Engineer responsible for oversight of Willdan’s civil and traffic engineering design, environmental compliance, right-of-way acquisition, bidding assistance, resident engineering, construction management, inspection, materials testing, federal funding administration, and labor compliance services for widening improvements from two lanes to four lanes on Downs Street between Ridgecrest Boulevard and Upjohn Avenue. The project involved utility pole relocations, raised median, curb ramps, curb, gutter, sidewalk, driveway approaches, street lighting conduit, culvert, cement treatment, ARHM overlay, signing, striping, and RRFB. These services were provided under Willdan’s on-call engineering contract.

**ITS Gap Closure Project, Inglewood, CA. Project Manager/Construction Manager.** Willdan is currently providing construction management, inspection, and material testing for the City’s ITS Gap Closure project. The City has already implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city. The construction contracts were separated into two contracts (material procurement and installation).







**Intermodal Transit Facility Project, City of Inglewood, California.** Construction Manager responsible for oversight of Willdan’s construction management, inspection, and material testing services for the Intermodal Transit Facility Project, which included remediation of hazardous and contaminated soils, grading, driveways, sidewalks, curbs, gutters, utility relocations, lighting, security systems, electrical systems, low-voltage systems, ADA improvements, bollards, pavement legends, striping, storm water systems, storm drain systems, catch basins and drop inlets, and all necessary items complete in place. Willdan provided CM, public works inspection, labor compliance, and material testing services. These services were provided under Willdan’s on-call engineering contract. Willdan provided design services on this project as well.

**Old River School Road Rehabilitation, City of Downey, California.** Resident Engineer responsible for oversight of Willdan’s construction management, inspection, and materials testing services for the federally funded Old River School Road Pavement Rehabilitation Project. This project generally consisted of the installation of 32,000 LF of fiber-optic traffic signal communications conduit, pull boxes and termination panels; cold milling, leveling course and overlay; curb ramps, curb and gutter, and sidewalk; implementation of Class II and Class III bike facilities; and striping and signage. These services were provided under Willdan’s on-call construction management and inspection contract.

**3rd Street Water System Improvements Project (Rives Ave to Old River School Road), CIP 20-23, City of Downey, California.** Construction Manager. Willdan provided inspection and materials testing services for this water system improvements project on 3rd Street between Paramount Blvd and Civic Center Drive. The project involved installation of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks and appurtenant fittings; installation of new fire hydrant assemblies, water service lines, meters, and boxes; abandonment of existing water mains, service lines, and associated facilities; trenching, backfill, and compacting; asphalt concrete (AC) and Portland cement concrete (PCC) pavement reconstruction; reconstruction of miscellaneous PCC improvements; and other appurtenant work.

**Sumac Park Restroom Renovation, City of Agoura Hills, CA.** Project Manager responsible for oversight of construction management and inspection services for the restroom renovation. The restroom building rehabilitation involved roof replacement, electrical and plumbing repairs, new water bottle filling station, fixture replacements, stucco exterior, stone veneer pilasters, security mesh screening, new gates and hardware, toilet accessories, slab reconstruction, and painting. Minor concrete improvements entailed removing and reconstructing concrete sidewalks, curb ramps, and curbs and installing parking lot striping.

**Triunfo Canyon Road at Saddle Mountain PHB, City of Westlake Village, California.** Project Manager responsible for oversight of construction management, inspection, labor compliance and material testing services for the installation of a new pedestrian hybrid beacon (PHB) system. The project included curb ramp reconstructions, new electrical service, pole foundations and pole installations, conduit, pull boxes, and signage. These services were provided under Willdan’s on-call city engineering contract.







## Barry Knutson

### Senior Public Works Observer I

#### EDUCATION

Construction Estimating,  
Electrical House Wiring,  
Heat Vent A/C Systems,  
Fullerton College,  
Fullerton

Graduate, Carpenter's  
Union Apprenticeship  
School Local 1815

#### CERTIFICATIONS

General Contractor,  
California No. B-1

35 YEARS OF EXPERIENCE

Mr. Barry Knutson possesses experience working as a carpenter's apprentice, journeyman carpenter, carpenter foreman, estimator, assistant superintendent, superintendent, and purchasing agent. As a Senior Construction Administrator on large-scale capital improvement projects, he has managed and inspected construction projects throughout the County of Los Angeles for the past 12 years.

#### Relevant Project Experience

**Pavement Rehabilitation #501 FY 2015, City of Palm Springs, California.** Public Works Observer. Willdan provided construction management, public works inspection, and material testing services for the City's \$10 million citywide pavement rehabilitation project. The project involved pulverizing of the existing street sections, grading of the pulverized section, cement treatment, asphalt paving, ADA ramps, traffic markings, and other appurtenant work for over 100 streets throughout the city.

**Tidelands Beach Restrooms, City of Long Beach, California.** Assistant Construction Manager & Inspector. Construction of new and renovations to ten restrooms located within the Tidelands (beach) area of Long Beach. Three of the restrooms included complete demolition of existing structures which were then replaced by pre-fabricated modular structures. Three more of the restrooms included complete demolition of existing structures which were then replaced by ground up construction of new structures. The final four restrooms included selective demolition of the existing structures which were then rebuilt/remodeled.

**Hawthorne Boulevard Overlay, City of Rolling Hills Estates, California.** Senior Public Works Observer. Responsible for providing construction inspection services for the City's \$355K ARHM overlay paving project.

**Bolivar Park, City of Lakewood, California.** Construction Manager/Public Works Inspector responsible for providing construction management and inspection services for inspection of the new tot lot area for this \$9 million improvement project. The project involves channel drop inlet, diversion structure, two new stormwater pump stations, and mechanical and storm drain piping, pavement removal and replacement, underground storage and infiltration area, building expansion, electrical equipment modifications, instrumentation and controls, irrigation and planting, picnic shelters, and tee-ball backstop.

**Palms Park Community Center Remodel, City of Lakewood, California.** Construction Manager/Public Works Inspector responsible for providing construction management and inspection services for this \$1.5 million project. The improvements involved ADA access, gymnastics gymnasium, foyer remodel, and Parks and Recreation office remodel with HVAC and electrical upgrades, glass curtain wall and flooring.

**Del Valle Memorial Park, City of Lakewood, California.** Construction Manager/Public Works Inspector responsible for providing construction management and inspection services for this \$1.5 million improvement. The project involved an F3 fighter jet aircraft exterior restoration, aircraft carrier like marble conning tower, and stamped concrete sidewalk.

**Rynerson and Del Valle Parks, City of Lakewood, California.** Construction Manager/Public Works Inspector responsible for providing construction management and inspection services for this \$1.9 million improvement. The project involved playground removal and replacement at two locations.







## Victor Ayala

Senior Public Works Observer

### EDUCATION

*Certificate, Fiber Optic Theory, Air Quality Management District*

*Certificate, Professional Development, Asphalt Institute*

### CERTIFICATIONS

*Contractor, California No. C-10*

40 YEARS OF EXPERIENCE

**Mr. Victor Ayala's** experience includes over 40 years of public works construction experience – specializing in traffic signal and fiber optic inspections. Mr. Ayala's extensive experience includes electrical inspections of developer/public works improvement projects, including installations and modifications for traffic signals, controllers, fiber optics, street lights, and irrigation systems. In addition, he has wide-ranging expertise with civil improvement projects, including road reconstruction/rehabilitation inspections involving asphalt-rubber hot-mix overlays, conventional asphalt overlays, sidewalks, curbs and gutters, curb ramps and driveways, grading, paving, storm drains, sanitary sewers, and beautification with raised landscape medians and decorative parkway renovations. He is a licensed C-10 electrical contractor and is certified by the Air Quality Management District for fiber optic theory.

Mr. Ayala's involvement with numerous street rehabilitation projects provides him with the necessary tools and experience to effectively communicate and address the concerns of the public during construction.

### Relevant Project Experience

**Tamarack Avenue and Central Avenue Traffic Signal and Street Widening, City of Brea, California.** Public Works Observer responsible for performing public works observation for traffic signal and street widening improvements. The project involved modifying the traffic signal at Tamarack Avenue and Central Avenue and widening Tamarack Avenue. Construction included replacing a traffic signal controller; relocating traffic signal poles; relocating a water line; installing safety lighting, two catch basins, four driveways, and traffic markings; and other appurtenant work.

**West Highland Bikeways Infrastructure and Base Line Street Pavement Improvements, City of Highland, California.** Assistant Inspector responsible for assisting with daily observation of the contractor's operations, scheduling and coordinating materials testing, tracking quantities, public relations, and reporting to the construction manager and City Engineer. Willdan provided construction management, inspection, and materials testing services for this \$3 million project. The project involved cold-in-place recycling and street pavement overlay; removing and replacing concrete curb and gutter, sidewalk, driveway approaches, and ADA-compliant ramps; constructing concrete bus pads; and installing striping, pavement markings, signage, and video detection at various signalized intersections on Base Line Street between Del Rosa Drive to Cole Avenue and between Boulder Avenue to Church Street.

**Birch Street Traffic Signal Synchronization Improvements, City of Brea, California.** Public Works Observer. The project included the installation of traffic signal gear and traffic signal communication equipment to facilitate the synchronization of traffic signals along the project corridor, Birch St and Rose Drive from Brea Boulevard to Vesuvius Drive. Work included the installation of fiber optic cable, conduits, termination units, Ethernet fiber switches, fiber optic HUB cabinet, and other appurtenant work. The project had a construction cost of \$500,000 and took 90 days to construct.

**Cycle 3 Safe Routes to School (SRTS) Project, City of Brea, California.** Public Works Observer. Willdan will provide inspection services for the City's Cycle 3 Safe Route to School Project. The project involves traffic signal modification, sidewalks, and other appurtenant work.







## John Dela Cruz

### Construction Inspector

Mr. John Dela Cruz has over 40 years of private and public works project construction management and inspection experience. Mr. Dela Cruz has a thorough knowledge of the Public Works Standard Plans and Specifications, Caltrans Standard Plans and Specifications, Work Area Traffic Control Handbook, Greenbook, Construction General Permit and OSHA safety orders. His project expertise includes residential, commercial, retaining walls, grading, wet and dry utilities, parking lots, roadways, highways, bridges, retaining walls, water treatment and storage facilities, construction and post construction water quality structures and environmental projects.

#### EDUCATION

College  
Coursework/Saddleback  
College, Mission Viejo,  
CA College  
Coursework/Rancho  
Santiago College, Santa  
Ana, CA

College  
Coursework/Harbor  
College, Harbor City, CA

#### PROFESSIONAL CERTIFICATIONS

Certified Erosion,  
Sediment and Storm  
Water Inspector  
(CESSWI), #4694  
Qualified Storm Water  
Practitioner (QSP),  
#25924

AHERA Building  
Inspector #02121;  
EPA/AHERA Asbestos  
Abatement Contract  
Supervisor #AACS-817-  
95

42 YEARS OF EXPERIENCE

#### Relevant Project Experience

**Garden Grove Boulevard Rehabilitation, Federal Aid Project No. CRAL-5328(088), City of Garden Grove, California.** Public Works Inspector. Willdan provided inspection and materials testing for this federally funded street rehabilitation project on Garden Grove Blvd between Harbor Blvd and Fairview St. This project consisted of clearing and grubbing, roadway excavation, removing and reconstructing failed pavement areas, asphalt paving, asphalt rubber aggregate membrane (ARAM), RHMA-G surface course, replacement of PCC curb and gutter, bus pads, driveway approaches, sidewalks, depressions and wheel chair ramps, adjustments to utility covers to finish grade, installation of traffic striping, signing, pavement marking and markers, traffic detector loops, and re-establishment of centerline ties and monuments. Mr. Dela Cruz served as the primary inspector responsible for providing inspection services to monitor completion of all specified work in compliance with the contract documents. He tracked all quantities, coordinated with the Contractor’s Foreman, prepared daily inspection reports, and reported directly to the City’s Construction Manager.

**Chapman Avenue Resurfacing, CIP No. 1341000, City of Garden Grove, California.** Public Works Inspector. Mr. Dela Cruz served as the primary inspector responsible for providing inspection services to monitor completion of all specified work in compliance with the contract documents. He tracked all quantities, coordinated with the Contractor’s Foreman, prepared daily inspection reports, and reported directly to the City’s Construction Manager.

**City Right-of-Way and Capital Improvement Projects, City of Huntington Beach, California.** Senior Public Works Construction Manager and Inspector for Utility Company contracts performing work in the City Right of Way and Capital Improvement Projects. Duties included inspection and observation for asphalt removal and replacement; asphalt grind and overlays; asphalt crack seal and slurry seal; replacement of damaged curb and gutter, sidewalks, handicap ramps; and striping and signage. Additional duties included project documentation, public outreach, and coordination of consultants and utility agencies.

**Street Improvements Project on Lakewood Boulevard, City of Downey, California.** Senior Public Works Inspector. Mr. Dela Cruz provided inspection services for the Street Improvements Project for Lakewood Boulevard, including inspection of hardscape and softscape demolition, installation of wet and dry utilities and structures, street and sidewalk improvements, handicap ramps, retaining walls, traffic signals, street lighting, striping and signage, irrigation, landscaping, and relocation of existing utilities.

**Street Improvements Project, City of Long Beach, California.** Senior Public Works Inspector. Mr. Dela Cruz provided inspection services for this \$15 million improvement project, which involved replacement of curb and gutter, handicap ramps, cross gutters, and asphalt overlays.







## Ron Brahs

### Construction Inspector

**REGISTRATION**

*Safety Training*

32 YEARS OF EXPERIENCE

**Mr. Ron Brahs** has been involved in the construction inspection and public works sector for over 32 years and his project responsibilities have included simultaneous inspection of multiple public works projects. He has inspected projects encompassing the following: water, sewer, storm drains, pipelines, curb and gutter, sidewalks, asphalt concrete placement, street rehabilitation, and street restoration. As an inspector, he oversaw project work to ensure contract and design compliance. He documents labor and equipment allocations as well as daily work in daily construction reports. He has a great deal of knowledge and is adept at proposing effective and efficient solutions for problems that arise. He collaborates with project stakeholders and is an effective communicator.

### Relevant Project Experience

**Capital Improvement Project 7968 Parking Project, City of Brea, California.** Public Works Observer. Willdan is provided inspections for the City’s BHGC Parking Lot Crack/Seal Coat and Striping Project. The project involved sealing of the existing cracks, removal of severely damaged asphalt, cold milling, and asphalt melting.

**57 Freeway Project, City of Brea, California.** Public Works Observer. This project included widening the 57 Freeway/Lambert off-ramp, two additional off-ramps, new sidewalks, street paving, two new traffic signals, landscaping, and other appurtenant work. Willdan provided third party inspection of the Caltrans improvements within the City of Brea right-of-way.

**On-Call Permit Inspections, City of Brea, California.** Public Works Observer. Willdan provided construction permits and public works inspections of various permitted projects throughout the City of Brea.

**Various Projects within City of Brea.** As a former Public Works Inspector for the City of Brea, Mr. Brahs performed inspections on the following CIP Projects:

- 57 Freeway & Lambert Road Interchange Project
- Superblock I Parking Structure
- Brea Blvd at Fire Station No. 2 and Tracks at Brea City Project
- Citywide Sewer Pipe Tec CCTV inspection & coordination
- Brea Creek Golf Course Parking Lot ADA upgrades/parking lot rehabilitation
- City of Brea CIP Annual Slurry Seal Projects /Inspect yearly
- Utility Permits throughout the City
- Lagos De Moreno Park Upgrade







## Heleo Espinoza

Public Works Inspector

### EDUCATION

Citrus College, Mount San Antonio College, and Rancho Santiago College

Courses in: Water Science and Public Works involving Traffic Control Safety, Concrete, Asphalt, Trees, Storm Systems

JPIA Training Courses  
AWWA Training Courses  
City of Santa Fe Springs Supervisor Training Courses

### ASSOCIATIONS

Member of Municipal Superintendents Association (MSA)

### PROFESSIONAL CERTIFICATIONS

State Certified in Water Treatment (1)  
State Certified in Water Distribution (2)

37 YEARS OF EXPERIENCE

**Heleo Espinoza** has 37 years of experience in Public Works, with strong leadership qualities and the ability to manage projects successfully. He possesses exceptional decision-making capabilities and is meticulous in ensuring project specifications are compliant with contracts and requirements. He has outstanding customer service skills dealing with clients and contractors and is well organized, with excellent time management abilities, to complete projects on time and within budget.

### Relevant Project Experience

**Various Public Works Projects, Santa Fe Springs, California.** *Assistant Municipal Services Manager.* Mr. Espinoza assisted the Municipal Yard Manager and the Water Utilities Manager in the management of 62 Public Works employees. In addition, in the two years prior to his retirement from the City, he managed the entire yard on his own.

**Various Projects for Public Works Maintenance Division, City of Santa Fe Springs, California.** *Streets/Grounds Superintendent.* Mr. Espinoza planned, organized, and evaluated Maintenance Operations and its staff. He provided leadership to develop and retain highly-competent, customer service-oriented staff through daily practices and staff training. He inspected the work of Contractors and City personnel to identify issues and take corrective action. He assisted with City remediation projects involving reconstruction of asphalt, curb and gutter, and sidewalks. He managed the ballfield maintenance projects and the Public Works fleet. He also managed the contracts for Graffiti removal, Complete Landscape, West Coast Arborist, and Nationwide Environmental Services. He responded to inquiries and complaints from the public, the City, and Contractors and assisted in budget preparation.

**Various Projects for Water Utility Division, City of Santa Fe Springs, California.** *Water Utility Distribution Supervisor.* Mr. Espinoza managed and supervised the City's water distribution system, including directing installation of new water mains and water service connections. He oversaw the maintenance of the underpass storm pumps to meet NPDES standards. He managed the overall operational, budgetary, and financial responsibilities of each new water service installation. He planned and implemented systems that performed the work and fulfilled the goals of the department with safety and efficiency in mind. He performed emergency repairs and stand-by responsibilities, as well as training and preparedness for major disasters. He trained personnel in safety and policy issues.

**Various Projects for Water Utility Division, City of Santa Fe Springs, California.** *Water Utility Maintenance Worker.* Mr. Espinoza performed labor and maintenance throughout the City's water distribution system, including emergency repairs of water infrastructure, hydrants, meters and pumps. He was responsible for traffic control, confined space entries, pool maintenance and customer service complaints. In addition, he safely operated a variety of City vehicles, tools and heavy equipment. He assisted in the development of the City's apprentice program.

**Various Projects, Design Concepts Consulting, Inc. in Irwindale and GK & Associates in Diamond Bar, California.** After retirement from the City of Santa Fe Springs, Mr. Espinoza has worked for two consulting firms in the public works/municipality fields in construction management and construction inspection.







## Justin Parent

### Construction Inspector/Special Inspector

#### CERTIFICATIONS

*Master of Special Inspection, ICC #8095138*

*Radiation Safety and Nuke Gauge Training*

*Structural Welding Special Inspector (S2), ICC #8095138)*

*Structural Steel and Bolting Special Inspector (S1), ICC #8095138*

*Reinforced Concrete Special Inspector, ICC #8095138*

*Structural Masonry Special Inspector, ICC#8095138*

*ACI Concrete Field Testing Technician Grade 1, #01150639*

*General Education Development #05202005ET0433*

15 YEARS OF EXPERIENCE

**Mr. Justin Parent** has 15 years' experience in public works construction, specializing in concrete, masonry, and structural inspection, monitoring for compliance to approved plans and specifications and maintaining documentation of construction and inspection activities. He has been a Special Inspector for 12 years and is certified in Structural Welding, Steel and Bolting, Reinforced Concrete, and Masonry. He has deep knowledge of construction techniques and understands blueprints, codes, and applicable manuals. Mr. Parent possesses great attention to detail, works well with contractors and cities, and has excellent technical and communication skills.

#### Relevant Project Experience

**BUSD, Mayfair High School Steam Center, Lakewood, California.** Special materials inspector - A new 77,566 square foot, 2-story STEAM Building with 42,284 square foot first floor and 35,282 square foot second floor. Structural Steel Building.

**Kinesiology & Athletics Complex, Orange Coast College, Costa Mesa, California.** Special materials inspector - The project is comprised of 1, 65 meter X 75'-1" competition long course swimming pool, 1, 25 yard X 75'-1" instructional / therapy pool, deck canopy shade structure, 3, buildings, 1, exterior storage enclosure, 1, exterior deck shower enclosure, 3, areas or parking alterations and site improvements including, 1, 16' max high soldier pile retaining wall.

**Language Arts and Social Science Building, Orange Coast College, Costa Mesa, California.** Special materials inspector - The completion of a \$61.5 million Language Arts and Social Science Building at Orange Coast College (OCC). The three-story, 107,760-square-foot facility houses classrooms, office spaces, conferences rooms and support spaces, including a computer lab for English as a Second Language, facilities for speech, debate and theater, and a journalism newsroom for the college's student-run newspaper, Coast Report.

**Palm Springs Fire Station No. 4, Palm Springs, California.** Special materials inspector - A new multi-story wood framed building. After completion Fire Station # 4 reopened to continue its legacy of almost 5 decades of service to the south end of Palm Springs.

**Soboba Casino, San Jacinto, California.** Special materials inspector - A new casino with a new structural steel 6-story hotel. The new casino will feature up to 2,000 slot machines on an 83,500-square-foot gaming floor. The entire resort will span 480,000 square feet and include a 200-room hotel. The new Soboba Resort will also feature a banquet center for events and a variety of cafes and bars.

**Planetarium, Orange Coast College, Costa Mesa, California.** Special materials inspector - A 12,124 SF planetarium building is intended to be an iconic statement which will stimulate and educate individuals of all ages and backgrounds in the world of science. The workshop has a wide range of faculty from science, math, art, music, humanities, administrators, staff and community representatives. It also houses a 130-seat immersive theatre/planetarium, a Foucault pendulum, exhibit areas and staff support.

**Hero's Hall, Orange County Fairgrounds, Costa Mesa, California.** Special materials inspector - Heroes Hall consists of 3,600 square feet of exhibition space as well as the Medal of Honor Courtyard and Walk of Honor which feature 5,000 square feet of space conducive for events and larger gatherings.







## Roy Shaver, PE

### Construction Manager

#### EDUCATION

*BS, Civil Engineering,  
California State  
University, Chico*

#### CERTIFICATIONS

*Civil Engineer, California  
No. 44587*

*PMP from PMI (2005 to  
2020), PMI Subject  
Matter Expert for Risk  
Management*

*OSHA 40 hour and  
Confined Space*

*ICBO Reinforced  
Concrete*

*Asphalt Concrete  
Inspection and Testing  
certifications offered by  
Caltrans*

*Nuclear Density Gauge  
certified*

*Phase I Environmental  
Site Assessor (State of  
California)*

*Post-Disaster Building  
Assessor (CalOES)*

40 YEARS OF EXPERIENCE

**Mr. Roy Shaver** is a veteran of the construction and environmental field. With his years of experience and dedication to fostering collaborative working relationships, Mr. Shaver has developed a reputation for being an effective team player. He has a talent for bringing together individuals with diverse backgrounds and skill sets, helping them to work together towards a common goal. As a respected member of the Fresno PMI and PECG Chapters, Mr. Shaver demonstrated a strong commitment to serving his community and fellow employees. He has held multiple leadership positions within these organizations, using his skills to promote the growth and success of the local project management and engineering communities. As a Caltrans employee for over two decades, Mr. Shaver's expertise in field construction inspection was invaluable to the organization. He worked across multiple divisions, including Construction, Geotechnical, and Environmental.

#### Relevant Project Experience

**Senior Transportation Engineer/Project Manager, California Dept. of Transportation** As a Caltrans employee for over two decades, Mr. Shaver's expertise in field construction inspection was invaluable to the organization. He worked across multiple divisions, including Construction, Geotechnical, and Environmental, and played a key role in the completion of the Prunedale Improvement Project. During the project, Mr. Shaver worked closely with contractors, county officials, and other stakeholders to ensure that construction was carried out safely and efficiently. During the early stages of his Caltrans career, he worked as the lead field inspector on a 10-mile 3R project on Highway 33. This project featured a rubberized asphalt concrete (RAC) paving test strip, which Mr. Shaver inspected and provided results that influenced future statewide specifications and policy for the use of RAC.

Mr. Shaver's experience as the D5 Constructability Reviewer for the Construction Division demonstrated his exceptional skills in plan and specification reading and interpretation, construction inspection and management. He provided valuable comments and recommendations to designers through plan, specification, estimate, and CPM schedule reviews for every D5 project in the design phase of development. His expertise in construction management and field inspection allowed him to identify potential construction issues early on, leading to improved project outcomes and increased efficiency.

As a Central Region Project Manager, Mr. Shaver managed up to 15 transportation projects simultaneously across 11 California Counties, with a total worth of up to \$250M. His expertise in construction management and field inspection allowed him to provide technical reviews and guidance, ensuring that all projects were delivered on schedule, within budget, and to the highest quality standards. His attention to detail and ability to effectively manage project scope, cost, and schedule were key to his success in this role.







## Arne Cvek, Jr.

### Construction Manager/Inspector

**Mr. Arne Cvek Jr.** is a versatile, dynamic construction professional skilled in full lifecycle project management. He utilizes his extensive education, field knowledge and leadership skills in designing and implementing projects and plans, using cost-effective tools and techniques, dealing with contractors, staff and efficiency to solve complex problems in order to bring maximum efficiency to the projects he’s involved on. He works closely with team members, effectively accomplishing assigned responsibilities.

#### EDUCATION

*Master of Science,  
Construction  
Management, Louisiana  
State University*

*Certificate in  
Construction  
Management, Louisiana  
State University*

*Bachelor of Science,  
Biology, University of  
Colorado, Boulder*

18 YEARS OF EXPERIENCE

#### Relevant Project Experience

**Quality Control Manager – Private Firm, CA** Mr. Cvek was tasked with identification and adherence to contract specifications to provide Los Angeles World Airport with a quality product on Terminal Cores and Automated People Mover. He actively engaged LAWA QA personnel at project meetings to promote transparency and encourage collaboration. He was the primary point of contact for LAWA for all issues concerning the Quality Control Program. Mr. Cvek worked with Consultants, Superintendents, and Engineers to coordinate all Quality Control activities, including inspections, tests, meetings, and maintenance of the test and inspection schedules.

**Contract Administrator – City of Santa Ana, CA.** Mr. Cvek executed comprehensive contract and plan reviews. He was tasked with delineating construction and legal requirements, conveying technical specifications to maintenance, building, and landscape contractors, as well as electrical, mechanical, and plumbing trades personnel. As part of his work, he evaluated and reported contractor compliance with contract provisions, conditions, and municipal codes. Mr. Cvek also determined and investigated code or contract violations, provided recommendations for corrective actions. He developed, reviewed, and implemented contract proposals and assist with design-build plans for various PWA projects. This also included reviewing and providing recommendations for bid proposals upon bid opening.

**Project Manager, Private Construction Firms, CA.** Mr. Cvek led interior and exterior renovations for multi-family dwellings. He oversaw hiring, scheduling, fleet management, and material procurements to ensure diverse projects including drywall, painting, basic electrical, fencing, and installation of doors and handrails were completed according to schedule. Mr. Cvek spearheaded diverse residential construction and renovation projects, and progressed from laborer to project lead as he gained more experience. This also included skills in installation of flooring, drywall, plumbing fixtures, electrical outlets, and lighting, door, casing, and baseboard finish carpentry.



# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**





WILLDAN ENGINEERING

# Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$77	Assistant Code Enforcement Officer	\$103	Labor Compliance Specialist	\$139
Technical Aide II	\$100	Code Enforcement Officer	\$118	Labor Compliance Manager	\$174
Technical Aide III	\$120	Senior Code Enforcement Officer	\$139	Utility Coordinator	\$167
CAD Operator I	\$126	Supervisor Code Enforcement	\$168	Office Engineer I	\$140
CAD Operator II	\$146	Plans Examiner Aide	\$110	Office Engineer II	\$159
CAD Operator III	\$162	Plans Examiner	\$168	Assistant Construction Manager	\$152
GIS Analyst I	\$164	Senior Plans Examiner	\$184	Construction Manager	\$176
GIS Analyst II	\$180	Assistant Construction Permit Specialist	\$118	Senior Construction Manager	\$191
GIS Analyst III	\$191	Construction Permit Specialist	\$124	Resident Engineer I	\$198
Environmental Analyst I	\$140	Senior Construction Permit Specialist	\$146	Resident Engineer II	\$206
Environmental Analyst II	\$157	Supervising Construction Permit Specialist	\$154	Project Manager IV	\$223
Environmental Analyst III	\$166	Assistant Building Inspector	\$139	Deputy Director	\$231
Environmental Specialist	\$180	Building Inspector	\$154	Director	\$237
Designer I	\$168	Senior Building Inspector	\$168	<b>INSPECTION SERVICES</b>	
Designer II	\$174	Supervising Building Inspector	\$184	Public Works Observer **	\$125
Senior Designer I	\$184	Inspector of Record	\$196	Public Works Observer ***	\$151
Senior Designer II	\$193	Deputy Building Official	\$196	Senior Public Works Observer**	\$136
Design Manager	\$191	Building Official	\$198	Senior Public Works Observer ***	\$151
Senior Design Manager	\$198	Plan Check Engineer	\$192	<b>MAPPING AND EXPERT SERVICES</b>	
Project Manager I	\$177	Supervising Plan Check Engineer	\$194	Survey Analyst I	\$143
Project Manager II	\$197	Principal Project Manager	\$227	Survey Analyst II	\$164
Project Manager III	\$207	Deputy Director	\$231	Senior Survey Analyst	\$187
Project Manager IV	\$223	Director	\$237	Supervisor - Survey & Mapping	\$197
Principal Project Manager	\$227	<b>PLANNING</b>		Principal Project Manager	\$227
Program Manager I	\$197	CDBG Technician	\$82	<b>LANDSCAPE ARCHITECTURE</b>	
Program Manager II	\$209	CDBG Specialists	\$98	Assistant Landscape Architect	\$146
Program Manager III	\$228	CDBG Analyst	\$116	Associate Landscape Architect	\$168
Assistant Engineer I	\$137	CDBG Coordinator	\$144	Senior Landscape Architect	\$184
Assistant Engineer II	\$153	CDBG Manager	\$174	Principal Landscape Architect	\$195
Assistant Engineer III	\$161	Housing Programs Coordinator	\$144	Principal Project Manager	\$227
Assistant Engineer IV	\$170	Planning Technician	\$123		
Associate Engineer I	\$179	Assistant Planner	\$154		
Associate Engineer II	\$186	Associate Planner	\$168		
Associate Engineer III	\$190	Senior Planner	\$191		
Senior Engineer I	\$194	Principal Planner	\$198		
Senior Engineer II	\$198	Planning Manager	\$211		
Senior Engineer III	\$201	Deputy Director	\$231		
Senior Engineer IV	\$204	Director	\$237		
Supervising Engineer	\$209	<b>ADMINISTRATIVE</b>			
Traffic Engineer I	\$209	Administrative Assistant I	\$95		
Traffic Engineer II	\$223	Administrative Assistant II	\$114		
City Engineer I	\$223	Administrative Assistant III	\$133		
City Engineer II	\$227	Project Accountant I	\$107		
Deputy Director	\$231	Project Accountant II	\$125		
Director	\$237	Project Controller I	\$133		
Principal Engineer	\$257	Project Controller II	\$150		

\*\* For Non-Prevailing Wage Project    \*\*\* For Prevailing Wage Project  
 Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Annual rate increases shall not exceed 5% of the rates in effect immediately preceding any such raise. Willdan shall provide prior written notice of annual rate increases to City prior to such rates becoming effective.

Any and all mileage/field vehicle usage, overtime, holiday pay, messenger services, printing costs, subconsultant management fees, and any other expenses, costs, fees or reimbursements of any nature whatsoever must be pre-approved by City in writing.



## EXHIBIT C

### INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
  - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
  - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant

arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
  - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
  - B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess/umbrella liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.

- C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
  - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, and that involve or may

involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.