

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
ARDURRA GROUP, INC. TO PROVIDE ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT is made and entered into on this 3rd day of October, 2023 by and between Ardurra Group, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On July 18, 2023 the City issued Request for Proposal ("RFP") No. 23-122 by which it desired to retain a consultant having special skill and knowledge in the field of construction management and inspection services on an on-call basis for the City's Public Works Agency. Said services are required to augment City staff efforts to complete delivery of capital improvement projects involving public works infrastructure and City facilities.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-122.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work included in the RFP No. 23-122, during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in "**Scope of Services - Exhibit A**", attached hereto and incorporated by reference, and as further described in Consultant's Proposal, attached hereto and incorporated herein by this reference as "**Consultant's Proposal - Exhibit B**".

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant's Fee Proposal, which is attached hereto and fully incorporated herein by this reference as "**Compensation - Exhibit C**". Consultant is one of five (5) separate consultants selected to provide services on an on-call basis under RFP 23-122. The total compensation for services provided by all consultants selected under RFP 23-122 shall

not exceed the shared aggregate amount of \$3,000,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- c. Notwithstanding any contrary terms contained within Consultant's Fee Proposal, Consultant's fees shall not increase by more than 3% annually over the term of this Agreement, including any extension periods, unless directly affected by Prevailing Wage laws, if applicable.

3. TERM

This Agreement shall commence on October 3, 2023 and end on October 2, 2026, with the option for the City to grant up to one (1), two (2) year extension, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

- (iv) Professional Liability Insurance with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 - (iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 - (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
 - (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** 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.

(x) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in

this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work 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 the 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 the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultant and/or contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case

such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Fax:

To Consultant:

Dino D'Emilia
CA Public Works Practice Director
Ardurra Group, Inc.
1960 E. Grand Avenue
Suite 300
El Segundo, CA 90245

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures contained on following page]

**SIGNATURE PAGE FOR CONSULTANT AGREEMENT BETWEEN THE CITY OF
SANTA ANA AND ARDURRA GROUP, INC. TO PROVIDE ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first
above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk


KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



By: Dino D'Emilia
Title: California Public Works Practice Director

RECOMMENDED FOR APPROVAL:

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

<p>Appendix ATTACHMENT 1 SCOPE OF WORK</p>

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES
RFP NO. 23-122**

INTRODUCTION/PROJECT DESCRIPTION

The City of Santa Ana intends to retain Construction Management firm on an as-needed or "On-Call" basis. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management services to support the construction efforts and serve as an extension of City staff to assist in the overall delivery of this project, including pre-construction tasks, managing construction and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Construction Manager or his authorized representative. City staff may assist in managing construction and will oversee the work of the Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contractor administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines in order to execute successfully the project in a timely and cost efficient manner.

The majority of capital improvement and construction projects within the city includes, but is not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Water service and pipelines
- Pump and motor improvements
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- System controls and instrumentation
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical system
- Electrical system
- Traffic Signal Improvements

Scope of Services

The required services by the Project Manager, the Inspector and the Contract Administrator may include the following:

1. RESIDENT ENGINEER / ADMINISTRATOR
 - a. The PM shall represent the City Construction Manager in the field. The CM shall possess a minimum of (5) years' experience in construction management.
 - b. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the experience.
2. BID ANALYSIS
 - a. Prior to the start of the project, the PM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License.
3. STAFF REPORTS
 - a. Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

4. GENERAL CONSTRUCTION ADMINISTRATION

- a. Coordinate with the City to define the roles and responsibilities during construction and develop a construction management plan.
- b. Co-lead pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
- c. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- d. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as- built records.
- e. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
- f. Manage the Construction Management Software PROCORE, coordinating with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- g. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

5. SUBMITTAL/RFI REVIEW & PROCESSING

- a. The PM shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). Shall transmit the Submittals to City staffing for review and approval, and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- b. PM shall develop, maintain, and manage all submittal/RFI logs.
- c. Determine the workflow on PROCORE for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

6. CONSTRUCTABILITY REVIEW

- a. Shall review project plans and specifications to determine its "constructability". Shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.

- b. The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.

7. CHANGE ORDER REVIEW

- a. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

8. SAFETY

- a. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

9. PROGRESS PAYMENTS

- a. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- b. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
- c. Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

10. INSPECTIONS

- a. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- b. Facilitate and coordinate inspection by representatives of other agencies.
- c. Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection. Assist the City in conducting final inspections.
- d. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.
- e. Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

11. CLAIMS

- a. Claims submitted by the contractor must adhere to the Public Contract Code Section 10240 and 20104.
- b. PM shall coordinate with City consultant on claim matters.
- c. Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim. Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

12. PREVAILING WAGE / LABOR COMPLIANCE

- a. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.
- b. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- c. Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

13. CWA COMPLIANCE

- a. Shall monitor and enforce the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
- b. Outline responsibilities within the agreement and assist contractors in achieving the CWA goal.

14. PROJECT CLOSEOUT

- a. The PM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.
- b. Shall provide a close out report outlining any obstacles, violations, services performed, and final percentages achieved by the workforce as part of the CWA.
- c. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

15. COMMUNITY OUTREACH

- a. Attend and co-lead a pre-construction meeting with the community. Primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- b. PM shall coordinate with the city's community liaison and communicate with the community regarding impacts related to the construction project.

16. FEDERAL REQUIREMENTS

- a. Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- b. Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- c. Compliance with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) authorized by the American Rescue Plan Act (ARPA). Review ARPA requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

Payment and Invoicing:

Selected Construction Management Firm shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

A 10% retention will be held on every invoice through the project.

City Responsibilities:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

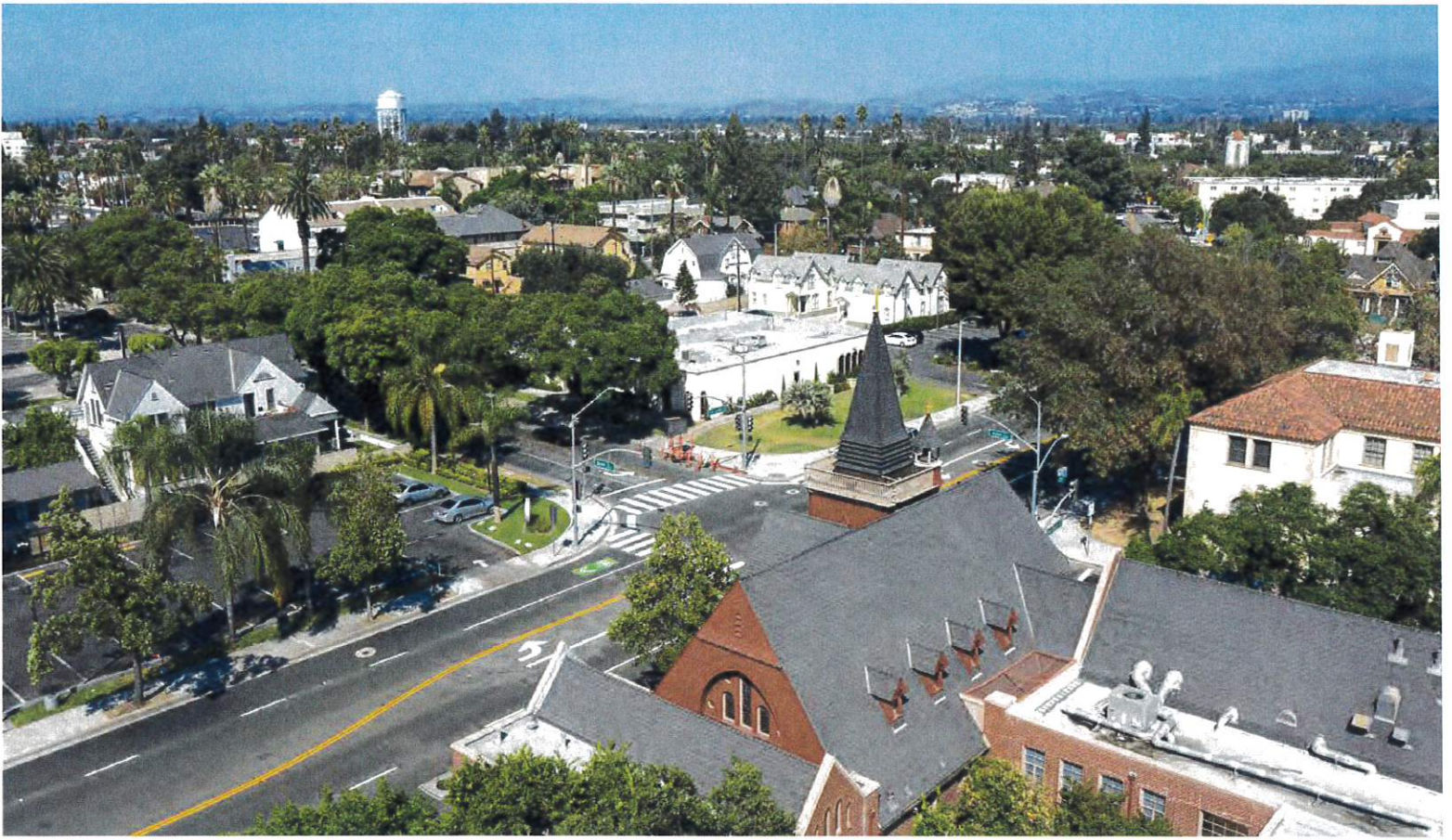
- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

Consultant Responsibilities:

Consultant shall provide all required insurance as outlines in Attachment 3 of this RFP.

EXHIBIT B

CONSULTANT'S PROPOSAL



Proposal to Provide
**ON-CALL CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**
(RFP No. 23-122)

Submitted to the City of Santa Ana
August 8, 2023



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1. STATEMENT OF QUALIFICATIONS

a. COVER LETTER

August 8, 2023

City of Santa Ana
Attn.: Edward Torres
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

**Subject: Proposal to Provide On-Call Construction Management and Inspection Services,
RFP No. 23-122**

Dear Edward Torres and Selection Committee Members:

As the second most populous city in Orange County, the City of Santa Ana has a diverse range of capital improvement projects to maintain its mission "to deliver efficient public services in partnership with our community which ensures public safety, a prosperous economic environment, opportunities for our youth, and a high quality of life for residents."

Ardurra Group, Inc. can help! Our basic philosophy focuses on understanding our client's goals, enabling us to successfully serve as an extension of your staff. Our experience encompasses each area of your CIP program—from street and traffic improvements to utility, drainage, and lighting, as well as parks and facility improvements.

We appreciate the opportunity to present our qualifications for on-call construction management and inspection services. As an experienced and reliable civil engineering, construction management and inspection firm, we are ready to support the City Public Works Agency's efforts in the construction and oversight of various capital improvement projects. Selecting the Ardurra team offers the City the following benefits:

- **Strong leadership enables smoothly run projects.** Dino D'Emilia will serve as the principal-in-charge, and Omar Alameddine will serve as contract manager. With substantial experience on a variety of complex, high-profile projects, they will lead this comprehensive team of local professionals covering the wide range of resources needed to augment the City's Public Works Agency with experts in their respective fields. With our team, you get industry leaders looking for cost-effective and time-sensitive solutions to your toughest challenges.
- **The capacity to provide the right staff at the right time.** Client service is a core value for us, and we understand the importance of responsiveness. With more than 120 professionals in Southern California, we have a deep bench of in-house project managers, construction managers, contract administrators, public works inspectors, and project controls specialists. We have the depth of resources and expertise to respond quickly to your needs.
- **Experience that delivers quality.** Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality conscious. Our team is knowledgeable of and conforms to local, state and federal regulations, codes and ordinances, federal grant requirements, Caltrans Local Assistance Procedures Manual (LAPM), Greenbook, APWA/ AWWA standards, as well as LEED, DSA, and OSHPD standards. As you will see in this



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AUTHORIZED REPRESENTATIVE

Dino D'Emilia, PE
California Public Works
Practice Director
1960 E. Grand Avenue
Suite 300
El Segundo, CA 90245
Telephone: 714.458.0703
Email: ddemilia@ardurra.com



proposal, our experience encompasses various construction management and inspection services on projects ranging from street, bridge and sidewalk rehabilitation/improvements; water and sewer infrastructure; public buildings and facilities; parks, sports fields and playgrounds.

- **Peace of mind through each phase of your projects.** Our professionals have years of experience managing a wide variety of public works projects—from scoping to design to construction to closeout and commissioning. Our time-tested, proactive approach serves to anticipate and expeditiously address challenges to keep your projects moving forward. Our proven process eliminates surprises, provides predictability, and streamlines delivery.

Ardurra has authorized Dino D'Emilia to sign this proposal and bind the firm. We acknowledge receipt of Addendum 1, dated August 3, 2023, containing the City's Community Workforce Agreement; and we acknowledge receipt of three sets of Q&A responses (issued July 27, 2023; July 31, 2023; and August 3, 2023).

We look forward to serving the City of Santa Ana on this as-needed contract. Please feel free to contact Dino at 714.458.0703 or ddemilia@ardurra.com or Omar Alameddine at 949.533.3012 or oalameddine@ardurra.com if you have any questions or need additional information.

Respectfully submitted,

Dino D'Emilia, PE, F. ASCE, QSD
California Public Works Practice Director

Omar Alameddine
Project & Construction Management Group Leader

b. CONTRACT AGREEMENT STATEMENT

Ardurra accepts the Consultant Agreement as provided in the City's RFP Appendix, Attachment 2.

c. FIRM AND TEAM EXPERIENCE

COMPANY OVERVIEW

Ardurra offers the resources of a large national firm with more than 1,250 employees in 72 offices across the country. Our core service areas include: public works/civil planning, design, construction management and inspection; water/wastewater planning design, construction management and inspection; environmental; land development; emergency management; structural engineering; survey; as well as public outreach, plan review and plan check, code compliance enforcement, labor compliance, and grant administration.

Ardurra is currently ranked 89th in *Engineering News-Record's* Top 500, 34th in Zweig Group's Best Firms to Work For and 4th in Hot Firms. Being listed among Zweig's preferred employer's list for the last 5 years means we have been growing consistently, and we are adding amazing people every week. This gives you direct access to more help, more unique solutions, and a small army of professionals.

Financial Capacity

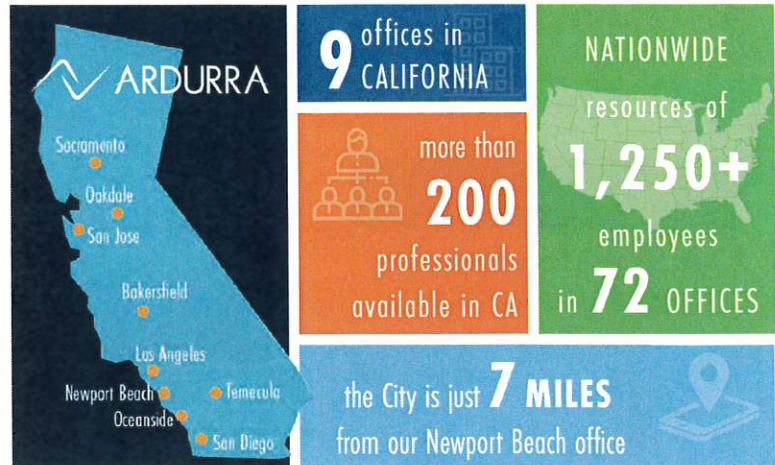
Ardurra is a firm of strong financial health, including steady revenue, strong backlog, stabilized expenses and positive cash flow. The business has grown substantially since its roots dating back more than 65 years. Incorporated in 1977, Ardurra has maintained profitability and built positive net worth on its balance sheet. There is no history of bankruptcy and no pending bankruptcies, no planned office closures or impending merger plans, and no litigation that would affect the successful delivery of this contract.

We are in good standing with the State of California and in full compliance with state and federal Equal Employment Opportunity laws and regulations.

Comprehensive Local Resource

As neighbors—with our nearby offices in Newport Beach and El Segundo and many of our team members being residents of surrounding communities—we are deeply invested in the City's success. With more than 120 professionals in Southern California, we have the depth of resources to respond quickly to your needs.

With an emphasis on practical, proven, and cost-effective solutions, our capabilities are focused on the planning, design, and construction of roadway, utility, and public facility improvements, as well as managing multi-project capital improvement programs for public agencies.



Our clients get successful projects and services, well-managed budgets, and thoroughly satisfied stakeholders because we work side-by-side with local and regional agency staff. This close working relationship develops collaboration with community and business stakeholders, and partners effectively with state and federal regulatory agencies. Local agencies like you get our unique management approach, which carefully monitors program effectiveness and closely tracks work quality and cost.

Capabilities to Meet Your Needs

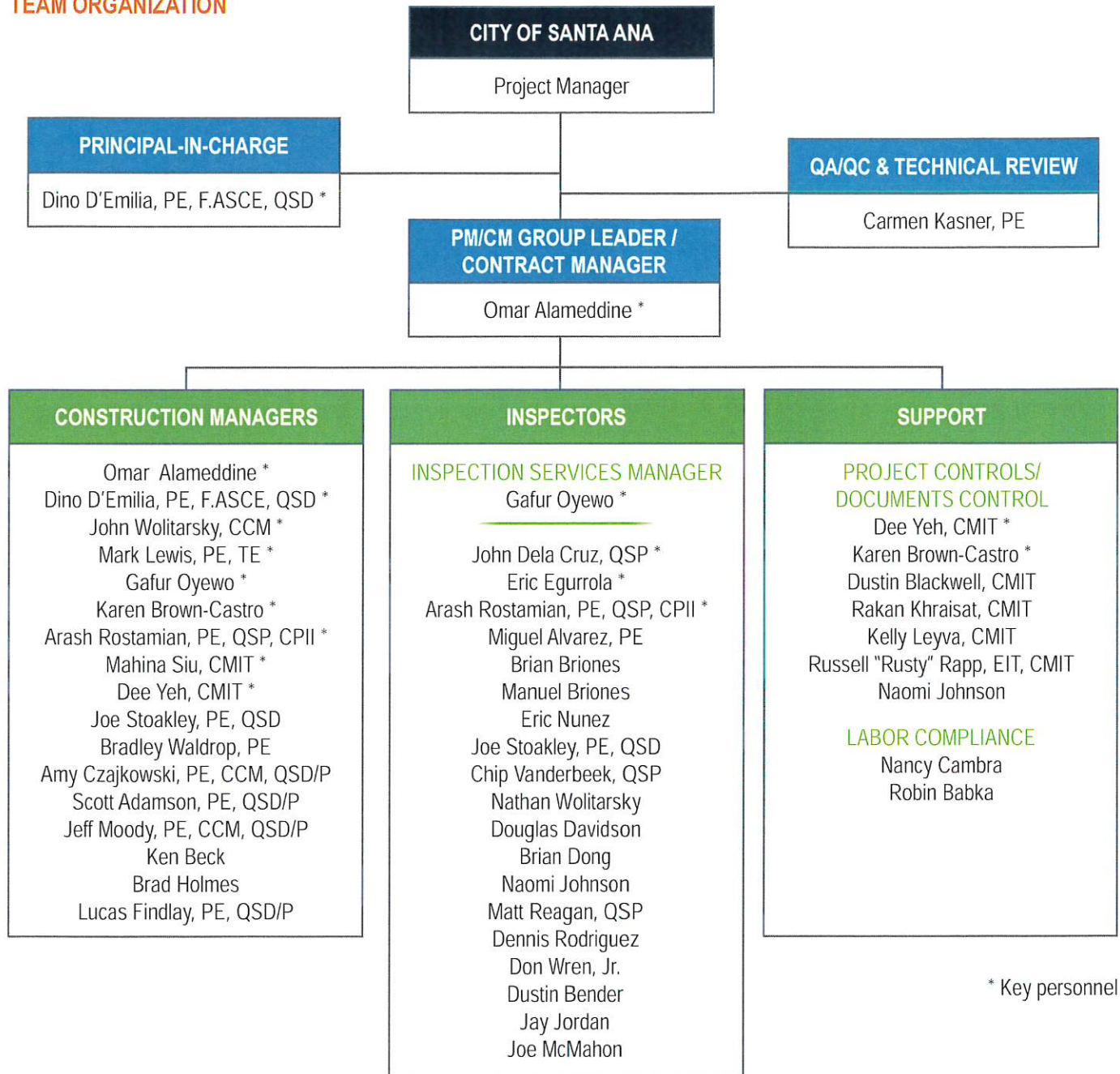
As you will see in our organization chart on page 4, we have assembled a comprehensive team to enable us to support the City's construction efforts and serve as an extension of City staff to assist in project delivery.

Our team is well-versed in city codes and ordinances, Caltrans, Greenbook, Americans with Disabilities Act, AASHTO, AWWA and APWA standards, as well as LEED, DSA, and OSHPD standards and permits/requirements of various agencies. Some of our team members are already familiar with the City of Santa Ana Municipal Code (SAMC).

Since Ardurra works mostly for municipalities, we have extensive familiarity with local, state and federal procedures, both in helping to obtain funding and in delivering the pertinent documentation. We coordinate successfully with these agencies by communicating early and addressing their requirements to achieve a smooth approval process.

Our team has worked on many federally funded projects over the years. Caltrans has even used our well-established and proven templates as examples. We have an excellent track record for delivering exception-free federally funded project oversight reviews and federal audits. The team has a keen understanding of the Local Assistance Procedures Manual (LAPM) and Caltrans oversight review process. As a result, we deliver well-organized projects with complete documentation to meet federal compliance requirements.

TEAM ORGANIZATION



REPRESENTATIVES



Dino D'Emilia, PE, F.ASCE, QSD
Authorized Representative/Principal-in-Charge

ARDURRA
California Public Works Practice Director
1960 E. Grand Avenue, Suite 300
El Segundo, CA 90245
Telephone: 714.458.0703
Email: ddemilia@ardurra.com



Omar Alameddine
Contract Manager/Primary Contact

ARDURRA
PM/CM Group Leader
1960 E. Grand Avenue, Suite 300
El Segundo, CA 90245
Telephone: 949.533.3012
Email: oalameddine@ardurra.com

A COMPREHENSIVE TEAM COMMITTED TO YOUR SUCCESS

We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. Ardurra has assembled a team knowledgeable and experienced in all aspects of capital improvement construction and inspection for public agencies.

Not only is Ardurra successful at delivering CM services, but our CM professionals are considered leaders in the industry. Some of our team members instruct CMAA Certified Construction Manager (CCM) Contract Administration classes, provide construction management best practices training to agency public works staff, and serve as guest lecturers at local colleges.

All Ardurra construction personnel are well-versed in CPM scheduling, construction means and methods, web-based documentation (Procore), WATCH requirements, Greenbook and Caltrans specifications, and OSHA Construction Safety Orders. Our inspectors are knowledgeable of California Building Standards Code/Title 24, local agency codes and ordinances, federal grant requirements, State of California LAPM, Greenbook, APWA standards, and, where appropriate, LEED, DSA, and OSHPD standards.

This team is well-known and liked by the local agencies we serve. We are team players who can act as an extension of City staff and engage with key stakeholders and the community.

We are there when you need us!

Our team is available and ready to start working immediately on any task defined by the City. Ardurra's wide range of in-house capabilities enables us to provide the right staff at the right time.

Ardurra has a vast pool of resources, and we are committed to providing appropriate staffing for each task order assigned through this contract.

Below are summary qualifications for our key personnel, along with their estimated percentage of availability. Availability ranges are subject to change based on the timing of the project.

Resumes that include references for our key personnel are included in Appendix B of this proposal. We would be happy to provide more detailed resumes or resumes for additional team members at the City's request.

DINO D'EMILIA, PE, F.ASCE, QSD | 30-40%

Authorized Rep, Principal-in-Charge, Construction Manager

Ardurra's California Public Works Practice Director, Dino D'Emilia has delivered public works infrastructure projects valued at more than \$1 billion for public agency clients. He has played critical roles on infrastructure projects to build, renew and upgrade freeways, city streets, transit centers, pedestrian paths, light rail,

water mains, sewers, storm drains, greenbelts, soccer fields, and recreation centers. He is also recognized by peers and clients for his expertise in compliance with federal contract requirements and the Caltrans LAPM.

In keeping with his passion for building infrastructure, Dino actively participates in local chapters of the American Public Works Association, the American Society of Civil Engineers and Construction Management Association of America. He supports the growth and development of emerging engineers as a mentor to colleagues, provides construction management best practices training to agency public works staff, and serves as a guest lecturer on construction management at the University of Southern California, Loyola Marymount University and California State University, Long Beach.

OMAR ALAMEDDINE | 30-40%

Contract Manager, Primary Contact, Construction Manager

Omar Alameddine is Project/Construction Management Group Leader at Ardurra. He brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has also managed and inspected construction of recreational facilities such as soccer fields, public parks and a dog park, public facilities, domestic water, sewer, and drainage improvements.

As contract manager, Omar is prepared to respond to a variety of requests from the City to execute each task order to meet your diverse needs. Once a task order is received, Omar will review/develop the scope with the task leaders and provide the City with resumes of available staff with the best mix of experience and expertise for the task assigned.

JOHN WOLITARSKY, CCM | 40-50%

Construction Manager

John Wolitarsky has delivered critical public facility, recreation, aquatics, roadway, water and utility improvement projects for many Southern California cities and regional agencies in his 37-year career. He has managed high-profile arterial roadway improvements, such as the City of Fountain Valley's \$3.2-million, Edinger Avenue-Harbor Boulevard rehabilitation. John's equally extensive water project background includes the renewal and replacement of domestic water and sewer lines and reservoirs. For the City of South Pasadena, John directed the \$20-million Garfield Reservoir replacement. His public facility improvement work also includes recreation complexes, fire stations, fountains and parks and aquatic centers, such as the \$12-million City of Santa Monica Aquatic Center.

MARK LEWIS, PE, TE | 20%**Construction Manager**

Mark Lewis is Municipal Services Project Director at Ardurra. He is a proven leader with 38 years of engineering experience. Having begun his ambitious career with the City of Fountain Valley including 13 years as director of public works/city engineer, Mark brings a perspective from a public agency professional, which has led to improved solutions, cost-effectiveness, and more robust protections against change orders and claims. He provides insight and guidance to a number of cities and water districts where he has provided onsite program and project management; staff assistance; organizational review; mentoring; capital project development; preparation of capital project bid packages; guidance on water and wastewater collection systems and design strategies to maximize cost efficiency and minimize ongoing maintenance; creative project funding strategies; review and strategy for development of municipal buildings; preparation of multi-year CIPs; landscape concept strategies; and preparation of traffic control, striping, and detour plans.

Mark was a four-time chair for Orange County Transportation Authority's (OCTA) Technical Advisory Committee and Technical Steering Committee. He participated in drafting language for OCTA Measure M2 and met with government and business leaders throughout its development and ultimate passage. Mark has also been the chair of the Laguna Beach Water Commission, president of the OC City Engineers Association and president of OC Traffic Engineering Council.

GAfur OYEWo | 40-50%**Construction Manager, Inspections Manager**

Gafur Oyewo is Inspection Services Manager/Senior Construction Manager at Ardurra and brings 13 years of project and construction management experience. He has proficiency in large-scale public works project administrative/management processes such as critical path management (CPM), project scope management, payment/requisition processing, and safety management. Gafur has extensive knowledge in commercial and residential property rehabilitation and restoration as well as floating and fixed marine asset dry-docking and repair. His experience spans projects involving a diverse range of installations, which include landscaping, roofing, asbestos abatement, masonry, steel structure erection, concrete, electrical, plumbing, and interior renovation.

ARASH ROSTAMIAN, PE, QSP, CPII | 100%**Construction Manager, Inspector**

Arash Rostamian brings 18 years of experience in heavy civil engineering projects, construction, project management, drafting and design, estimating, inspection and quality control. He

has extensive knowledge in heavy civil engineering projects, commercial and residential property, as well as steel, masonry, concrete and material construction. Arash has expertise in creating detailed reports, site supervision, quality control, managing budgets, and working closely with contractors, clients, and vendors. He is skilled in administration, inspection, and cost estimates for large and small projects; and he is proficient in Microsoft Office, AutoCAD, Primavera P6, MS Project, V360 and Sage 100 Contractor.

MAHINA SIU, CMIT | 50-75%**Construction Manager**

Mahina Siu obtained her civil engineering degree from California State University at Long Beach and is a Construction Manager-In-Training. Mahina is proficient in Procore, AutoCAD, MATLAB, and ArcGIS. She excels at providing timely, accurate documentation and maintaining project controls to help deliver projects on time and budget, and she has assisted clients implement project management tools. Mahina is very familiar with the City of Santa Ana, having provided as-needed contract administration services to the City's CIP Engineering Department.

ERIC EGURROLA | 100%**Inspector**

Eric Egurrola is a senior construction inspector with 25 years of experience on public works projects. For more than a decade, Eric served as a staff construction inspector with the City of Fullerton. Eric has also inspected public works construction for the Cities of Irvine, Brea, Ontario and South Gate. Eric brings significant roadway project experience. He has inspected road widenings and extensions, pavement rehabilitation, and the removal and replacement of curb, gutter, sidewalk. He is proficient in the Caltrans LAPM and WATCH manual. Equally strong is Eric's project background in water infrastructure construction and rehabilitation. His inspections have involved water and sewer lines, storm drains, pump stations, reservoirs and wells. He has also inspected projects involving public buildings, residential developments, schools and landfills. To all projects, Eric brings meticulous attention to detail and the ability to communicate clearly and courteously with all project stakeholders, including residents and business owners impacted by construction.

JOHN DELA CRUZ, QSP | 100%**Inspector**

John Dela Cruz has more than 45 years of public works project inspection and CM experience. His project background includes roadways, highways, bridges, retaining walls, residential, commercial, medical facilities, water treatment/storage facilities, bridges, wet and dry utilities, grading, pipelines, and

environmental projects. His experience includes bid phase management; submittal, RFI, and change order processing; daily field inspection; and project closeout. John has acquired a thorough knowledge of the Caltrans Standard Plans and Standard Specifications, Greenbook, Caltrans Construction Manual, electrical, plumbing and HVAC systems, building codes, and OSHA safety orders.

DEE YEH, CMIT | 50%

Assistant Construction Manager

Dee Yeh has 11 years of experience providing project support in both publicly and privately funded construction and design projects delivered through various methods. Dee produces, processes, and archives construction documents related to cost estimates, project progress, payroll management, change orders, RFIs and submittals.

KAREN BROWN-CASTRO | 100%

Assistant Construction Manager

Karen Brown-Castro's 37-year career includes project leadership for major educational facilities capital improvements, as well as project and construction management experience in light commercial properties and residential single-family and multi-family home renovation projects. She excels at program design and implementation, impact measurement and outcomes, compliance oversight, budget development and adherence, and building strong relationships. Karen's expertise includes administering and overseeing construction contracts and change orders, drafting designs, hiring subcontractors, pulling permits, meeting with city planning/design review/historic preservation on variance requests, meeting with building inspectors and supervising corrections as needed—all while maintaining budgets and schedules.

d. UNDERSTANDING OF NEED/ SCHEDULE OF DELIVERY

Ardurra understands that the City of Santa Ana is seeking professional construction management and inspection services to support the City in the timely and cost-efficient delivery of a variety of projects, reporting directly to the City's authorized representative. This contract is an initial three-year term with City option for two, one-year extension periods. According to the RFP, as-needed construction management efforts may include pre-construction tasks, managing construction so that the work complies with the contract documents, and supporting project closeout and the commissioning phase. Work will conform to requirements presented in the State's Construction Manual and the LAPM, as well as OCFCD encroachment permit and other agencies' regulatory permits. Types of projects may include street

rehabilitation; sewer improvements; storm drain improvements; bridge construction; new building construction; water service and pipelines; pump and motor improvements; irrigation and landscaping; site improvements; concrete sidewalk; system controls and instrumentation; streets and park lighting; parks and recreation facility improvements; mechanical system; electrical system; and traffic signal improvements.

Ardurra has experience with these types of projects and with various funding sources—from the local, state and federal levels. Our team understands public project delivery and has managed projects of all sizes and complexities using time-tested, customizable processes and procedures. Our approach is proactive, not reactive. This proactive philosophy will keep your project moving, your team engaged, and potential conflicts with the contractor to a minimum.

Our goal is to be a true partner with the City, and we share your commitment to maintaining Santa Ana's infrastructure and quality of life.

Ardurra accepts the scope of work included in Appendix Attachment 1 of the RFP. Below is our approach to critical elements of CM and inspection—delivering success through each phase of the project.

Contracts for Public Works Inspection: For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra Group, Inc. as the Prime Contractor specific to the awarded contract name and amount.

Community Workforce Agreement (CWA) Compliance: Ardurra understands that should the City require the consultant to utilize resources through the CWA for its inspection services needs, the consultant will be reimbursed for any resulting costs associated with its compliance with the CWA.

CONSTRUCTION MANAGEMENT SERVICES

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

Public Relations. The Ardurra team is empathetic to the motorists, pedestrians, cyclists, residents, and businesses that are affected by construction operations, and we will take a lead role to address public relations concerns. All inquiries and issues will be listened to and documented with accurate contact information for prompt follow-up. We are adept at mitigating impacts throughout the construction process and addressing issues expeditiously for

resolution in the field whenever feasible. Any issues that cannot be immediately addressed in the field will be communicated through appropriate protocols with recommendations for the most efficient resolution. Ardurra will expedite implementation of the solution that serves the project's best interests, as mutually determined with the City, contractor, and affected parties. We take a proactive approach to reach out to the public, resulting in the successful completion of public works improvement projects in close proximity to adjacent property owners. Strict adherence to allowable working hours, and noise and dust control requirements will be imperative to minimize impacts.

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

In addition to time-tested and efficient construction administration and project controls procedures, documents, and programs, Ardurra offers the web-based collaboration of **Procore**. Procore is a widely used cloud-based construction software that maximizes the efficiency of managing construction projects while connecting project participants to critical project documents and real-time project data.

Constructability Review of Bid Documents. Constructability reviews will be conducted as directed by the City. A punch list of comments and recommendations will be submitted to the City for consideration and implementation by the project architect/engineer. The CM team will review the plans for biddability and constructability and identify potential value engineering solutions, ambiguities, conflicts or omissions apparent during its review. The bid documents and technical specifications will also be reviewed for potential duplication and overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. Ardurra will also recommend key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project.

Material Price Escalation Issues for Construction. As the City has been experiencing, many of the most basic materials have had exponential cost accelerations due to lack of raw materials. Many contractors cannot get purchase orders from material suppliers since they cannot guarantee a cost for a period over 6 weeks. Our constructability reviews will explore this cost rise

to ensure a more realistic cost for any City project. A mitigation for this issue is the City can authorize appropriate adjustments to design, completion date, and payments to accommodate, or work around, these impediments. For projects that have not been awarded or started, Ardurra will assist the City with realistic expectations about current costs and the likelihood of increases and in which areas of the bid are at risk. Ardurra will assist the City to provide potential bidders with accurate and complete design information to enable bidders to prepare bids that minimize the likelihood of unpleasant surprises for the City. The City may want to consider price-adjustment clauses that would protect both parties from unanticipated swings in material prices. Such contract terms can enable the contractor to build in a smaller contingency in their bid. Price-adjustment clauses are now becoming industry standard, which includes contract document language that addresses price escalation but requires the contractor to provide more documentation as a part of their original bid. These clauses can be optional or mandatory but provide the City more flexibility and add another layer of protection against claims.

Integration and Implementation of Project Permit

Requirements. The Ardurra team has a keen understanding of how timely and clear incorporation of permit requirements can set up the project for success. Integration of critical mitigation and permit conditions into the plans and specifications prior to bid is essential to ensure marked bid pricing on permit conditions, minimizes the potential for budget and schedule impacts due to permit requirements, and optimizes relations with agencies having jurisdiction throughout the project implementation.

Pre-Construction Conference. Ardurra will coordinate and conduct the pre-construction meeting. This will include notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. The agenda and minutes typically include, but are not limited to, the following items: introductions of key personnel; safety; project overview, scope, schedule; Notice to Proceed; chain of communication; public relations; discussion of the baseline schedule; change order, submittal and RFI process; identify long lead and any substitution and/or equal items; inspection and testing – review call-out requirements and deputy/special and testing requirements; progress payment procedures; labor compliance; Community Workforce Agreement (CWA) requirements; and placement of signs.

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

- Periodic project team/stakeholder meetings will focus on the following: progress during the period; planned vs. actual schedule; current or unresolved problems; anticipated or pending change orders; impacts of problems or change orders on schedule and budget; discussion of new goals, planned vs. actual budget analysis; scheduled concurrent

with a weekly meeting to save time and cost; contractor's detailed four-week look-ahead schedule; progress and major decisions during the last week.

- Special meetings to discuss important/urgent issues or which require detailed discussion or review of plans and specifications

Safe Conditions. Ardurra will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the contractor in compliance with the contract documents and report such issues and corrective measures taken to the City. One of the most pervasive job hazards across all public works projects is construction adjacent to live traffic lanes. Ardurra inspectors are intimately familiar with monitoring and enforcing proper traffic controls per the WATCH handbook, MUTCD and/or project-specific traffic control/traffic handling/detour plans. Inspectors drive and/or walk the project limits at the start, during, and before leaving the site each day to monitor proper and/or necessary corrections to the required traffic control measures.

Project Controls. Office engineering duties will include attending meetings to take notes; preparing meeting minutes; updating the weekly statement of working days; tracking and logging all preliminary notices, stop notices, releases, correspondence, submittals and RFIs; quality control of inspection reports; prevailing wage inspection labor compliance/CWA administration; and change management documentation. Office engineers may also be asked to assist with the review and analysis of schedule updates, RFIs, submittals, and cost estimates.

Quality Assurance. Ardurra will implement the City's established Quality Assurance Plan (QAP). Ardurra will coordinate QA/QC activities daily and review activities as they happen to make sure that QA/QC procedures are followed and deficiencies resolved in a timely and efficient manner.

Testing and Observations. Ardurra will coordinate laboratory, job site, and offsite/source inspection and testing of construction materials and required observations per the QAP, construction documents, construction codes, and jurisdictional agencies. We will monitor testing services, track documentation, and record testing results. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. Ardurra will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

Materials and Workmanship. Ardurra CM staff will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector, or other authorized representative or regulatory authorities having jurisdiction.

Utility Coordination. Ardurra will assist the contractor in dealing with local utilities to coordinate and expedite temporary and permanent utility installations, utility relocations and utility access structure adjustments.

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

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

RFIs. Upon receipt, the CM team will log, distribute, and respond to each RFI as required. It is anticipated that most will be handled upon receipt. However, if the design engineer or City staff are required to answer questions, the project manager will coordinate a timely resolution. Ardurra will identify potential impacts to cost or time that may result due to issues identified in RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

Document Interpretation and Technical Assistance. Ardurra staff coordinates and expedites between the contractor, design team, and City staff to clarify any questions for interpretation of the construction documents. Timely, firm, and fair determinations will be processed to minimize cost and time impacts to the project.

Problems/Solutions. The Ardurra proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts, and recommended solutions. The CM team will quickly implement the alternative that best suits the interests of the project and the City. Ardurra

will effectively and expeditiously communicate with City staff, design consultants, and the contractor, as applicable, to identify conflicts, construction problems, and coordination issues, and will obtain the needed action and response to submittals, RFIs, and supplemental design documents.

Written Instructions. Ardurra will issue written instructions (via email, transmittal letter, field speed memo) to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.

Document Tracking System. Complete and current project files shall be kept at the job site, or at a location agreeable to the City, and shall always be available to the City. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFIs, field orders, change orders, claims inspection reports, and test reports. The Ardurra project controls process includes a detailed file indexing system for all project hard files. Ardurra has already developed customized forms, a reports database structure, and work breakdown structure well suited for typical public works projects. We will adapt our system to the specific needs of the project to monitor, track, and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule.

The table below illustrates the typical deliverables implemented on Ardurra CM projects.

Schedule Review/Control. Ardurra is intimately familiar with mainstream scheduling software utilized by the public works contracting industry, including, but not limited to, Primavera P3®, Suretrak® and Microsoft Project®. The Ardurra construction manager will review the baseline construction schedule, including activity sequences and duration, schedule of submittals, and schedule of delivery for products with long lead times. The CM team will evaluate the baseline project schedule for the following: consistency with the contract schedule (completion within the contract time); accurate start/completion dates, and other dates detailed in the contract; any impacts of weather and change orders; sufficient detail, including submittal process and procurement requirements; sequence of construction and correct schedule logic; identification of the critical path and project float.

The schedule will not be recommended for approval as the baseline until all discrepancies are resolved.

During the progress of construction, the Ardurra CM team will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings, and monitor and track corrections by the contractor to keep the project schedule on time. A 4-week look-ahead will be required from the contractor, updated weekly, and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If

TYPICAL DELIVERABLES

ITEM	METHOD	FREQUENCY
Correspondence	Outlook/Speed Memos/Formal Letters	Daily/Continuous/As Needed
Project Documentation	Procore	Daily/Continuous
Submittals	Procore	Daily, as required; 72-hour turnaround
RFIs	Procore	Daily, as required; 72-hour turnaround
Progress Payments	Excel	Measurements – Daily; Quantity Measurement Report – Monthly
Inspection Reports	Adobe Fillable Forms or Procore	Daily
Weekly Statements of Working Days	Excel	Weekly
SWPPP/BMP Compliance	Excel	Weekly
Public Relations Inquiries	Log – Excel	Daily, as required
Photos and Video	Procore/Explorer	Video Pre-Project, Photos Daily
Progress Reports	Word/Publisher	Monthly and as required
Project Contacts	Outlook	Daily
Project Calendar	Outlook	Daily
Meetings	Procore/Zoom	Weekly and as required

necessary, Ardurra will negotiate time extensions due to change orders or other delays.

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

Change Management. Ardurra will establish, implement, and coordinate systems for consideration, negotiation, processing, and implementation of change orders. Each issue, which is identified as a potential change to the design, scope, cost, or contract time will generate a uniquely numbered potential change order (PCO). The construction manager will determine whether a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, the construction manager will negotiate the scope and cost for the most efficient, cost and quality appropriate solution with the contractor and City. Any credits for work deleted because of the change will be required at this time as well. The construction manager will maintain a trend log, listing potential changes as identified, either formally or informally. This trend log shall be used such that potential change items are not overlooked or deferred until the end of the job. Ardurra will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the construction manager will prepare, log, and process change orders for full execution and administer their implementation. Once fully executed, the CM team will expedite and review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

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

Daily Extra Work Reports. The Ardurra CM team will verify and sign contractor's daily extra work reports documenting force account (time and materials) work. Ardurra will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Progress Payment Processing. A cost control system, based on the contractor's schedule of values, approved change orders and the contract amount shall be developed and implemented to monitor progress costs. Monthly cost reports will be submitted to the City as a component of the monthly progress report.

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

The Ardurra CM team will review the payment applications submitted by the contractor and determine whether the amount requested reflects the progress of the contractor's work and verify CWA compliance. Appropriate adjustments to each payment application will be required by the contractor. When the payment application is acceptable and all backup documentation is verified (certified payrolls, lien releases), Ardurra will prepare and forward to the City a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. The Ardurra team is experienced with evaluating complex pay applications. It is critical to the City's best interest that payment application review be performed accurately and prudently to maintain the prime and subcontractor incentives to perform on the projects.

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

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

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

Labor Compliance. Ardurra's labor compliance specialists work proactively and cooperatively with contractors to monitor and enforce the municipality's and funding agency's requirements. Our experts have a working knowledge of CWA requirements and labor compliance requirements on State DIR-controlled projects, as well as Federal Davis-Bacon controlled projects necessary to assist the City with ensuring compliance with project funding requirements. Items regularly reviewed and documented as part of these services include project signage and posting of proper notifications, apprentice request submissions, initial labor compliance documentation, DIR registration, weekly certified payroll submission, and labor compliance field interviews.

Plans, Specifications, and As-Builts. Ardurra will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. Ardurra CM staff keeps its own set of as-built plans that will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project, the final as-built plans are submitted to the City.

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

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

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

Post Construction Support. Ardurra can assist the City with resolution of post-construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner on a time-and-materials basis upon the City's request.

INSPECTION SERVICES

Daily Inspection. Inspection services will include, but are not limited to, the tasks listed below and will be performed daily.

- Review and familiarize contract documents.
- Participate in pre-construction meetings, other meetings, and conferences, as required.
- Be present at all times, including weekends (if necessary), when construction is in progress.
- Review and in conjunction with the City's project manager, enforce the contractor's proposed construction schedule.
- Monitor and document the contractor's compliance with plans, specifications, and referenced standards.
- Assist in the review of "submittals" required by the specifications.
- Assist with coordination between City's project manager, contractor, and any other entities that may be involved.
- Review contractor performance and expedite corrective measures for discrepancies as they occur.
- Coordinate surveys and staking, furnishing grades as necessary to the contractor, and check all structure-related surveys.
- Coordinate and provide assistance and direction to technicians performing material tests. Measure the work-in-place to verify quantities.
- Closely monitor testing results and require contractor to take corrective actions if results are unsatisfactory.
- Assist with public outreach. Document and respond to public inquiries, monitor, and document compliance with working hours, noise levels, and dust mitigation requirement.
- Review and make recommendations for the processing of payment requests.
- Assist with the consideration, negotiation, and processing of change orders.
- Conduct employee interviews in conformance with the Davis-Bacon Act and/or other funding agency requirements.

- Prepare daily inspection reports (daily activity report, weekly statement of working days) including photographs.
- Measure and track quantities of satisfactorily completed improvements.
- Monitor contractor's implementation of approved traffic control measures. Drive routes with active detours and/or lane closures daily to confirm or require correction in compliance with approved traffic control plans, WATCH Manual, Manual on Uniform Traffic Control Devices (MUTCD) and/or Caltrans Traffic Control Manual, as applicable.
- Review items requiring corrective action with the contractor and the City and develop punch list items and monitor corrections made.
- Issue field correction notices and respond to RFIs.
- Prepare redline set of as-built plans.
- Coordinate inspection activities with other jurisdictions, if applicable.
- Strictly enforce requirements for health and public safety on the project.
- Perform inspection for line and grade, earthwork, grading, excavation, backfilling of utility trenches, asphalt paving, concrete form work reinforcement, and other related work.
- Landscape architect review and approval of materials for all landscape features on the project (plant/tree selection, product submittal and sample reviews, irrigation installation inspection and coverage test, proper installation and plantings and maintenance).
- Maintain a redline set of as-built (record) information.
- Prepare project punch list at substantial completion and follow-up.

Traffic Management Coordination. Ardurra will oversee proper implementation of the traffic control plans by the contractor and require corrections and diligent maintenance when required. Ardurra will coordinate review of any traffic control plans required to address special situations and monitor the contractor's compliance with the Traffic Handling Plans, the MUTCD, or as otherwise provided for in the specifications and in accordance with Section 16.16 of the LAPM. Apparent conflicts with adjacent or nearby projects will be addressed and coordinated. The contractor will be required to clearly correlate traffic control phasing in the CPM schedule work breakdown structure. Traffic control will be a standard discussion and coordination item at weekly progress meetings.

Daily Construction Observation Reports. Ardurra and/or the deputy/specialty soils and materials inspectors will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction

activities, field problems, disputes or claims, resolutions of issues, and directions given to the contractor. Completed daily reports will be transmitted to the City on a weekly basis.

Photographs. Ardurra prepares and maintains an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction, and upon completion of the project.

Weekly Statement of Working Days. Ardurra will prepare a weekly statement of working days (WSWD), in conformance with documenting the construction progress, time of completion, delays and time extensions, and submit to the contractor and the City on a weekly basis. The WSWD is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Pre-Final Inspection. The construction manager and inspector will coordinate with appropriate project stakeholders, perform the final job walk, and prepare the punch list (deficiency list). Ardurra will coordinate, expedite, and observe completion of required corrections.

Final Inspection. Satisfactory completion of all punch list items is verified before Ardurra recommends processing of the Notice of Completion. Ardurra is noted for attention to detail. Not only have we excelled at closing out our own projects, but we have been requested to and successfully closed out problem city projects in which our services were not initially utilized.

Upon completion of the punch list and final sign off by all project stakeholders, Ardurra will make recommendation to the City regarding the contractor's final progress payment request and prepare the final progress payment report for submission to the City.

e. RELEVANT PROJECT EXPERIENCE

Our reputation for providing quality services has been confirmed by our ongoing relationships and extended on-call contracts with numerous agencies throughout the region. Our team's experience, together with our constant team communication and our quality control approach, has provided us with a solid track record of meeting schedules, effectively adapting to unforeseen challenges, and maintaining costs. Ardurra has successfully delivered hundreds of projects to numerous public agencies through our as-needed contracts—projects such as road widening, street resurfacing and rehabilitation, drainage improvements, traffic signals/safety enhancements, sidewalks, pedestrian accessibility improvements, water and sewer infrastructure, as well as facility and park improvements. Some example assignments similar to the City's RFP are highlighted below.

Capital Improvement Projects CM & Inspection Anaheim, CA

Client: City of Anaheim

Contact: Jake Hester, Water Engineering and Design Manager;
714.231.5625; jhester@anaheim.net

Brenda Medina, former Anaheim Construction Contract Administrator (currently with UC Irvine); 714.679.1231

Services: CM, Inspection, Contract Administration

Start: 03/2017 **Complete:** Ongoing **Project Value:** \$90M

Ardurra provides CM services to oversee completion of more than \$90 million in capital improvement projects involving telecommunications, structural, water/wastewater, and utility undergrounding. Challenges have included existing utility conflicts and the coordination with outside utility companies for their existing utilities as they relate to the project. Our proactive approach, constant communication including several meetings prior to construction help facilitate and expedite permit reviews and approvals, as well as schedule of work coordination. Some representative projects include:

- **Orangewood Avenue Improvements.** Contract administration and construction management for this multi-faceted road widening project on Orangewood Avenue from State College Boulevard to the Santa Ana River. This project spans a largely commercial area within proximity to several freeways and highways along the south entrance to Angel Stadium of Anaheim. This widening project consists of electrical undergrounding with telecommunication lines relocation, installation of new City of Anaheim and City of Orange water mainline, traffic signal improvements, and a new variable message board. Widening improvements include roadway widening and paving, sidewalks, slough walls, curbs and gutters, retaining/block/soundwalls, driveways, cross gutters and spandrels, drainage improvements, catch basins, WQMP BMP improvements, Disney Resort-Style hardscape and landscaping, irrigation improvements, and signing and striping.
- **Indiana Street Water Main Replacement.** Contract administration and construction management for one of the City's first design-build projects, which consisted of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.
- **Fire Station No. 5.** Contract administration and construction management for the \$5.4-million design-build construction of a 9,400-square-foot fire station on one acre. The station can house up to eight firefighters. Station design included parking, driveways, sidewalks, walls, fences, landscaping, water, sewer gas, telephone/cable and electrical utilities, transmissions lines and facilities. **Winner of 2018 BEST Award from the Southern California chapter of the American Public Works Association.**
- **Citywide Sanitary Sewer Improvement Program/ Projects, Group 6.** Contract administration and construction management for \$2-million project to build more than 4,200 linear feet of 24-inch, 18-inch, 15-inch and 10-inch vitrified clay pipe (VCP) sewer mainline. Project constructed 19 manholes, removing the existing mainline and manholes, rebuilding the street and installing new traffic loops, striping and pavement markers.
- **Underground Conversion Plan Projects.** Contract administration for three projects that are part of a City five-year program. The initiative is relocating overhead power and communications systems underground. The work is intended to improve aesthetics, replace antiquated equipment and enhance the reliability of the area's electrical system. Typical work includes undergrounding 69kV transmission and 12kV distribution systems, installing streetlights and service connections and demolishing overhead power, telephone and cable television lines.
- **La Palma Water Complex – Reservoir Rehabilitation and Pump Station Replacement.** Contract administration for \$9.3-million reservoir and pump station project. Managed demolition of 3-mg reservoir and pump station. Directed rehabilitation of 4-mg reservoir, construction of new pump station and abandonment of inactive well.
- **Rehabilitation of Pressure Regulating Stations (PRS) 30 and 31 and Relocation of PRS-32 and -43 and Construction of New PRS-73.** Contract administration and CM services for completion of various on-call water utilities projects for the Water Utilities Engineering group. The work consists of contract administration and construction management services for PRS 30, 31, 32, 43, and 73 project, and construction management services overseeing the closeout of the PR-58, M-2 and M-8 projects.
- **Gene Autry Way Widening.** Construction management for this \$6.8-million City of Anaheim project to widen and make significant related improvements to portions of the two arterials. The project, scheduled for 236 working days, is intended to make major strides in easing traffic congestion.

On-Call Public Works CM & Inspection

Long Beach, CA

Client: City of Long Beach

Contact: Eric O. Lopez, Public Works Director; 562.570.5690;

Eric.Lopez@longbeach.gov

Services: PM, CM, Inspection

Start: 08/2016 **Complete:** Ongoing **Project Value:** \$30M

Ardurra is providing the City with on-call CM and inspection services geared toward a wide range of public works projects, from street rehabilitation to storm drains. Example projects include:

- **Belmont Myrtha Pool Repairs, Phase 1 & 2.** CM services to oversee \$2.6M construction activities for the maintenance and repairs required to address deteriorated pool amenities and to ensure continued operation. Improvements for both phases include spalled and cracked deck concrete; exposed deck reinforcing steel; spalled and cracked concrete stair treads; corroded stair steel pans; corroded stair steel structural support; upgraded drainage system; removal and replacement of existing bleachers; removal and replacement of damaged concrete deck; and removal and replacement of existing corroded fencing.
- **3rd and Broadway Cycle Track.** The City of Long Beach has led Southern California in building innovative, bike-friendly roadways. Ardurra helped the City improve the safety and convenience of two existing protected bike lanes (called cycle tracks), each about one mile long, in Downtown Long Beach passing through the city's core. The area is home to dozens of businesses, restaurants, hotels, condos, homes, police station, churches, libraries, parking structures and new developments. Before this project, the cycle tracks ran along the left-hand sides of two busy one-way streets, 3rd Street and one block south, Broadway. Now, each cycle track will be moved to the right side of the road, where drivers anticipate seeing bicyclists. **ACEC California recognized this project with a 2020 Engineering Excellence Award.**
- **Daisy-Myrtle Bicycle Boulevard.** Managed construction of this 9.5-mile, north-south bikeway extending from downtown Long Beach to north Long Beach. This project, part of the City's Bicycle Master Plan, creates a safer way for cyclists to reach the Wrigley, Los Cerritos and Bixby Knolls neighborhoods. The Class 1 bike path bikeway runs along Daisy Avenue to the south and Myrtle Avenue to the north. **ACEC California recognized this project with a 2019 Engineering Excellence Award.**
- **Seaside Way Pedestrian Bridge.** Project and construction management and inspection services on this 605-foot-long pedestrian bridge spanning East Seaside Way. The bridge shortened the walk from the Long Beach Convention Center

walkway near Pine Avenue to the Long Beach Performing Arts Center. Beyond function, the bridge sports a breaking wave-inspired design and includes a deck, canopy of LED lights, seating and landscaping. **This project was awarded the 2017 APWA BEST Project Award for Traffic, Mobility and Beautification and the 2018 Engineering Excellence Award at the state and local levels by the ACEC.**

- **Drake Soccer Field Project.** CM for \$3.8M completion of two soccer fields, a basketball court, parkway with trail, parking lot, new lighting and landscaping. In addition to providing the community with a new recreational area, the project conserved energy and reduced waste by using a significant percentage of recycled construction materials, drought-tolerant landscaping and by separating and recycling at least 60% of all construction debris.
- **Rainbow Harbor Commercial Sewage EVAC System Replacement.** CM for \$700,000 replacement of 20-year sewage EVAC pump-out that serves the vessel operators at Rainbow Harbor. Oversaw such tasks as abandonment of the previous pump-out system, valve installation and hose replacement.
- **Beach Maintenance Clarifier Project.** CM & inspection for installation of a water recovery system that collects and treats wastewater overflow.

On-Call Construction Management/Engineering Support/Testing and Inspection Services

Cypress, CA

Client: City of Cypress

Contact: Nick Mangalakiri, City Engineer; 714.229.6729;

nmangkal@cypressca.org

Services: CM, Inspection, Engineering Support

Start: 06/2022 **Complete:** Ongoing **Project Value:** \$2.2M

Ardurra provides professional construction management/testing and inspection/engineering support services, on an "as-needed" basis for various CIP projects. Construction management services include construction management, pre-construction meetings, utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, interpretation of PSE, analysis of changed conditions, development of corrective actions, and negotiation of change orders. Testing and inspection services include construction inspection, QA/QC, GPS enabled site photography, field visits, pre-construction job walks, emergency and night inspections, material and laboratory testing, structural calculations, geotechnical investigations, potholing, exploratory investigations, and underground utility research.

- **Street Rehabilitation, Project 313.** Construction inspection, material testing, and project controls services to assist with the implementation of street rehabilitation improvements including slurry sealing of various streets within the City right-of-way. The scope of work for this project includes mobilization, surveying, traffic control, edge grind, crack sealing, remove and replace AC paving, removal of existing traffic striping and markers, Type I and II RPMS, replace traffic striping, markers, and other incidental items of work.
- **Oak Knoll South Parking Lot Seal Coat Project 332.** Construction inspection and project controls services for the rehabilitation of the entire parking lot surface, replacement of signs, and other incidental items of work.
- **Concrete Rehabilitation Project 293.** Construction inspection, materials testing and project controls services to assist with the implementation of the citywide concrete rehab improvements.
- **Arterial Rehabilitation, Project 316.** Full-time inspection services, project controls to assist our inspector in the field, and material testing.
- **Non-CIP Project Inspection Services.** Part-time and intermittent inspection services.

On-Call Construction Management/Engineering Support/Testing and Inspection Services Hawaiian Gardens, CA

Client: City of Hawaiian Gardens

Contact: Neema Ghanbari, Public Works Manager;
562.420.2641 ext. 206; nghanbari@hgcity.org

Services: Construction Management, Inspection

Start: 04/2023 **Complete:** Ongoing

Ardurra provides the City with public works inspection for citywide CIP construction projects. Work has included residential street rehabilitation and roofing projects, such as the following:

- **Residential Street Rehabilitation, Project 101.** Construction inspection for this project that consists of full roadway reconstruction of various streets in Hawaiian Gardens within the City right-of-way. The scope of work includes traffic control, protect in place various items; removal and construction of concrete sidewalk, curb and gutter, driveway approaches, curb ramps, parkway drain; 2" deep cold mill; furnish and place 6" thick crushed miscellaneous base (CMB), 2" ARHM overlay; adjust manhole and cover to finish grade, adjust water valve can and cover to finish grade; adjust water meter box and cover to finish; provide construction survey; install traffic signal loop detector, traffic striping, signing and marking.
- **C. Robert Lee Roof Replacement, Project 102.** Construction inspection for roof replacement improvements

that include removal and replacement of the existing roof, air ducts, rain gutters, and all other appurtenances, miscellaneous replacement of structural plywood, electrical disconnections/reconnections, and mechanical disconnections/reconnections.

On-Call CM & Inspection Services Ontario, CA

Client: City of Ontario

Contact: Bryan Lirley, PE, QSD, Assistant City Engineer;
909.395.2137; blirley@ontarioca.gov

Services: Construction Management, Inspection

Start: 07/2021 **Complete:** Ongoing **Project Value:** \$1.2M

Ardurra provides public works inspection for the City's annual pavement rehabilitation and slurry seal project as well as permit inspection. Work includes, but is not limited to, maintaining more than 1,200 lane miles of pavement within the city, rehabilitating existing street pavements, sidewalks, handicap ramps, curb and gutter, and related appurtenances; repairing or constructing storm drain improvements at various locations throughout the City; and providing engineering contract management and field services support for all construction work within the public right-of-way.

On-Call Municipal Engineering/Staff Augmentation Lake Forest, CA

Client: City of Lake Forest

Contact: Tom Wheeler, Director of Public Works/City Engineer;
949.461.3480; twheeler@lakeforestca.gov

Services: Project Management, Engineering, Staff Augmentation, Traffic Engineering, Flood Control, Inspection

Start: 06/2011 **Complete:** 06/2024 **Project Value:** \$16.7M

Ardurra is responsible for managing plan checking and inspection of various residential developments and the single-property development/remodels throughout the city. Tasks include short- and long-term CIP planning and budgeting, researching matters related to regulations and ordinances, funding options, assistance with the operating budget, and any other needs of the City. Deliverables are varied and include plan and reports for rough grading plans, precise grading plans, street and alley plans, storm drain plans, hydrology reports, hydraulic reports, street lighting plans, traffic signal plans, traffic control plans, landscape and irrigation plans, retaining and MSE wall plans, and water and sewer plans.

Work includes inspection for ADA ramps, street lighting installations, all encroachment permit projects, grading, storm drain, wet and dry utilities, curb and gutter projects, sidewalk projects and all restoration projects within an encroachment permit. Wet utility agencies include El Toro Water District, Irvine Ranch Water District, Santa Margarita Water District and Trabuco

Canyon Water District. Dry utility agencies include The Gas Company, AT&T and Cox.

Our team also provided inspection of the Baker Water Treatment project that involved working in conjunction with the Irvine Ranch Water District and installation of 36-inch CMCL pipe.

Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Cypress, CA

Client: City of Cypress

Contact: Nick Mangkalakiri, City Engineer; 714.765.5157; nmangkal@cypressca.org

Services: Construction Management, Inspection

Start: 2020 **Complete:** 01/2022 **Project Value:** \$4.7M

Ardurra performed biddability and constructability reviews and peer cost estimating services. The existing Police Department structure was an approximately 20,000-square-foot, single-story building with a partial basement. The City used a roof-stiffening system for seismic strengthening. The improvements entailed relocating interior walls and making lighting upgrades, ADA improvements and architectural enhancements. Each design submittal biddability/constructability review is a result in Ardurra's submittal of redlined plans and a punch list of comments and recommendations for the City's consideration and implementation with the project architect/engineer. Ardurra reviewed the plans for biddability and constructability and identified potential value engineering solutions, ambiguities, conflicts and/or omissions that became apparent during its review. The bid documents and technical specifications were reviewed for potential duplication/overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. Ardurra recommended key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project. Ardurra also provided construction management and inspection services to oversee the successful completion of construction activities associated with this project. The project included interior improvements, structural improvements, exterior improvements, and temporary/phased improvements.

This project was quite unique in that it required the temporary relocation of the entire Cypress Police Department during the construction phase. Temporary trailers and an existing senior center were used to provide temporary housing. Subsequent to approval of the initial project schedule, monthly updates were provided, and any deviations from the critical path were mitigated by modifying other parts of the schedule. All in all, even with the pandemic and the ensuing supply chain issues, the project was completed on time. **2022 Project Achievement Award, Construction Management Association of America, Southern California Chapter**

South Bay Regional Intermodal Transit Center Project Redondo Beach, CA

Client: City of Redondo Beach

Contact: Andrew Winje, City Engineer; 310.749.4000; Andrew.Winje@redondo.org

Services: Construction Management, Inspection

Start: 06/2020 **Complete:** 12/2022 **Project Value:** \$13.2M

Ardurra provided construction management and inspection along with other professional services required to undertake and successfully manage construction of this modern LEED Silver multimodal transportation facility. Phase one of the project included construction of a new Transit Center to replace the existing antiquated Transit Center, which now consists of a 2,900-square-foot building housing an operator lounge, private restrooms, passenger waiting area with public restrooms, and offices. Other improvements include a kiss-and-ride parking area, a 320-space upper-level parking lot, bicycle storage lockers, 12 new bus bays, signalized crosswalks, traffic signals, striping, as well as a TAP vending machine and CCTV security cameras. This project had some major unforeseen conditions affecting the grading, location of detention basin, and other underground utilities that were initially designed. We kept change orders at 15% in spite of increased scope as directed by the agency and major unforeseen conditions. Using a thorough schedule of values, we were able to control costs on this lump sum project. **The project received the 2023 project award for Transportation: Roads and Highways in the range of \$10M - \$50M from CMAA Southern California Chapter.**

Torrance Transit Regional Park-and-Ride Terminal Torrance, CA

Client: City of Torrance

Contact: Craig Bilezerian, PE, City Engineer; 310.618.3054; cbilezerian@torranceca.gov

Services: Construction Management, Inspection

Start: 10/2016 **Complete:** 06/2023 **Project Value:** \$22M

Ardurra provided construction management, inspection, and special/deputy inspection and testing services for this 15,000-SF regional terminal on 15 acres along Crenshaw Boulevard near the 405 Freeway. The hub for Torrance Transit, the City of Torrance's multi-line bus service, will connect the carrier's routes with those of other providers. The Torrance Transit Center is also anticipated to connect with the Metro Green Line as part of the Green Line Master Plan. The terminal was constructed to LEED Gold standards and will be served by eight bus bays. The transit center includes a passenger drop-off zone, layover space, and a parking lot with about 250 spaces. The project was constructed in two phases. Phase 1 focused on rough-grading the site and building the underground drainage system. Phase 2 included the buildings and parking lot, as well as circulation roads and utilities. Related

offsite improvements included construction of a cul-de-sac extension of 208th Street and widening of Crenshaw Boulevard for a new right turn pocket and traffic signal improvements. One of Ardurra's first tasks was a constructability review of the project's plans (273 sheets) and specifications. Ardurra assisted the City during the bid phase, coordinating responses to bidder questions, substitution requests and compiling and issuing bid addenda. Ardurra also assisted the City with evaluation of submitted bids, as well as addressing a bid protest and assisting with preparation for City Council award of the construction contract. Ardurra construction phase services included assisting the City with establishing an efficient web-based project administration portal, and coordinating with a multitude of project stakeholders. Project stakeholders include City Departments, utilities, adjacent property owners, contractors and subcontractors, as well as the project architect and subconsultants. Other tasks entailed performing schedule and budget reviews, processing/coordinating RFI responses, submittals and change management.

Signal Hill Dog Park

Signal Hill, CA

Client: City of Signal Hill

Contact: Kelli Tunnicliff, former Public Works Director (currently City of Lakewood Deputy Director of Public Works); 562.209.0037; ktunnicliff@lakewoodcity.org

Services: Construction Management

Start: 11/2017 **Complete:** 03/2018 **Project Value:** \$2M

Ardurra managed construction of a dog park for the enjoyment of the area's canine residents and their owners. Dog park features include new artificial turf, landscaping, a parking lot, and sidewalks. The park is enhanced with play mulch, crushed-granite walkways, seating, lighting, fencing, and drinking fountains. Throughout the project, Ardurra's construction manager worked closely with the City's inspector and public works director. As part of construction management services, Ardurra provided public outreach in the field, quality assurance of work performed, participated in progress meetings, and ensured safe conditions as well as compliance with plans and specifications.

Heritage Point Park & Stormwater Infiltration Project

Signal Hill, CA

Client: City of Signal Hill

Contact: Thomas Bekele, PE, Director of Public Works; 562.972.8516; tbekele@cityofsignalhill.org

Services: Construction Management

Start: 03/2021 **Complete:** 11/2022 **Project Value:** \$2.2M

Ardurra provided construction management services for this \$2.2 million park project. The project involved construction of a new public park and stormwater infiltration system to restore a barren brownfield area to provide much needed open space, wildlife

habitat, and environmental education opportunities. The project also provided enhancement of the City's trail network for outdoor recreation in an urbanized, industrial area. The passive new park and miscellaneous related work included grading, oil operations access roadway, a park entry monument and gate, stacked stone retaining walls, drainage and infiltration system, hardscape, decomposed granite walkways, passive park amenities, bollards and lighting, irrigation, trees and planting, dog valet station, and miscellaneous related work. Responsibilities included submittal and RFI reviews, conducting weekly progress meetings, change order management inclusive of merit determination and independent cost analysis and negotiation, payment applications, overseeing and coordination of inspection and subconsultant services for survey and geotechnical inspection.

Polliwog Park Lower Playground Replacement Project Manhattan Beach, CA

Client: City of Manhattan Beach

Contact: Katherine Doherty, PE, ENV SP, City Engineer; 310.802.5352; kdoherty@manhattanbeach.gov

Services: Construction Management, Inspection

Start: 10/2021 **Complete:** 05/2022 **Project Value:** \$2M

Ardurra provided CM and inspection services for this project that included the removal and replacement of play equipment and the play surface, as well as fencing surrounding the lower play area near the pond. The play structure was last replaced with modernized equipment in 2003, so the existing playground equipment and padded surface had become in a state of disrepair due to the extensive wear and tear of heavy use by the public over the last 18 years. And due to safety concerns, a substantial portion of the existing play equipment was placed off limits to users. In addition to revitalizing the play equipment and surface, the project also involved replacing portions of sidewalk between the play area and parking on Herrin Avenue and upgrading the existing accessible parking stalls on Herrin Avenue in compliance with current ADA standards. Ardurra worked diligently and closely with all shareholders to expedite the submittal, plan check, and approval of shop drawings and procurement of the shade sails in an effort to meet the contractual deadline for project completion.

Firestone Boulevard Regional Corridor Capacity Enhancements

South Gate, CA

Client: City of South Gate

Contact: Kenneth Tang, City Project Manager; 323.563.9574; ktang@sogate.org

Services: Inspection

Start: 01/2018 **Complete:** 08/2019 **Project Value:** \$20M

Ardurra conducted construction inspections for the City of South Gate's \$15-million overhaul of three segments of Firestone

Boulevard. The project significantly increased Firestone's traffic-handling capacity by adding a third lane in each direction. **This project received the APWA Project of the Year award.**

Firestone, a busy arterial in South Gate west of the I-710 Freeway and south of Lynwood, was suffering from traffic congestion, heavily worn pavement and lane markings that could be hard to see. Ardurra's full-time inspector monitored and proactively ensured the work complied with plans and specifications. Priorities included monitoring traffic control, stormwater plan implementation, and quality assurance. The project included repaving, concrete repair, and installing landscaped medians. Other upgrades included new ADA-compliant ramps and new traffic loops. Repaving entailed building a leveling course, then placing a rubberized hot mix asphalt cap. Plans called for restriping lane lines and illuminating crosswalks with small lights inset into the pavement. The project also included installing a new traffic signal at Firestone and San Miguel Avenue. In addition, traffic signals were synchronized to promote increased traffic flow. Traffic signal poles were installed at six intersections. The corridor's appearance and functionality were enhanced with new bus shelters, bike racks, trash receptacles, and concrete benches.

Ocean Place Development Construction Phase Plan Check/Inspection

Seal Beach, CA

Client: City of Seal Beach

Contact: Iris Lee, PE, Public Works Director/City Engineer;
562.431.2527 ext. 1322; ilee@sealbeachca.gov

Services: Plan Checking, Construction Inspection

Start: 09/2018 **Complete:** Ongoing **Project Value:** \$518,699

Ardurra is providing plan checking and inspection for grading and construction of the road and utility infrastructure that will support Ocean Place, a neighborhood of 30 luxury homes in an environmentally sensitive beachfront location. Services are focused on the grading and construction of street improvements, storm drains, domestic water and sanitary sewer lines. Of importance will be ensuring the use of stormwater management best practices and compliance with the terms of a State coastal development permit. The project will include a 6.5-acre public park to be turned over to the City by the developer.

EXPERIENCE WITH FUNDING REQUIREMENTS

Capital improvement projects are funded through a variety of sources. For example, some of the funding sources for Santa Ana's capital projects include General Fund – PWA Road Maintenance; Active Transportation Program; Refuse Maintenance; Federal Clean Water Enterprise; Cannabis – Public Benefit Fund; Cannabis – Library Youth Services; General Fund – PWA Sidewalk Service Enhancements; General Fund

– PWA Service Enhancements; SB 1 Road Maintenance and Rehabilitation Account; and Drainage Area Fee IV.

We are very familiar with various funding sources and their requirements. We work cooperatively with City subject matter expert consultants and contractors to monitor and document compliance with Section 3, Build America, Buy America, Davis-Bacon, DBE/UDBE, and CDBG funding requirements.

Ardurra has recently completed documentation required by Caltrans for federally funded projects for the Cities of Long Beach, Carson, Alhambra, Manhattan Beach, Torrance, Redondo Beach, and Lake Forest. Documentation prepared includes Exhibits for Notice of Contract Award (Exhibits 3-O, 15-B, 15-G, 15-L, 15-M, along with all appropriate bid documents and good faith effort report if necessary), Exhibits for Progress Payments (Exhibits 5-A, Attachment A, 5-J, 5-K, City Invoice, Invoice Summary Spreadsheet B-3, 15-M, 17-C, 17-F, and 17-O), and Exhibits for the Final Report (Exhibits 17-A through G).

Our team has worked on numerous federally funded projects over the years and has well-established and proven templates that have been used as examples by Caltrans. We have an excellent track record for delivering exception free federally funded project oversight reviews and federal audits. The team has a keen understanding of the Local Assistance Procedures Manual and Caltrans Oversight three review process. As a result, projects are delivered with well-organized and complete documentation that includes all of the requirements to ensure compliance with federal requirements such that reimbursements are processed in a timely manner.

f. REFERENCES

Our history of successfully delivering projects efficiently and within budget is the reason clients continually return to Ardurra. We are proud of our track record of providing quality services, to which our references listed below will attest.

Agency/Address	Contact/Associated Contract
Anaheim Public Utilities 201 S. Anaheim Blvd. Anaheim, CA 92807	Jake Hester, Water Engineering/Design Manager, jhester@anaheim.net <i>On-Call CIP CM Services</i>
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Nick Mangkalakiri, City Engineer, nmangkal@cypressca.org <i>On-Call City Engineering/CM/Testing & Inspection; Police Dept. Modernization</i>
City of Long Beach 333 W. Ocean Blvd. Long Beach, CA 90802	Eric O. Lopez, Public Works Director, Eric.Lopez@longbeach.gov <i>On-Call Public Works CM & Inspection</i>

2. SCOPE OF SERVICES AND SCHEDULE

Below is an example scope that contains potential phases of work. Section "d" of this proposal discusses our general approach to delivering these phases. A sample schedule is also provided below that illustrates managing project milestones, summary activities, permits, and submittals.

Pre-Bid Phase

- Provide a comprehensive biddability, constructability review of the plans and specifications.
- Review plans and prepare a probable cost of construction taking into account current construction costs.
- Assist the City with contractor pre-qualification process.

Bid Phase

- Monitor and document that all funding requirements are included in the bid documents.
- Establish public outreach plan.
- Assist the City with required bid advertising.
- Attend bid opening and prepare matrix reflecting bid results.
- Check references of apparent low bidder.

Pre-Construction Support

- Assist City in preparing agreement with selected contractor.
- Monitor and document that all documents for funding agencies have been signed.
- Schedule pre-construction meeting and prepare agenda.
- Review/approve schedule of values.
- Review/approve baseline schedule.

Design Phase

- Work closely with design-build team to clearly define the design intent, establish expectations, and implement milestone deadlines.
- Several design workshops (30%, 60%, and 90% complete) will be held to discuss any design alternatives and plan review comments, and address any concerns.
- Shop drawing review and procurement of long lead items as needed to adhere to the project schedule.
- Monitor budget and schedule for conformance to the plan and established milestones.

Construction Phase

- Provide CM/contract administration services.
- Implement web-based CMIS (Procore) for team collaboration and real-time access to project-related documents.
- Assign a team member specifically dedicated to monthly baseline construction schedule review as well as look-ahead schedule and report findings to all parties.
- Provide document controls to track ongoing project correspondence, RFIs, submittals and all project-related documents.
- Coordinate geotechnical and material testing services as required and file reports.
- Coordinate deputy inspection for required special inspection.
- Provide full-time inspection services to monitor daily progress and prepare daily inspection reports.
- Establish a comprehensive public outreach plan.
- (Optional) Deploy and maintain site web cameras for real-time monitoring of construction operations and progress.

Redondo Beach Transit Project - Schedule Update #06

RBTC - Update Layout_1

Activity ID

Activity Name

Original Duration

Actual Duration

Remaining Duration

Start

Finish

Actual Start

Actual Finish

Actl Pctl

2022

2023

17-Jan-22 12:28

Redondo Beach Transit Project - Schedule Update #06

Milestones

RBTIC010Notice to Proceed00005-Oct-20A05-Oct-20

RBTIC010Demo Permit Issued (Clearance on Abatement by Other Contractor hired by CR)00007-Oct-20A07-Oct-20

RBTIC050Phase 2 Completion - Kingsdale Ave Widening00022-May'22'-112

RBTIC020Substantial Completion (COR 02 + 30 CC) (COR 04 + 32 CC)00028-May'22'-118

RBTIC040Phase 1 Completion - Building and Site00028-May'22'-118

RBTIC030Contract Completion (COR 02 + 30 CC) (COR 04 + 32 CC)00027-Jun-'22'-118

Summary Activities

RBTIC010Site Demolition31124017-Oct-20A12-Feb-21A12-Oct-2012-Feb-21

RBTIC010Site Construction18939010907-Oct-20A19-Apr-2207-Dec-20-104

RBTIC020Building Construction2723537013-Jan-21A11-Mar-2213-Jan-21-142

RBTIC050Kingsdale Ave (Blackout Dates Nov 2nd through Jan 5th)6806816-Mar-2222-May-22-112

RBTIC040Closure2402429-May-2221-Jun-22-112

Permits

A1030Permit for Grading00011-Oct-20A11-Oct-20

A1000Permit for CMU Retaining Wall00011-Oct-20A11-Oct-20

A1040Permit for Demo00012-Oct-20A12-Oct-20

A1020Permit for Shoring00012-Oct-20A12-Oct-20

A1050Permit for Light Pole Bases00025-Oct-20A25-Oct-20

A1060Permit for Electrical Light Poles00025-Oct-20A25-Oct-20

A1010Permit for Building00018-Nov-20A18-Nov-20

Submittals

62.2600 - Shoring

RBTIC700Prepare & Submit - Shoring Design (62.2600)51005-Oct-20A05-Oct-20A05-Oct-2005-Oct-20

RBTIC710Review & Approve - Shoring Design (62.2600)141005-Oct-20A05-Oct-20A05-Oct-2005-Oct-20

RBTIC760Prepare & Submit - Shoring Design for Building and Safety RB (62.2600)51005-Oct-20A05-Oct-20A05-Oct-2005-Oct-20

RBTIC760Review & Approve - Shoring Design for Building and Safety RB (62.2600)78005-Oct-20A12-Oct-20A05-Oct-2012-Oct-20

64.3000 - Site Security

RBTIC3000Prepare & Submit - Limit Masonry (64.3000)3317001-Sep-20A17-Sep-20A01-Sep-2017-Sep-20

RBTIC3040Review & Approve - Limit Masonry (64.3000)1490017-Sep-20A25-Sep-20A17-Sep-2025-Sep-20

RBTIC3050Procure & Deliver - Limit Masonry (64.3000)15260004-Jan-21A29-Jan-21A04-Jan-2129-Jan-21

66.5000 - Metal Fabrications

RBTIC3060Prepare & Submit - Metal Fabrications (66.5000)35330005-Oct-20A09-Nov-20A05-Oct-2009-Nov-20

RBTIC3070Review & Approve - Metal Fabrications (66.5000)143370006-Nov-20A22-Mar-21A05-Nov-2022-Mar-21

RBTIC3080Procure & Deliver - Metal Fabrications (66.5000)20180023-Mar-21A06-Apr-21A23-Mar-2106-Apr-21

66.7000 - Decorative Metals

RBTIC3090Prepare & Submit - Decorative Metal (66.7000)60320005-Oct-20A05-Nov-20A05-Oct-2005-Nov-20

RBTIC3100Review & Markup - Decorative Metal (66.7000)14130005-Nov-20A17-Nov-20A05-Nov-2017-Nov-20

RBTIC3120Review & Resubmit - Decorative Metal (66.7000)5580018-Nov-20A14-Jan-21A18-Nov-2014-Jan-21

RBTIC3130Review & Resubmit - Decorative Metal (66.7000) BULLETIN 238 & 711460015-Jan-21A15-Mar-21A15-Jan-2115-Mar-21

RBTIC3140Review & Markup - Decorative Metal (66.7000) BULLETIN 238 & 711440031-Mar-21A18-May-21A31-Mar-2118-May-21

RBTIC3160Review & Resubmit - Decorative Metal (66.7000) BULLETIN 238 & 7110930019-May-21A19-Aug-21A19-May-2119-Aug-21

RBTIC3170Review & Approve - Decorative Metal (66.7000) BULLETIN 238 & 7114134120-Aug-21A01-Jan-22A20-Aug-21

RBTIC3110Procure & Deliver - Decorative Metal (66.7000) BULLETIN 238 & 71600022-Jan-2202-Mar-22

Actual Work

Remaining Work

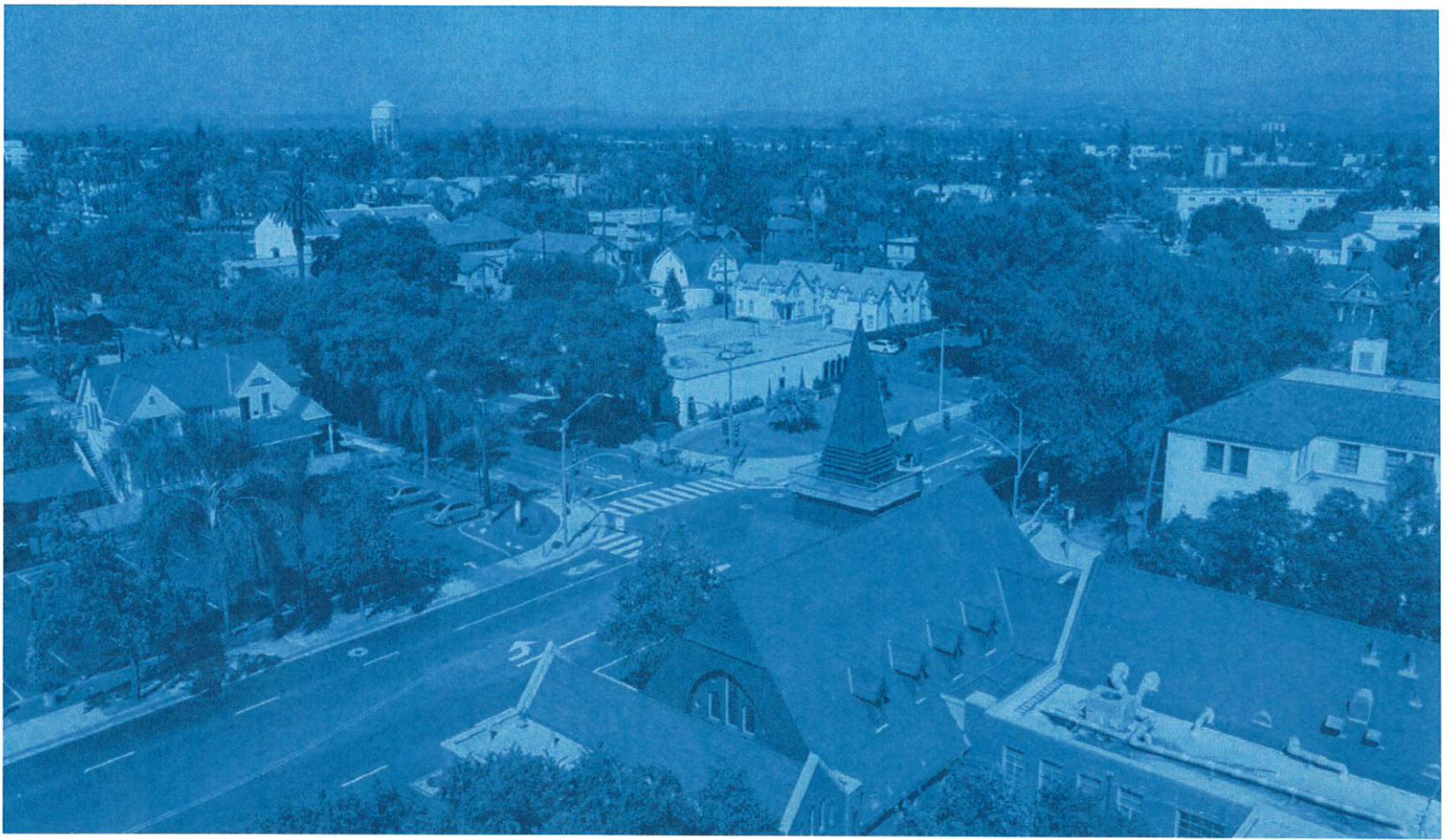
Critical Remaining Work

Summary

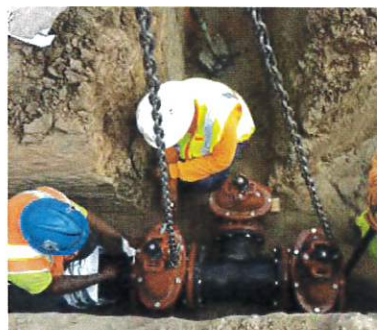
Page 1 of 14

Task Filter: All Activities

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APPENDIX A CERTIFICATIONS



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Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

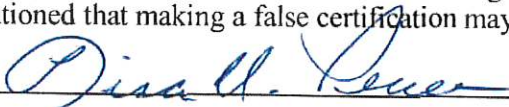
NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed



State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

See Attached Certificate

Notary Public Signature

Notary Public Seal

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

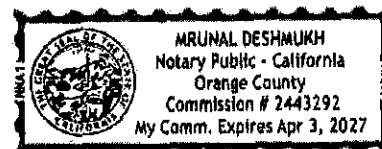
On 7/31/2023 before me, Mrunal Deshmukh, Notary Public
(insert name and title of the officer)

personally appeared Lisa Michelle Penna
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS


The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Ardurra Group, Inc.

Signed and Printed Name:  Lisa M. Penna

Title Vice President, Regional Director

Date August 8, 2023

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Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS


The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

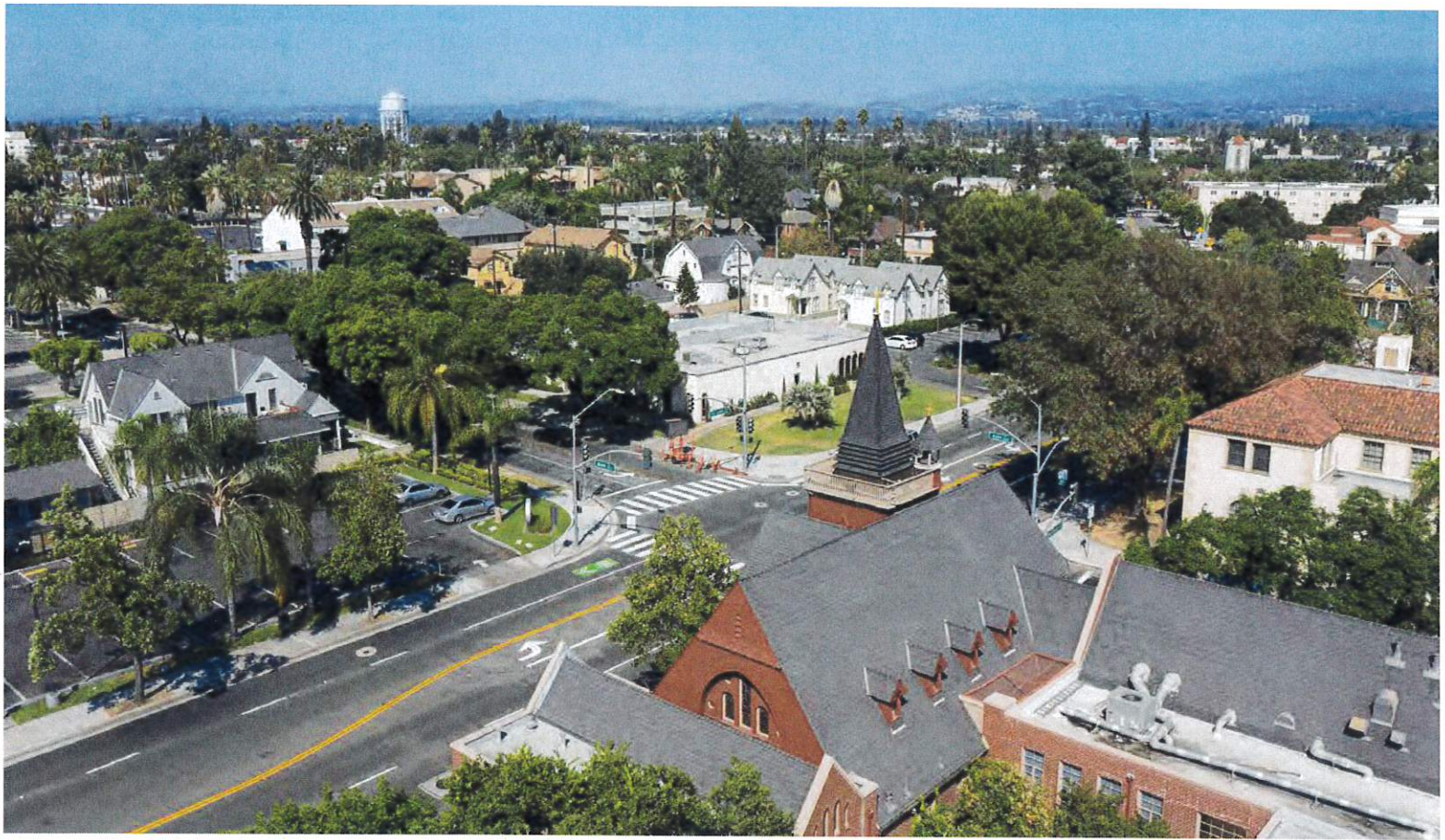
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:  Lisa M. Penna
Title: Vice President, Regional Director
Firm: Ardurra Group, Inc.
Date: August 8, 2023



3737 Birch Street, Suite 250 | Newport Beach, CA 92660 | 949.428.1500
1960 E. Grand Avenue, Suite 300 | El Segundo, CA 90245 | 310.359.1203

www.ardurra.com

EXHIBIT C

COMPENSATION

Consultant's Fee Proposal including hourly rates, if applicable



August 8, 2023

City of Santa Ana
Attn.: Edward Torres
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

**Subject: Fee Proposal to Provide On-Call Construction Management and Inspection Services,
RFP No. 23-122**

Dear Edward Torres and Selection Committee Members:

Enclosed is Ardurra Group, Inc.'s fee proposal for On-Call Construction Management and Inspection Services for the City of Santa Ana. Attached is a schedule of hourly rates for our team.

We look forward to serving the City of Santa Ana on this as-needed contract. Please feel free to contact Dino at 714.458.0703 or ddemilia@ardurra.com or Omar Alameddine at 949.533.3012 or oalameddine@ardurra.com if you have any questions or need additional information.

Respectfully submitted,

Dino D'Emilia, PE, F. ASCE, QSD
California Public Works Practice Director

Omar Alameddine
Project & Construction Management Group Leader


Ardurra Group, Inc. Standard Billing Rate Schedule

City of Santa Ana

On-Call Construction Management & Inspection Services

Effective through June 2024

Construction Management and Inspection Services	
Staff	Rate ¹
Principal	\$320
Principal Program Manager	\$280
Project Executive / QA/QC Manager	\$280
Sr. Program Manager	\$240
Program Manager	\$220
Principal Project Manager	\$280
Sr. Project Manager	\$250
Project Manager	\$220
Asst. Project Manager	\$175
Principal Construction Manager	\$280
Structures Representative	\$260
Sr. Construction Manager	\$250
Construction Manager	\$220
Asst. Construction Manager	\$175
Project Controls Engineer, Labor Compliance	\$160
Documents Control, Administration	\$130

Inspection				
	Regular Time	Overtime		
Staff	Rate ¹	Mon – Fri ²	Sat ²	Sunday/ Holiday
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) ^{3,5,6}	\$185	\$259	\$259	\$333
PE Licensed Inspector (Prevailing and Non-Prevailing Wage – Special Shift) ^{3,4,5,6}	\$190	\$266	\$266	\$342
Public Works Inspector (Prevailing Wage) ^{3,5,6}	\$175	\$245	\$245	\$315
Public Works Inspector (Prevailing Wage – Special Shift) ^{3,4,5,6}	\$180	\$252	\$252	\$324
Accessibility Expert / CASp Inspector ⁶	\$294	\$412	\$412	\$529
DSA / OSHPD Inspector of Record ⁶	\$205	\$287	\$287	\$369
Deputy Inspection (Prevailing Wage) ^{3,5,6}	\$146	\$204	\$204	\$263
NDT Testing (Prevailing Wage) ^{3,5,6}	\$175	\$245	\$245	\$315
Public Works Inspector (Non-Prevailing Wage) ⁵	\$155	\$217	\$217	\$279

Notes/Assumptions:

1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
2. Rate applies to the first four hours of overtime during the week and/or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.
3. Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination # SC-23-63-2-2023-1D Issued 2/22/2023.
4. A Special Shift is any shift that starts after 5:00 PM and before 6:00 AM.
5. The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
 - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
 - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
6. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

Web-Based Contract Administration: Selected/specified cloud-based service billed at cost plus fifteen percent (15%).

Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing

rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.655/mile). An allowance for extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the client unless specifically included in the contract or requested and approved by the client in writing prior to incurring the additional expense.

Fees for Subconsultant Services: Billed at actual cost, plus 15 percent (15%) to cover overhead and administration.

Escalation: This rate schedule is effective January 1, 2023 through June 30, 2024, except as noted above for Prevailing Wage covered classifications. Should the contract duration be extended beyond June 30, 2024, rates will be subject to prevailing wage increases as noted above, non-prevailing wage salary increases and overhead increases based on current Los Angeles-Riverside-Orange County Consumer Price Index to accommodate inflationary trends, salary adjustments and the general cost of doing business, as mutually agreeable to the parties and approved via contract amendment prior to implementing higher rates. In the event the contract is subject to delays that are beyond Ardurra's control, a request will be made to increase the billing rates to Ardurra's current standard rates and the client will use all reasonable effort to allow such billing rate increase.

Exclusions to Scope and Fee:

The following items are specifically excluded:

- Legal advice
- Surveying
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Materials, soils and/or hazardous materials testing or monitoring
- Construction labor, materials and/or equipment
- Copies of plans and specifications or other oversized drawings
- Additional services not specifically called for in the proposal
- Expert witness services
- Standby services





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Final Audit Report

2023-09-11

Created:	2023-09-11
By:	Emerson Frankston (EFrankston@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALGauXiuUA43Ffv90AJ-I-5E883cwEFZb

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-  Document created by Emerson Frankston (EFrankston@santa-ana.org)
2023-09-11 - 2:26:10 PM GMT
-  Document emailed to ddemilia@ardurra.com for signature
2023-09-11 - 2:27:28 PM GMT
-  Email viewed by ddemilia@ardurra.com
2023-09-11 - 3:19:22 PM GMT
-  Signer ddemilia@ardurra.com entered name at signing as Dino D'Emilia
2023-09-11 - 3:22:04 PM GMT
-  Document e-signed by Dino D'Emilia (ddemilia@ardurra.com)
Signature Date: 2023-09-11 - 3:22:06 PM GMT - Time Source: server
-  Agreement completed.
2023-09-11 - 3:22:06 PM GMT