

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
WILLDAN ENGINEERING 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 Willdan Engineering ("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:

Vanessa Munoz  
President and Director of Engineering  
Willdan Engineering  
2401 East Katella Avenue, Suite 300  
Anaheim, CA 928006-5909

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 WILL DAN ENGINEERING 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: Vanessa Munoz  
Title: *President*

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
NABIL SABA  
Executive Director  
Public Works Agency



## **EXHIBIT A**

### **SCOPE OF SERVICES**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**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





# CITY OF SANTA ANA



Proposal

## **On-Call Construction Management and Inspection Services**

RFP. No 23-122

August 8, 2023



# 1. Statement of Qualifications

## A. Cover Letter

August 8, 2023

City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza, M-36  
Santa Ana, CA 92701

**Subject: Statement of Qualifications for On-Call Construction Management and Inspection Services RFP No. 23-122**

The City of Santa Ana is seeking qualified firms to provide general Construction Management Services on an as-needed or on-call basis.

Willdan Engineering (Willdan) has the resources, staff, and experience to meet the City's needs. In addition to its team of resident engineers, construction managers, and construction inspectors based in Orange County, Willdan has assembled a team who are committed to providing top-quality services to the City of Santa Ana. We believe that we are highly qualified to undertake this assignment because of strong project management, experienced team, and our working knowledge of the City's policies and procedures.

As a municipal consulting firm, we are aware of the City's needs and desires in undertaking a project of this type. Willdan's personnel are experienced in working as an integral part of agency staff and, therefore, are familiar with county standards, guidelines, and procedures. This knowledge and experience will allow Willdan to be most responsive to your requirements. As a multidisciplinary firm, we have a full complement of resources under one roof to provide thorough and accurate design and project management.

Our firm's strengths include the following:

- **Local Knowledge.** Our proposed team members are highly familiar with the City's policies and procedures, Procore, funding sources, and state and federal guidelines and standards. This knowledge and experience enable us to quickly initiate projects and respond appropriately to City staff input and/or concerns. Willdan is providing construction management services in the nearby cities such as Tustin, Laguna Niguel, Newport Beach, Anaheim, Chino and Pomona.
- **Highly skilled Contract Manager.** Mr. Michael Bustos, ENV SP offers over 22 years of construction management and public works experience. Mr. Bustos is the current Project Manager for Willdan's City of Santa Ana On-Call contract.
- **Staffing Resources.** Our bench of licensed and technical experts consists of specialists in construction management, construction observation, water resources, highway and roadway engineering, drainage and flood control, structural engineering, traffic and transportation engineering, geotechnical engineering and materials testing/inspection, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, and other technical fields. The breadth and diversity of the firm's expertise means our construction management experts can draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets.
- **Turnkey Service.** Willdan offers the City of Santa Ana a construction management staff experienced in a broad range of capital improvement projects, including roadway rehabilitation, streetscape, safe routes to school, traffic signalization, and wet utility (storm drain and sanitary sewer) modification, rehabilitation, replacement, and new installation improvements.



For this proposal, the contact person who will be authorized to make representations for the Willdan team is Mr. Michael Bustos, Deputy Director of Construction Management and Inspection Services at the following address:

Willdan Engineering  
2401 East Katella Avenue, Suite 300, Anaheim, CA 92806  
Phone: (805) 279-6870 email: mbustos@willdan.com

Respectfully submitted,  
**WILLDAN ENGINEERING**



Vanessa Muñoz, PE, TE  
President and Director of Engineering



## B. Contract Agreement Statement

Willdan has read and understands the contract set forth by the City in Attachment 2, with the following exception concerning Section 8 “Indemnification”.

### 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.

## C. Firm and Team Experience

Willdan Engineering (Willdan), a California corporation since May 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Willdan infuses a corporate culture of *Customer-First* throughout our entire staffing resources and all services provided to our clients. *Looking out for our clients’ best interests is at the forefront of everything we do.*

Our services and in-house support disciplines encompass urban and regional planning; traffic, civil, structural, geotechnical, right-of-way, city, and special district engineering; program/construction management and inspection; plan, study, and report review; building safety; drainage and flood control; mapping; and other complementary services such as GIS, utility coordination and relocation, and landscape architecture. With this depth of experience, expertise, knowledge, and resources, Willdan offers comprehensive solutions that are timely, cost effective, and tailored to meet the needs of individual communities. *Our understanding of public agency challenges and needs is what makes Willdan unique.*



### Financial Strength

Willdan maintains a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering a continuously expanding range of municipal services. Willdan operates out of 51 offices located throughout the United States – including our four southern California office locations (Anaheim, Industry, San Bernardino, and Ventura) and over 1,500 employees.

Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found at [www.willdan.com](http://www.willdan.com). There are no pending conditions such as bankruptcy, pending litigation, planned office closure, impending merger, etc., that would impede Willdan's ability to complete the City's contract for Construction Management and Inspection Services.



### Corporate Mission and Philosophy

From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their jurisdiction. Unique to Willdan is our understanding of public agency needs and issues. Willdan's professionals often serve to extend our clients' staff in the capacity of city and traffic engineers, planning directors, building officials, and other public agency positions. Additionally, many provide the added value of having served in public agency management positions prior to joining Willdan.



To meet and, on many occasions, exceed the expectations of our clients, Willdan fosters and instills a corporate culture of *Customer-First* among our staff and in our day-to-day work environment. Looking out for the City's best interests is at the forefront of everything we do. Our customer-focused philosophy is particularly evident when dealing with complex situations and difficult challenges that are hard to resolve.

### City of Santa Ana Experience

Over the last three years, Willdan has staffed the City with temporary contract staff, including three full-time inspectors, a full time construction manager, seven technical aides/office engineers, and two administrative assistants. Additionally, Willdan has provided with project-specific services, including constructability review for Well 32 Rehabilitation, structural design and evaluation at the Santa Ana Zoo, and labor compliance services for the Saint Gertrude and Grand Avenue Water Main Project. We have also recently been awarded two separate City contracts for on call general engineering services.





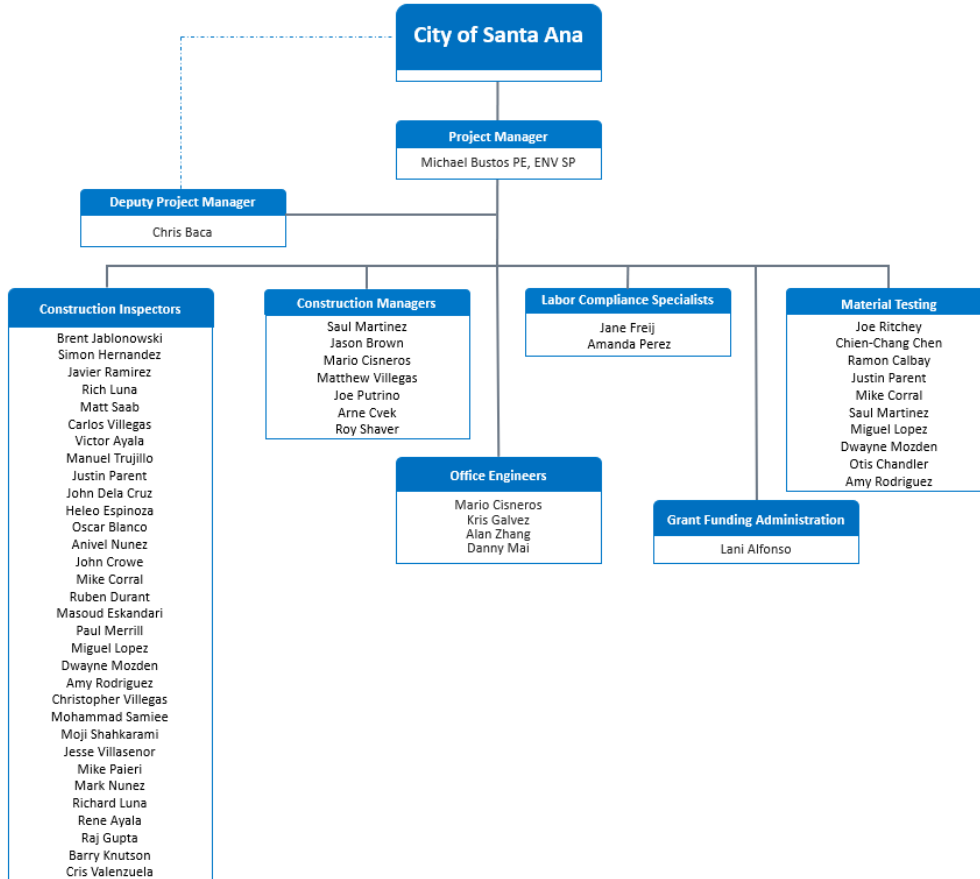
## Proposed Key Staff

Willdan offers the City of Santa Ana a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake construction management and inspection services for the City. Willdan understands that key personnel assigned on projects shall not be reassigned without prior written approval from the City.

Team / Title / Experience / Role	Credentials
<b>Mr. Michael Bustos, PE, ENV SP</b> <i>Deputy Director of Construction Management and Inspection</i> 22 Years' Experience <b>Project Role: Project Manager</b>	<ul style="list-style-type: none"> <li>BS, Civil Engineering, California Polytechnic State University, San Luis Obispo</li> <li>Caltrans Resident Engineer Academy</li> <li>Civil Engineer, California No. 73173</li> <li>Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696</li> </ul>
<b>Mr. Chris Baca, RCI</b> <i>Director of Construction Management and Inspection</i> 40 Years' Experience <b>Project Role: Deputy Project Manager</b>	<ul style="list-style-type: none"> <li>BS, Public Administration, California State University, Fullerton</li> <li>Public Works Inspection, California State University, Los Angeles Extension</li> <li>California, Division IV, Public Works, RCI No. 4161</li> <li>California, Division I, Engineering, RCI No. 5161</li> </ul>
<b>Mr. Saul Martinez</b> <i>Construction Manager</i> 25 Years' Experience <b>Project Role: Construction Manager</b>	<ul style="list-style-type: none"> <li>Engineer-in-Training, CA No. 112670</li> <li>Qualified SWPPP Practitioner (QSP)</li> <li>Certified Erosion, Sediment, &amp; Stormwater Inspector (CESSWI)</li> <li>Nuclear Density Gauge certified Caltrans Resident Engineer Academy</li> </ul>
<b>Mr. Brent Jablonowski</b> <i>Construction Inspector</i> 20 Years' Experience <b>Project Role: Construction Inspector</b>	<ul style="list-style-type: none"> <li>Construction Technologies/Inspection, Ventura County Community Colleges</li> <li>Certified Master of Special Inspections</li> <li>ACI Field Grade 1 Technician</li> <li>Uniform Building Code (UBC) Building Inspector</li> <li>Title 24 Masonry special inspector</li> <li>Division of the State Architect (DSA) Special Inspector</li> </ul>
<b>Mr. John Dela Cruz</b> <i>Construction Inspector</i> 42 Years' Experience <b>Project Role: Construction Inspector</b>	<ul style="list-style-type: none"> <li>Certified Erosion, Sediment and Storm Water Inspector (CESSWI), #4694</li> <li>Qualified Storm Water Practitioner (QSP), #25924</li> <li>AHERA Building Inspector #02121</li> <li>EPA/AHERA</li> </ul>
<b>Mr. Mario Cisneros</b> <i>Assistant Construction Manager</i> 8 Years' Experience <b>Project Role: Office Engineer</b>	<ul style="list-style-type: none"> <li>BS, Civil Engineering, California State University, Northridge</li> <li>Caltrans Resident Engineer Academy</li> <li>Traffic Control for Safer Work Zones Certification</li> </ul>
<b>Ms. Jane Freij</b> <i>Labor Compliance Manager</i> 30 Years' Experience <b>Project Role: Labor Compliance Manager</b>	<ul style="list-style-type: none"> <li>BA, Linguistics, University of Kansas</li> <li>Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles</li> </ul>
<b>Ms. Lani Alfonso, PE</b> <i>Principal Project Manager</i> 20 Years' Experience <b>Project Role: Grant Funding Administrator</b>	<ul style="list-style-type: none"> <li>BS, Civil Engineering</li> <li>Civil Engineer, California, No. 56397</li> </ul>



The organization chart below identifies the project roles for our team and illustrates the communication and reporting relationships among the team. Any changes in identified key personnel after the award of the agreement will be approved by the City in writing before the change is made. Willdan's proposed team is available to begin work as soon as possible after the selected firm receives the notice to proceed.



## Proposed Key Staff Resumes

Resumes for our proposed key staff are located in the attached Appendix. For any questions or clarifications, please contact our Project Manager, Michael Bustos at [mbustos@willdan.com](mailto:mbustos@willdan.com) or phone (805) 279-6870.

## D. Understanding of Need/Schedule of Delivery

Willdan understands that the City of Santa Ana may seek assistance on numerous types of projects under this on call construction management contract, such as 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, system controls and instrumentation, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.



Construction management services will include constructability reviews, bid analysis, staff reports, general contract administration submittal and RFI review and processing, constructability reviews, change order review, safety monitoring, progress payment review and processing, inspection, claims review and analysis, labor compliance, community workforce agreement compliance, project closeout, community outreach, and federal funding administration. Inspection efforts shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations (i.e. Caltrans, APWA, AWWA, City of Santa Ana, and County of Orange). Through Willdan's long history of providing these identical services to cities and counties throughout California, we have ascertained that success working under this type of on-call contract is dependent upon understanding a variety of elements such as:

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff is crucial
- Staff availability to work assignments as they develop is critical to moving projects forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract

At any given time, Willdan has over 200 on-call contracts where project assignments are issued by the public agency on an as-needed basis. The project scopes, schedules, and costs are negotiated and agreed upon prior to project award. Every month, Willdan reports the progress performance of each project. The scope of services requested vary from project to project and can include any combination of constructability reviews, bidding assistance, construction management, construction inspection, labor compliance, materials testing, utility and outside agency coordination, and project closeout.

### Project Management Goals

Willdan has had two primary objectives since our inception in 1964:

- Ensuring the success of our clients
- Enhancing their communities

Working steadily toward these goals we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction management and inspection team bring to each project. To these primary objectives, we add individual project-oriented goals that include:

- Ensuring Project Success – Provide City and contractor with constant input and feedback affecting projects
- Community Enhancement – Monitor project for conformance to City's high standards
- Impeccable Recordkeeping – Maintain construction files pursuant to City, Willdan, and Caltrans Local Assistance Procedures Manual

#### On-Call Experience Key Advantages

- Willdan's history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner
- Delivers the combination of experienced, hands-on skills and perspective that ensures the City receives high-quality service at reasonable and competitive cost
- Assures that, in selecting Willdan, clients benefit from the expertise, experience, and professionalism needed to be successful in delivering high-quality projects and services on time and within budget





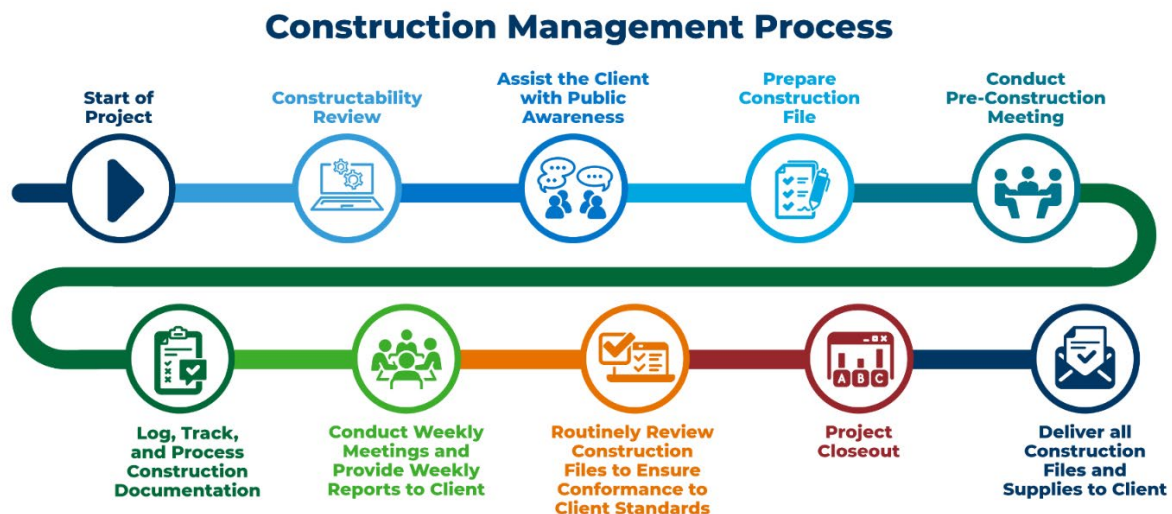
- Rigorous Budget Control – Provide biweekly construction budget updates to City Project Manager
- Maintain Schedule – Provide weekly schedule updates and ensure contractor complies with project schedule requirements
- Resident and Business Satisfaction – Provide initial project flyers and periodic updates to businesses and residents affected by the project; set up project hotline for high profile CIP projects that impact a significant number of citizens; ensure project is well maintained and project traffic controls are installed per project plans, CAMUTCD, and City requirements

## Project Approach

Willdan's approach to construction management starts with assigning the appropriate staff to fit the assignment's needs. For construction projects, the primary team members will include a construction manager and the project inspector. Our management team will work closely with the City's Project Manager to assign the most qualified individuals to each project. To achieve these goals, Willdan's approach to management and inspection of the City's construction projects includes:

- Thorough review of project specifications and plans
- Initial set-up of project-specific construction management files
- Identify and address key project issues prior to start of construction
- Agree on project-specific quality assurance program
- Identify and coordinate with outside utility agencies and/or permitting agencies impacted by the projects
- Arrange preconstruction meeting and process RFIs and submittals in a timely manner
- Maintain detailed project records and provide weekly/monthly reports
- Arrange weekly project meetings to review and address project issues
- Provide qualified inspectors to closely monitor contractor's work and progress
- Provide detailed inspection reports of developer/contractor's daily activities
- Promptly respond to resident and business complaints and questions
- Provide final project close-out documents conforming to City, Willdan, and other concerned parties

There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection of development, permitted, and capital improvement projects as outlined in our scope and in the diagram below:



Willdan adopted the Caltrans' Construction Manual as our in-house quality standard and have incorporated Caltrans' prescribed standards and procedures into our everyday inspection routine. This ensures we meet federal and state guidelines from the start. To supplement the Caltrans Construction Manual, we have also developed checklists as a means of quality control for our typical project field files, federally funded project documentation, BMP inspections, slurry seal inspections, ARHM paving inspections, water main inspections, and traffic signal inspections.

**Contractor Compliance:** Our staff has extensive experience with a myriad of public works projects and has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our team will ensure adequate subgrade compaction has been achieved. They will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete tickets will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be approved to place concrete until the work meets all City and other applicable standards. Willdan's team will monitor the contractor's operations for conformance with City compaction standards by working with the City's approved material testing lab and will not accept any trench backfill or allow any pavement repair until proper compaction is verified by the lab.



**Project Budgets:** Construction costs are proactively managed and tracked against available budgets by our Construction Managers. This starts with an initial quantity takeoff from the construction plans, utilizing Bluebeam Revu, serving as an independent audit of the project quantities as they correlate to the bid schedule quantities. Early identification of potential quantity busts and continual monitoring of quantities throughout construction is key to maintaining project costs within established budgets. Our team creates and maintains change order logs and final cost projection spreadsheets on a weekly basis to document and track all quantity adjustments, approved change orders, pending change orders, and potential change orders. The City's Project Manager is kept abreast of the project budget status throughout construction so that adjustments can be made to the scope of the project, or proper procedures can be followed to request additional funding, if needed to stay within the established contingencies. Willdan's team also focuses on quickly processing RFIs and change order requests and providing direction to the Contractor as needed to keep them moving and avoid costly delays.



**Scheduling:** The contractor's critical path method baseline schedule will be reviewed and accepted prior to issuance of a notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be required to be updated monthly to reflect actual and forecasted completions. This allows our construction managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. In instances where schedule delays are expected to occur, due to weather, approval requirements or information from an outside agency, material shortages, or other unanticipated factors, the City's Project Manager will be immediately notified of the potential project delay. Strategies will be developed and implemented to resolve project challenges and expedite the approval of the affected projects. As the Project Manager, Mr. Bustos will monitor all progress on a weekly basis.



**Cloud-Based Construction Management:** Willdan is experienced in utilizing cloud-based applications, such as Procore and Virtual Project Manager (VPM), to manage the paperwork and record keeping on CIP projects. Upon startup of a new construction project, Contractor RFIs and submittals are provided through the cloud-based application,



assigned to an appropriate team member, comments or responses are uploaded to the project site, and all parties are notified via email when the document is uploaded. The cloud-based application automatically creates and maintains logs to track the status of each submittal and RFI. Willdan's electronic project records are also maintained on the applications so that our clients have access to the project records in real time.

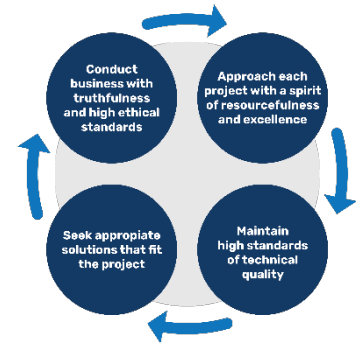
**Customer Service:** To meet and often exceed the expectations of our clients, Willdan fosters and instills a corporate culture of **Customer-First** among our staff and in our day-to-day work environment. Looking out for our customer's best interests is at the forefront of everything we do. Our customer-focused philosophy is particularly evident when dealing with complex situations and difficult to resolve challenges. Willdan's corporate goal is to exceed the City of Santa Ana's expectations.

### Specific Areas of Expertise

**In-House Services:** Willdan provides comprehensive in-house construction engineering services to our clients. We have successfully provided these services to California agencies for over 59 years.

**On-Call Contracts Expertise:** Willdan understands the unique aspects of working under an on-call contract. Resource needs to successfully accomplish assignments arising from on-call contracts vary greatly and our approach to on-call project delivery – developed over many years – enables us to successfully meet our clients' multi-faceted needs. Our approach to success working under on call contracts includes:

- Conducting business with truthfulness and high ethical standards
- Approaching each project with a spirit of resourcefulness and excellence
- Maintaining high ethical standards of technical quality
- Seeking appropriate solutions that fit each project



**Construction Management Expertise:** Willdan provides expertise in all areas of project management, resident engineering, construction management, constructability reviews, construction contract administration, public works observation, labor compliance, materials testing, grant funding administration and compliance, utility coordination, and community relations. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources.

Our resident engineers and construction managers offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity and high ethical standards with a spirit of resourcefulness, excellence, and a can-do attitude. These experienced team members identify and resolve discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public and the project are avoided. Our team strives to resolve issues at the lowest level possible, while keeping those at higher levels in the loop on the issues and methods of resolution.





**Construction Inspection Expertise:** Willdan has an extensive history of providing on-call construction inspection services to public agencies throughout California. We have broad expertise and experience with large and small public works improvement projects involving a myriad of construction improvements, such as street reconstruction and rehabilitation, roadway widening, pavement resurfacing, sewers, waterlines, drainage installations and repairs, detention and retention basin maintenance, utility relocations, traffic signal installations and modifications, street lighting, parks, slurry seals, and other related improvements. Our team provides inspection services for encroachment permit, land development, and capital improvement projects. Willdan currently provides on-call inspection services to the Cities of Santa Paula, Fillmore, Thousand Oaks, and County of Ventura, amongst a host of other Southern California agencies.

#### Construction Management



- Resident Engineering
- Constructability Review
- Public Outreach
- Bid Assistance
- Project Cost Controls and Scheduling
- Claims Review and Investigation
- Utility Coordination
- Submittal and RFI Coordination
- Grant Funding Administration

#### Construction Inspection



- Pre-Construction Conditions Documentation
- Field Inspection
- Detailed Reporting
- Material Sampling and Testing
- Construction Observation
- QSP, ACIA, and APWA Inspector Reviews
- Utility Coordination

#### Labor Compliance



- Compliance with all Applicable Federal, State, County, and Local Labor Laws
- Labor Compliance and Project Requirement Guidance at Preconstruction Meetings
- Contractor Support by Phone or Email
- Site Visits
- Payroll Reviews
- DIR Compliance Training

**Labor Compliance Expertise:** Willdan has provided Labor Compliance services for over 30 years. Our labor compliance staff have completed monitoring and enforcement assignments for public agencies throughout California. Willdan's Labor Compliance Management process has been perfected through continual reviews and updates. It maximizes efficiency and minimizes costs while optimizing client comfort. We provide contractor support by phone and email to insure a smooth process throughout the project. Our team can assist the City in compliance with applicable Federal, State, County, and local labor laws.

**Federally Funded Project Expertise:** Willdan's proposed team members have extensive experience handling complex public works projects, including those administered by Caltrans, whether state or federally funded. Willdan has detailed knowledge of the current Local Assistance Procedures Manual (LAPM) and can provide project management from the funding procurement stage through project close-out. Several of our construction management staff have completed the Caltrans Resident Engineer Academy. Our proposed team has participated in over 100 successful Caltrans audits and has success managing all types of specially funded projects.

## E. Relevant Project Experience

On-call engineering services are the center of Willdan's foundation – being the core of Willdan's founding in 1964. We have strengthened our services by incorporating former public agency staff who understand the importance and purpose of on-call contracts and are very familiar with the processes and procedures for such services. a condensed current list of public agencies that we have provided or are currently providing construction management and inspections services is provided below.



Municipal Agency	Dates of Service	Term of Contract
City of Bellflower	2015 – 2020	3 Years, Plus 2 Optional Years
City of Brea	2019 – Ongoing	3 Years, Plus 2 Optional Years
City of Burbank	2019 – Ongoing	3 Years, Plus 2 Optional Years
City of Davis	2019 – Ongoing	3 Years, Plus 2 Optional Years
City of Downey	2014 – Ongoing	3 Years, Plus 2 Optional Years (recently renewed)
City of Fillmore	2018 – Ongoing	3 Years, Plus 2 Optional Years
City of Grand Terrace	2018 – Ongoing	3 Years, Plus 2 Optional Years
City of Hayward	2016 – Ongoing	3 Years, Plus 2 Optional Years
City of Highland	2016 – Ongoing	3 Years, Plus 2 Optional Years (recently renewed)
City of Laguna Niguel	2018 – Ongoing	3 Years, Plus 2 Optional Years
City of Long Beach	2016 – Ongoing	3 Years, Plus 2 Optional Years
City of Newport Beach	2019 – Ongoing	3 Years, Plus 2 Optional Years
City of Palm Springs	2015 – Ongoing	3 Years, Plus 2 Optional Years
City of Pomona	2014 – Ongoing	3 Years, Plus 2 Optional Years (recently renewed)
City of Rancho Cordova	2019 – Ongoing	3 Years, Plus 2 Optional Years
City of Redlands	2018 – Ongoing	3 Years, Plus 2 Optional Years
City of Rialto	2018 – Ongoing	3 Years, Plus 2 Optional Years
City of Ridgecrest	2010 – Ongoing	3 Years
City of San Bernardino	2016 – Ongoing	Undefined term limit
City of Simi Valley	2013 – 2020	Undefined term limit
City of South Pasadena	2018 – Ongoing	3 Years, Plus 2 Optional Years
City of Tustin	2005 – Ongoing	3 Years, Plus 2 Optional Years
City of Ventura	2016	Undefined term limit (Yearly Renewal)

Within the past seven years, Willdan has completed task orders for over 200 on-call contracts. This relevant experience of our dedicated and available key personnel includes both federal and non-federal projects – making Willdan highly suited to provide the City with the requested services. Representative contracts are provided below. All pertinent client information, including contact information, has been included in the “References” section.

### On Call Multidisciplinary Engineering Services

**Client:** City of Brea

**Dates:** 2001- Present

#### Key Staff

- |                 |                |                |
|-----------------|----------------|----------------|
| ▪ Chris Baca    | ▪ Mike Corral  | ▪ Jane Freij   |
| ▪ Saul Martinez | ▪ Victor Ayala | ▪ Amanda Perez |

Willdan has provided on call engineering services to the City of Brea since 2019 and has partnered with the City of Brea often over the past 40 years across a variety of disciplines and services. Mr. Baca, our proposed Deputy Project Manager for the City of Santa Ana contract, served as Project Manager for each of these city projects. Representative construction management projects completed under this on call contract include Country Hills Water, Country Hills Phase II, South Brea Sewer Labor Compliance, Drainage Improvements Labor Compliance, Steele Labor Compliance, CIP 7914 Skate Park, CIP 7968 Inspection, 57 Freeway/Lambert, ADA Improvements Labor Compliance, Civic Center Cameras, CIP 7323 Moorpark Labor Compliance, CIP 7959 Brea Creek Golf Course Labor Compliance, Berry & Imperial Highway, Permit inspection, Alley Rehab 7319, 7320, & 7321, and Puente Waterline. Willdan provided construction management, inspection, and materials testing services for each of these projects.



## On Call Multidisciplinary Engineering Services

**Client:** City of Ridgecrest

**Dates:** 2010- Present

### Key Staff

- |                  |                    |                |
|------------------|--------------------|----------------|
| ▪ Mike Bustos    | ▪ Oscar Blanco     | ▪ Amanda Perez |
| ▪ Mario Cisneros | ▪ Matt Saab        | ▪ Jane Freij   |
| ▪ Anivel Nunez   | ▪ Chad Meelker     | ▪ Mike Corral  |
| ▪ Paul Merrill   | ▪ Masoud Eskandari |                |

Willdan has provided on call engineering services to the City of Ridgecrest since 2010. In that time, Willdan has completed over 75 projects for the City, providing a multitude of services, such as construction management and inspection, plan checking, design engineering, grant administration, labor compliance, city engineering, landscape architectural, surveying, GIS, environmental clearance, building and safety. We have provided these services to the City for projects funded with local, state, and federal funds. Representative construction management and inspection projects completed under this on-call contract include Downs Street Widening (STPL), West Ridgecrest Boulevard Reconstruction (RPSTPL), Ridgecrest Senior Center Tenant improvements (CDBG), Electric Vehicle Charging Stations and Solar Photovoltaic Improvements (CMAQ), Corporate Yard Site Improvements, New Bus Maintenance Garage and Shade Structure (Design/Build), ADA Transition Plan (CDBG), Sewer System Rehabilitation and Repair Program, Sewer GIS mapping, Walmart Supercenter Offsite Improvements, Richmond Road Bike Path, Bowman Channel Improvements, Dolphin Avenue Improvements (CMAQ), SSARP, Traffic Signal Installation for China Lake Boulevard at Bowman Road (HSIP), Citywide Telecommunications Installation Permit Inspection, Flashing Stop Signs and Adaptive Traffic Signals (HSIP), and Leroy Jackson Park (Clean CA). On many of these projects, Willdan provided turnkey services including design, environmental, bidding assistance, construction management, inspection, labor compliance, grant administration and materials testing. Mr. Bustos, our proposed Project Manager for the City of Santa Ana contract, served as Project Manager for each of these city projects.

## On Call Multidisciplinary Engineering Services

**Client:** City of Inglewood

**Dates:** 2006- Present

### Key Staff

- |                   |                    |                        |
|-------------------|--------------------|------------------------|
| ▪ Mike Bustos     | ▪ Manny Trujillo   | ▪ Victor Ayala         |
| ▪ Mario Cisneros  | ▪ Jason Brown      | ▪ Miguel Lopez         |
| ▪ Simon Hernandez | ▪ Matthew Villegas | ▪ Christopher Villegas |
| ▪ Matt Saab       | ▪ Carlos Villegas  | ▪ Masoud Eskandari     |

Willdan has provided on call engineering services to the City of Inglewood since 2011. In that time, Willdan has completed over 22 projects for the City, providing a multitude of services, such as construction management and inspection, plan checking, design engineering, landscape architectural, surveying, and GIS. Representative construction management and inspection projects completed under this on call contract include La Brea Avenue Reconstruction (DEMO4L), La Brea Avenue Realignment and Reconstruction (HPLUL), Annual Streets and Alleys Rehabilitation, Imperial Highway Improvements, Prairie Avenue Improvements, Van Ness Avenue Improvements, Inglewood Intermodal Transit/Park and Ride Facility, Service Center Yard Roofing Project, Intelligent Transportation System Gap Closure, Intelligent Transportation System Phases 5 & 6, Los Angeles World Airports Intelligent Transportation System, City Parking Lots Rehabilitation, La Brea and Hardy Traffic Signal Improvements, Century Boulevard Mobility Project Federal Funding Closeout Services, La Tijera Elementary School Improvements (SR2S), and Encroachment Permits Inspection. Mr. Bustos, our proposed Project Manager for the City of Santa Ana contract, served as Project Manager for each of these city projects.





**On Call Construction Management and Inspection Services****Client: City of Downey****Dates: 2018- Present****Key Staff**

▪ Mike Bustos	▪ Simon Hernandez	▪ Matt Saab
▪ Chris Baca	▪ Victor Ayala	▪ Otis Chandler
▪ Mario Cisneros	▪ Mike Corral	▪ Dwayne Mozden
▪ Heleo Espinoza	▪ Oscar Blanco	

Willdan has provided on call construction management and inspection services to the City of Downey since 2018 and has partnered with the City of Downey often over the past 25 years. Mr. Bustos, our proposed Project Manager for the City of Santa Ana contract, served as Project Manager for each of these city projects. Representative construction management and inspection projects completed under this on call contract include Woodruff Ave Water System Improvements, Firestone Blvd and Paramount Blvd Intersection Improvements, Samoline Ave and Melva St Water System Improvements, Third St Water System Improvements, Lakewood Blvd Improvements Phase 3C, Lakewood Blvd at Firestone Blvd Water System Improvements, Solar Panel Installations at Multiple City Facilities, Old River School Rd Rehabilitation, Miscellaneous Sewer Repairs, Wilderness Park Sewer Repairs, 4<sup>th</sup> St Water System Improvements, 5<sup>th</sup> St Water System Improvements, and Stamps Rd Water System Improvements. Willdan provided construction inspection and materials testing services for each of these projects and construction management for most of these projects.

**F. References**

<b>Public Agency:</b>	<b>City of Ridgecrest</b>
Address:	100 West California Avenue, Ridgecrest, CA 93555
<b>Contact:</b>	<b>Travis Reed, City Engineering/Public Works Director</b>
Phone/Email:	(661) 478-1965, <a href="mailto:treed@ridgecrest-ca.gov">treed@ridgecrest-ca.gov</a>
<b>Public Agency:</b>	<b>City of Inglewood</b>
Address:	One Manchester Boulevard, Inglewood, CA 90301
<b>Contact:</b>	<b>Peter Puglese, City Traffic Engineer</b>
Phone/Email:	(908) 578-4226, <a href="mailto:ppuglese@cityofinglewood.org">ppuglese@cityofinglewood.org</a>
<b>Public Agency:</b>	<b>City of Brea</b>
Address:	One Civic Center Circle, Brea, CA 92821
Contact:	Michael Ho, Director of Public Works/City Engineer
Phone/Email:	(562) 570-6383, <a href="mailto:michaelh@ci.brea.ca.us">michaelh@ci.brea.ca.us</a>
<b>Public Agency:</b>	<b>City of Downey</b>
Address:	One Civic Center Circle, Brea, CA 92821
Contact:	Lorena Powell, Senior Civil Engineer
Phone/Email:	(562) 904-7110, <a href="mailto:lpowell@downeyca.org">lpowell@downeyca.org</a>

**2. Scope of Services and Schedule**

Willdan understands the City's Scope of Services to include the following.

**1. Resident Engineer/Administrator**

- The PM will represent the City Construction Manager in the field.
- Monitor materials documentation and testing results and enforce corrections.
- Routinely review construction files to ensure conformance to City standards and good construction management practices.
- Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.

**2. Bid Analysis**

- a. Prior to the start of the project, the PM will 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.
- b. Review and respond to RFIs and questions that may arise during the advertisement process.
- c. Prepare and issue addenda during the advertisement period (up to 2).
- d. Attend and conduct pre-bid meeting.
- e. Prepare pre-bid meeting minutes and publish as an addendum.
- f. Review the three lowest bids.
- g. Verify eligibility of the apparent low bidder and its subcontractors to receive contract awards by confirming current, active license status with the State of California Contractors License Board and non-appearance on the Federal List of Parties Excluded (debarment list).
- h. Check references of lowest, responsive bidder.
- i. Document any irregularities in the bids.
- j. Verify the low bidder's qualifications.
- k. Prepare the bid summary.
- l. Prepare a recommendation of contract award.

### 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.
- c. Record the progress of the project. Submit written daily and progress reports to the City. 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.
- 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. Willdan will 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.
- h. Closely review schedule and advise contractor to take action on schedule slippage.
- i. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
- j. Prepare weekly statement of working days and submit to contractor and City.
- k. Establish and conduct weekly construction progress meetings.
- l. Prepare agendas and minutes for weekly construction progress meetings.

### 5. Submittal/RFI Review & Processing



- a. The PM will be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals. Willdan will transmit the Submittals to City staffing for review and approval and will establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- b. Determine the workflow on PROCORE for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.
- c. Using the City's current Procore program, Willdan's Construction Managers will log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, construction schedule, and detailed traffic control plan.
- d. Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, and CCO logs.

## 6. Constructability Review

- a. The individuals assigned as Project Manager, Inspector and Contract Administrator, will not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and will 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 will be called to the attention of the City's Construction Manager and clarified prior to start of construction.
- b. Conduct a review of the plans and specifications, including analysis of quantities and costs, check of construction phasing, and full analysis of the contractor's schedule.
- c. Identify the elements of construction that could be substituted with more efficient materials and associated methods.
- d. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
- e. Once a set of recommended corrections is developed, verify that time constraints do not impact implementation.
- f. Prepare a report of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.

## 7. Change Order Review

- a. Willdan will conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. We will 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. We will 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.
- b. Perform quantity, time, and cost analyses required for negotiation of contract changes.
- c. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
- d. Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.

## 8. Safety

- a. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.
- b. Review contractor's safety program in consultation with City staff.
- c. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.



## 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.
- d. Review for approval contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through City's Project Manager.

## 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. Verify that contractor conforms to design survey line and grades.
- d. Provide as-needed construction inspection of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
- e. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices).
- f. Conduct daily measurements of quantities of work with contractor.
- g. Review actual contractor performance throughout day and discuss discrepancies with contractor as they occur.
- h. Evaluate contractor's operation and production with respect to quality and progress and report to the construction manager.
- i. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
- j. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
- k. Prepare and maintain detailed daily diary inspector reports on construction progress.
- l. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
- m. Provide complete measurements and calculations documented to administer progress payments.
- n. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)

## 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. Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.
- d. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
- e. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
- f. Analyze delays and review claims on timely basis; make recommendations to City.

## 12. Prevailing Wage/Labor Compliance

- a. Willdan will monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.
- b. Willdan will verify that all trade personnel listed in the daily log are also listed in the certified payroll and will 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.
- d. Verify applicable wage determination; document verification as required. If wage determination has changed from what appears in project specifications, provide addendum for dissemination to plan holders.
- e. Verify that the Public Works Contract Award Information (DAS-140) and Request for Dispatch of an Apprentice (DAS-142) forms are submitted to local apprenticeship councils by all contractors, as appropriate.
- f. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis.
- g. Verify with State Division of Apprenticeship Standards that any worker listed on the certified payroll who receives less than the published hourly journeyman rate is registered in an approved apprenticeship program and is in possession of a formal certification.
- h. Verify that any payroll deductions are acceptable under State prevailing wage law.
- i. Verify that payroll data is submitted to the Department of Industrial Relations (DIR) online Compliance Monitoring Unit (CMU) under the correct DIR project number.
- j. Verify the payment of the training contribution, as necessary.
- k. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- l. Calculate any applicable underpayments due; obtain restitution payroll(s) plus proof of worker payment(s), as needed.
- m. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- n. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
- o. Maintain content and format of labor compliance file in conformance with applicable government requirements.

## 13. CWA Compliance

- a. Willdan will monitor and enforce the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification will 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 will 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. Willdan will 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. Willdan will provide a close out report outlining any obstacles, violations, services performed, and final percentages achieved by the workforce as part of the CWA.
- c. Willdan will 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.
- d. Prepare punch list at substantial completion and follow up on correction progress.
- e. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
- f. Prepare documentation for final payment to contractor.
- g. Upon project completion, provide finished set of project workbooks to City.
- h. Ensure City receives as-built set of drawings at completion.
- i. Assist City with stop notices and release of retention.
- j. Provide memorandum of clearance to issue notice of completion.
- k. Finalize and deliver all construction files and supplies to City for their records.

#### 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.
- c. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering public's questions about project.
- d. Ensure contractor distributes public construction notices and places construction and information signs.
- e. Prepare and distribute informational flyers to residents and business owners within the project area prior to, at 50 percent, and near project
- f. Setup a 24-hour telephone number to receive complaints. Respond to complaints within 24 hours and notify the City within that time of said resolution.
- g. Hold informational meetings with area residents and business owners to include two meetings prior to construction and one meeting during construction.
- h. Maintain a log of telephone calls documenting complaints received and actions taken to resolve the complaint; provide the City a weekly summary sheet documenting complaints/comments filed along with the action taken and resolution selected.
- i. Ensure maintenance of detours and access to businesses and resolve any issues arising from detours.

#### 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

### Award Package

- a. Prepare the award package following the award of the construction contract and receiving the following items from the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, proof of advertisement, and executed Program Supplement Agreement.
- b. Prepare LAPM Exhibits 15-C Local Agency Project Advertising Checklist and 15-I Local Agency Bid Opening Checklist for the project file, 15-L Local Agency Contract Award Checklist, 15-M Detail Estimate and Summary, 15-N Finance Letter, 15-B Resident Engineer's Construction Contract Administration Checklist based on the awarded bid, and 3-A Project Authorization/Adjustment Request if making an adjustment to the Finance Letter.
- c. Submit package to the Caltrans DLAE within 60 days of award along with the following items provided by the City: as-advertised plans and specifications, LAPM Exhibits 15-G Local Agency Bidder DBE Commitment (Construction Contracts), 15-H Good Faith Effort, and 9-E Evaluation of Good Faith Effort Memo.

### Progress Invoicing

- a. Prepare progress invoices at least every 6 months.
- b. Monitor the Inactive Obligations List on the Caltrans Local Assistance website and notify City staff of any pending deadlines to submit invoices.
- c. Prepare LAPM Exhibit 5-A Local Agency Invoice based on the following items provided by the City: LAPM Exhibits 10-C Consultant Contract Reviewers Checklist, 10-O1 Consultant Proposal DBE Commitment, 10-O2 Consultant Contract DBE Commitment, contractor progress payments, consultant invoices and cancelled checks, and a copy of 15-L Local Agency Contract Award Checklist (first construction invoice only).
- d. Submit package to the Caltrans DLAE.

### Final Invoice & Final Report of Expenditures

- a. Prepare a request for post-award finance letter adjustment, if needed, based on the final construction and consultant costs prior to submitting the Final Invoice package to close out the project. and submit to the Caltrans DLAE LAPM Exhibits 3-A Project Authorization/Adjustment Request, 15-M Detail Estimate and Summary, and 17-E Change Order Summary.
- b. Prepare LAPM Exhibits 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist, 17-C Local Agency Final Inspection Form, 17-G Materials Certificate, 5-A Local Agency Invoice, 15-M Final Detail Estimate and Summary, and 17-E Change Order Summary along with the following items to be provided by the City: LAPM Exhibits 17-F Final Report - Utilization of DBE, First Tier Subcontractors and 17-O DBE Certification Status Change, final consultant invoices, contractor progress payments, final retention payment, and copies of cancelled checks.
- c. Submit package to the Caltrans DLAE.

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.

## 3. Fee Proposal

As requested by the City, the Fee Proposal has been submitted in a separate sealed envelope.



## 4. Certifications

**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 LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 4 day of AUG, 2023 by Vanessa MAWAZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Notary Public Signature

Notary Public 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 Willdan Engineering  
Signed and Printed Name: Longway, Vanessa Munoz  
Title President  
Date 8/4/23



# 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 LOS ANGELES

On 8-4-23 before me, M. CAMERO NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared Vanessa Munoz,  
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 M. Camero (Seal)



**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:

[Signature]

Title:

President

Firm:

Willdan Engineering

Date:

8/4/23







2401 E. Katella Avenue, Suite 300  
Anaheim, CA 92806

714.940.6300 | 800.424.9144 | Fax: 714.940.4920

[www.willdan.com](http://www.willdan.com)

## **EXHIBIT C**

### **COMPENSATION**

Consultant's Fee Proposal including hourly rates, if applicable

# Schedule of Hourly Rates

*Effective July 1, 2023 to June 30, 2024*

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

\*\* For Non-Prevailing Wage Project      \*\*\* For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

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