Council Meeting of
June 19, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Award agreement for inspection services for construction of the Torrance Centennial Plaza. Expenditure: $12,000.00

RECOMMENDATION

Recommendation of the Public Works Director that the City Council award a one year consulting services agreement in the amount of $12,000.00 to Anderson Penna Partners to provide part time construction inspection services for the construction of the Torrance Centennial Plaza, FEAP #739.

Funding

Funding is available from the Torrance Centennial Plaza, FEAP 739.

BACKGROUND AND ANALYSIS

The Torrance Centennial Plaza will be set in the historic downtown El Prado Park. This beautifully designed plaza will include a time capsule containing items that reflect life in Torrance and is set to be reopened during the bicentennial year, 2112. The plaza will visually reflect the historic Southern Pacific Railroad Bridge and include new landscaping, concrete benches and commemorative personalized bricks. Construction of the Plaza is on schedule for completion prior to the September 16, 2012 dedication ceremony.

Construction of the project requires inspection for approximately 40 working days. Currently, the City's public works inspection staff workload and schedule requires that contract construction inspection services be obtained for this project.

In accordance with City policy, staff requested quotes from firms qualified to provide construction inspection. Firms that responded were: Anderson Penna Partners, Inc., Onward Engineering, Inc., and CivilSource, Inc. The following table reflects the quoted fees.

Company Name	**Fee**
Anderson Penna Partners, Inc	$68/hr
Onward Engineering, Inc.	$75/hr
CivilSource, Inc.	$79/hr

Anderson Penna Partners provided the lowest fee of $68 per hour, which will provide the most hours of inspection with the available budget.

Various inspection contracts with Anderson Penna total over $40,000.00 which is the reason for including this item for approval.

It is anticipated that construction for the Torrance Centennial Plaza will begin in June 2012 and be completed by September 2012.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By: Lea Reis
Project Manager

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachment : A: Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of June 19, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and AndersonPenna Partners, Inc., a California corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to inspect the construction of the Torrance Centennial Plaza, FEAP 739.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 4, 2013.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $12,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Dino D'Emilia, PE, Vice President Construction Services

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	AndersonPenna Partners, Inc. 20280 Acacia Street, Ste. 100 Newport Beach, CA 92660 Tel: 949-428-1500 Fax: 949-258-5053
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

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

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,
a municipal corporation

By: _____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

AndersonPenna Partners, Inc.
a California corporation

By:_____
Dino D'Emilia, PE
Vice President, Construction Services

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

Part-time inspection of Torrance Centennial Plaza Construction. Inspector will participate in the following duties:

- **Attend and participate in pre-construction conference**
- **Construction observation**
- **Verify and document adherence to the plans and specifications**
- **Measure and verify work completed and assist with the processing of project pay applications**
- **Monitor and expedite corrective measures and document proper implementation of Traffic Controls and Storm Water Pollution Prevention Best Management Practices**
- **Provide Daily Inspection Reports (for days inspector is utilized at City Staff direction)**
- **Prepare, expedite and document completion of a punch list**
- **Review and coordinate as-built plans, Operations & Maintenance Manuals, Warranties**
- **Expedite Project Closeout**

The Scope of Services listed above is limited to the time and budget available, and shall only apply to the portions of the project that CONSULTANT is able to view and address during part-time utilization as directed by City Staff.

EXHIBIT B

COMPENSATION SCHEDULE

See attached Anderson Penna Partners Proposal

ANDERSON·PENNA

• PARTNERS IN PROJECT DELIVERY •

May 15, 2012

Lea Reis, Associate Engineer
Public Works Department
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503
Via email: Lreis@TorranceCA.Gov

Subject: *Revised* Proposal to Provide Inspection Services for Construction of Centennial Plaza

Dear Ms. Reis:

AndersonPenna Partners is pleased to submit this letter proposal offering candidates to provide full time inspection for this project. Our Sr. Project / Construction Manager, Gary Heinbuch is very familiar with City policies, standards and guidelines, and the requirements of administering public projects, and more specifically, within the City of Torrance. Mr. Heinbuch will be the City's contact to establish inspection services, and will ensure the City is satisfied with the services delivered.

AndersonPenna Partners is offering two inspectors for consideration: The proposed inspector is Tom Legault, who has recent relevant experience on major landscape and hardscape projects, as well as recent experience in the City of Torrance on the Del Amo Boulevard Extension, Phase 2 Project. Tom is available to the City throughout the scheduled 40-day project duration. Attached is Tom's resume, references and a rate schedule that includes rates for weekend and over-time work.

We appreciate the opportunity to propose on this work, and hope to continue our positive working relationship with the City. If there are any questions regarding this proposal, please contact Mr. Heinbuch at (951) 840-5920 or gheinbuch@andpen.com or Mr. D'Emilia at (714) 458-0703 or ddemilia@andpen.com.

Respectfully submitted,
AndersonPenna Partners, Inc.

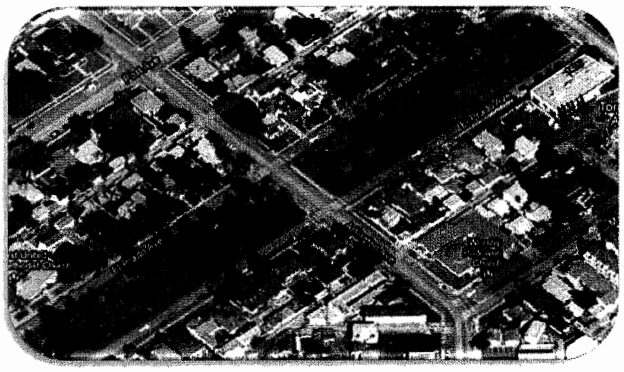
Digitally signed by Dino D'Emilia
DN: cn=Dino D'Emilia,
o=AndersonPenna Partners,
ou=Construction Services,
email=ddemilia@andpen.com, c=US
Date: 2012.05.15 15:08:03 -07'00'

Dino D'Emilia, PE
Vice President, Construction Services

20280 ACACIA STREET, SUITE 100 • NEWPORT BEACH, CA 92660
PHN 949 428 1500 • FAX 949 258 5053
WWW.ANDPEN.COM
CERTIFIED UDBE

Project Understanding

The project involves construction of landscape, hardscape, lighting improvements and installation of a time capsule in Centennial Plaza , located between Manuel Avenue and Cravens Avenue on El Prado Avenue in the "Old Town Torrance" section of the City.



Aerial view of existing conditions and surrounding area.

Bids for the construction contract were received on May 3, with the apparent low bid amount $170,392.00. The construction contract duration stipulated in the bid documents is 40 working days, with construction anticipated to start in mid- to late-June, 2012.

AndersonPenna Partners, Inc. (APP) understands that the City is seeking inspection services to perform, at a minimum, the following services:

- Attendance and participation at the pre-construction conference
- Construction observation
- Verification and documentation of adherence to the plans and specifications
- Measurement and verification of work completed and assistance with the processing of project pay applications
- Monitoring, expediting of corrective measures and documentation of proper implementation of Traffic Controls and Storm Water Pollution Prevention Best Management Practices
- Daily Inspection Reports
- Preparation, expedition and documentation of completion of a punch list
- Review and coordination of as-built plans, Operations & Maintenance Manuals, Warranties
- Expedition of Project Closeout.

Southwesterly view of existing plaza from Cravens Avenue

The APP construction services team has reviewed the project's plans and specifications and has driven the project area in order to obtain a preliminary understanding of the project.

Northeasterly view from existing plaza towards downtown "Old Town Torrance"

Project Issues

During our review of the plans and specifications and the project site, we identified several potential project issues, detailed below, that APP will proactively resolve with the City and project stakeholders to help ensure successful project delivery.

NPDES / BMPs: The specifications require the Contractor adhere to stipulated Best Management Practices erosion control and storm water pollution protection. There do not appear to be bid items that address separate payment for implementation of the required BMP measures. As feasible within

the allotted budget, the APP team will proactively monitor the Contractor's proper implementation of BMPs and make recommendation for appropriate remedies should the Contractor fail to properly implement proper BMPs.

Public Relations: The project is in a high profile area adjacent to a downtown storefront business district and medium to high density housing. The APP team has extensive experience implementing public improvements in similar settings, and will work proactively and empathetically with local businesses and residents to minimize the disruption during Construction. As feasible within the allotted budget, the APP team will proactively monitor the proper implementation of traffic controls, housekeeping practices, dust control, noise mitigations, pedestrian safety, open trench safety and site safety and security.

City Furnished Items: The plans include for the City to furnish several items for the Contractor to install. These items include, but may not be limited to, street lighting fixtures and a time capsule. It is recommended that the City work proactively to coordinate the details, procurement and timely delivery to help ensure the successful integration of such items into the work.

Utility Coordination: Proactive notification and frequent expediting and coordination with Southern California Edison is necessary for the successful integration of utility requirements on the Project. It is recommended that the City work proactively with the Contractor and SCE service planner to confirm that project requirements are a priority and coordinated with the project schedule.

In summary, the APP Team has relevant experience on very similar projects and has proactively researched the details of the project. We stand ready to assist the City in the successful implementation of the project.

The following pages include resumes for APP's proposed inspector, references and the proposed rate schedule for the services requested.

ANDERSON · PENNA
· PARTNERS IN PROJECT DELIVERY ·

Thomas Legault
Public Works Inspector

Mr. Legault offers over 15 years experience performing construction management and inspection, as well as engineering technician services for local agencies. His experience includes oversight of a variety of public works facilities including: **parks, landscape and hardscape, roadway, sidewalk, curb and gutter, utility coordination**, document control, and processing daily reports, RFI's, Submittals, RFC's, and change orders. In addition he is versed in CAD drafting, has conducted water quality surveys, and has performed code enforcement duties.

Project experience includes:

Recreation Center Master Plan Expansion City of Fountain Valley, CA. Assistant Construction Manager and Inspector for the $19 million expansion of the Fountain Valley Recreation Center. Responsible for document control, maintaining project files; coordination of submittals and RFI's and recording of weekly meeting minutes. The project involved the expansion of the facility from 55 acres to 78 acres and added **soccer and baseball fields, a "great lawn" concert area, rest room and concession facilities, nature trail, landscape and hardscape**, additional parking and access roads. Provided inspection of rough and fine grading, underground utilities, 18-inch to 48-inch storm drain, sewer, concrete flatwork and hardscape, irrigation system, decorative walls, fencing, asphalt paving and striping.

Citrus Ranch Park Development City of Tustin, CA. Assistant Construction Manager and Inspector responsible for document control, maintaining project files, coordination for submittals and RFI's, recording of weekly meeting minutes, and recording the weekly statement of working days. The project involves the development of an existing citrus ranch into a **public park, and adding multipurpose fields, restrooms, shade structures, a playground, and parking and access roads**. Provided inspection of rough and fine grading, underground utilities, storm drain, sewer, concrete flatwork and hardscape, irrigation system, decorative and retaining walls, fencing, asphalt paving and striping.

Heritage Park and Aquatic Complex (WWAC) City of Irvine, CA. Assistant Construction Manager and Inspector, responsible for the coordination and processing of RFIs, submittals, etc. The project involved demolition of the exising Irvine Heritage Aquatic Center, and replacement with an Olympic size, a training and therapy pools, 2 story building housing offices, locker rooms and multi-use areas. The project included installation **of new irrigation and landscape areas, concrete flatwork, hardscape rock feature** and parking lot.

Construction Project Experience

- **Landscape and Irrigation**
- **Hardscape and Concrete Flatwork**
- **Roadways: new construction, widening and street resurfacing**
- **Recreation facilities**
- **Utilities**
- **ADA improvements to sidewalks, ramps and driveways**
- Retaining walls
- Storm Drains, Sewer and water trunk and pipelines
- Pump stations
- Grading

Professional Affiliations

- Member, Construction Management Association of America, CMAA

Certification

- Certified Public Infrastructure Inspector (Coursework completed, pending test June 2012)
- Public Works Certificate
- Public Works Construction Inspection Certificate
- Asphalt Technology and Construction Certificate
- Autocad Level 1 Certificate

Years of Experience

Entered the profession in 1996

At Grade Demolition Citrus Walk Project City of Covina, CA. Construction Manager / Inspector responsible for managing and inspecting the demolition of a city block in preparation of redevelopment. The project included the **demolition of existing structures, the removal of trees and light standards, and the coordination of utility shut down.**

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

Public Works Observer City of Lake Forest, CA. Responsible for encroachment permit, large development, and direct improvement **inspections of roadway, ADA, wet and dry utilities, and other Public Works improvements.**

Development Review Plan Check City of Fountain Valley, CA. Performed **plan checks for private developments including grading, landscape, storm drain, water and sewer facilities.** Worked at the City office and performed over the counter plan checks to facilitate final approvals.

City of Fountain Valley. Responsible for the AutoCAD drafting of the update to the City's Standard Plans including **street, storm drain, sewer, irrigation, landscape and water plans.**

Sandalwood Pump Station Construction Management and Inspection City of Fountain Valley, CA. Assistant Construction Manager responsible for rehabilitation and refurbishment of the Sandalwood Pump Station. The Sandalwood Pump Station is a storm water-pump station where storm water is conveyed to the facility via a 42-inch and a 30-inch storm drain pipe located in Sandalwood Street and Heather Avenue. The pump station discharges to a 66-inch storm drain pipe in Walnut Street, which continues south in Walnut Street and Maple Street to its termination at the Ocean View Channel near the 405 Freeway. The rehabilitation included installing new pumps, new underground power and telemetry, all electrical work, and a new roof.

Sewer Construction Management Services, Fountain Valley, CA. Inspector responsible for construction observation, daily reports, project documentation and resolution of day-to-day issues. Key issues include traffic control, coordination with utilities and local agency for bypass and relocation, and SWPPP compliance.

Energy Efficiency Program, City of Fountain Valley, CA: Inspector for the $2.5 million retrofit of HVAC, A public fountain and other various energy efficiency systems at City Hall and other City facilities. Responsible for coordination and incorporation of ARRA/DOE/EECBG funding requirements, compiling a performance contract RFP and conducting the performance contractor selection process, negotiating a performance contract, negotiating of agreements and coordinating work during construction.

References

Mr. Mark Lewis, City of Fountain Valley Director of Public Works/City Engineer
10200 Slater Ave
Fountain Valley, CA 92708
(714) 593-4400

Mr. Craig Bilezerian
City of Torrance
20500 Madrona Ave
Torrance, CA 90503
(310) 618-3054

Billing Rates:

	Straight Time Rates	Overtime Hourly Rates		
Staff	**Hourly Rate[1]**	**Mon – Fri[2]**	**Saturday[3]**	**Sunday/Holiday**
Public Works Inspector (Non Prevailing Wage)	$ 68	$ 73	$ 73	$ 93

[1] The above hourly rates include all items necessary to perform the proposed scope of work Including: Salary payments and distribution of fringe benefits to inspection staff are NOT covered by the current Prevailing Wage Determination. The billing rates above include inspection documents, tools and equipment, a vehicle, and a cell phone. A 4 hour minimum callout applies.

[2] Rate applies to the first four hours of overtime during the week; all overtime in excess of four hours is paid at the Sunday/Holiday rate.

[3] Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

Other Direct Costs: The estimated ODC allowance included in the fee table above provides for the reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges, travel expenses to remote fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus 5 percent to cover overhead and administration. Travel charges to a casting/ fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Non-commuting mileage required for travel on the project and to and from locations other than the project site are billed at the allowable IRS mileage reimbursement rate (currently $0.55 per mile).

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

Fees for subconsultant services: Billed at actual cost plus 5 percent to cover overhead and administration.

Payment Terms: A late payment finance charge at a rate of 12 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice. This rate schedule is effective through October 31, 2012. Should the Contract duration be extended beyond October 31, 2012, rate will be subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business, as mutually agreeable to the parties and approved via Contract amendment prior to implementing higher rates.

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

- Legal advice
- Design engineering
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Building Code Inspection, Soils and/or materials deputy inspection and/or testing
- Specialized Software (other than MS Office Suite) & MS Project
- Additional services not specifically called for in the proposal