

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

KOA CORPORATION

CONSTRUCTION INSPECTION SERVICES FOR THE

MCKINLEY STREET GRADE SEPARATION

WATER MAIN RELOCATION PROJECT

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and KOA Corporation, a *California corporation*, ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with McKinley Street Grade Separation Watermain Relocation Project ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until March 1, 2022, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Three Thousand Seven Hundred (\$103,700) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities Department
Attn: Principal Engineer
3750 University Avenue, Suite 300
Riverside, California 92501

To Consultant

KOA Corporation
Attn: Vice President, CM Division
1100 Corporate Center Drive, Ste. 201
Monterey Park, California 91754

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY of RIVERSIDE, a California
charter city and municipal corporation

KOA CORPORATION, a
California corporation

By: _____
City Manager

By:  _____

Min Zhou, President/CEO

Attest: _____
Interim City Clerk

By:  _____

Juan Gutierrez, CFO

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By: Kristie Thomas
Chief Financial Officer

APPROVED AS TO FORM:

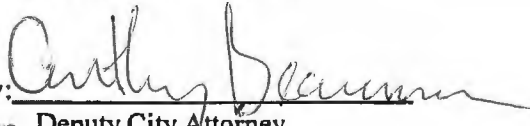
By: 
Sr. Deputy City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSAL FOR
**Construction Inspection Services for the
McKinley Grade Separation
Water Distribution Main Relocation Project
RFP No. 2091**

CITY OF RIVERSIDE
RIVERSIDE PUBLIC UTILITIES DEPARTMENT
WATER ENGINEERING DIVISION



May 3, 2021

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY LA QUINTA



COVER LETTER

TO

City of Riverside
Public Utilities Department
Water Engineering Division

SUBMITTED VIA PLANETBIDS

FROM

Mr. Chuck Stephan, PE, VP
Director of CM Division
3190 Shelby Street Bldg C
Ontario CA 91764
T: 909.890.9693
F: 323.260.4705
M: 310.525.0678
cstephan@koacorp.com

RFP for

**Construction Inspection Services
for the McKinley Grade
Separation Water Distribution
Main Relocation Project
RFP No. 2091**

DATE

May 3, 2021

KOA Corporation is pleased to submit this proposal to the **City of Riverside, Riverside Public Utilities Department, Water Engineering Division for Construction Inspection Services for the McKinley Grade Separation Water Distribution Main Relocation Project**. KOA has over 30 years of specialization in construction management and construction inspection services for public agencies. KOA's construction management group has extensive experience in projects for Southern California municipal agencies in street improvements, pipelines, structures, including libraries, fire stations, community buildings, and building renovations; wet utilities, bio-swales, storm drains, pipelines, sewer lines and pump stations, pipeline relining, water main replacement; street widening and beautification, rehabilitation, resurfacing, traffic signals, fiber backbone installation, bike-paths, and curb, gutters and sidewalks; including artificial turf soccer fields, landscaping, park buildings and lighting systems; as well as bridges, including rehabilitation and replacement.

KOA was founded in 1987 and has a staff of 120+ working out of six offices in the counties of Orange, Los Angeles, San Diego, Riverside, and San Bernardino. KOA can meet and exceed your goals of completing projects on time and within reasonable budgets, while minimizing impact to residents and businesses. KOA has developed effective methods to successfully manage contractors; to keep the project on schedule; maintain a high level of quality; avoid change orders wherever possible; and negotiate the most favorable rates for change orders when they become unavoidable. KOA will keep City staff in the loop at all times and produce relevant information so staff always has answers to any questions about the project.

KOA Construction Inspectors are currently working on water pipeline and facility projects which will be completed soon. We will make our most appropriate inspectors available for this project.

I, Chuck Stephan, PE, will be the Management Contact and overall Project Manager for this contract. Thank you for this opportunity to offer our services to the City of Riverside. Should you have questions during the selection process, please contact me directly via cell at 310.525.0678 or via email at cstephan@koacorp.com. For more information regarding KOA Corporation, please see our website at www.koacorporation.com.

Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to be 'C Stephan'.

Chuck Stephan, PE
Vice President, Director of CM Division



STATEMENT OF QUALIFICATIONS

FIRM STRUCTURE AND HISTORY

Founded in 1987, **KOA Corporation (KOA)** is a leading provider in construction management and inspection, traffic engineering, and transportation planning services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes project and construction managers, construction inspectors, certified transportation planners and registered civil and traffic engineers. With six offices, KOA provides engineering services for some of the largest public works and transportation planning projects throughout California.

OUR COMMITMENT AND DEDICATION

KOA is committed to providing our construction management and inspection services for timely project completion. KOA specializes in as-needed or "on-call" contracts, and understands what it takes to perform effectively on these types of contracts. KOA produces quality deliverables and has the staff to make any on-call project successful. Our Construction Managers and Inspectors are well seasoned and experienced, with deep backgrounds as prior City, County, Agency, and Land Development employees prior to becoming consultant Construction Managers and Inspectors. KOA offers a deep pool of flexible and available resources to staff on-call contracts from one week to one year, if needed, and dedicate the necessary resources to complete each assignment on-time and within budget. Be assured that our key personnel will be assigned to each project for its duration and will not be removed or replaced by us without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules on a weekly basis. We also maintain a 6-month look-ahead by project and personnel in order to proactively identify resource needs and availability. KOA staff is all equipped with the proper tools, construction standards, safety equipment, and resources to provide quality service to our clients. We have developed procedures and techniques to address virtually every issue that is encountered in the managing of construction contracts and contractors. A major facet of our management focus is concentrated on the schedule, which we regard as a powerful tool that is used to control progress as well as the budget. We have an exceptional track record for bringing in projects within budgets and on time with minimal disruption to the City.

OVER 30 YEARS IN BUSINESS

SIX OFFICES IN CALIFORNIA

Monterey Park
Orange
Ontario
La Quinta
San Diego
Culver City

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Highway & Transportation Design
Program Management
Construction Management

LICENSES AND CERTIFICATES

CA Civil Engineers
CA Traffic Engineers
QSP/QSD Certificates
OSHA Safety Training
FAA UAS (Drone) License
Competent Person
Underground Specialty Inspection
Certificates

PROJECT OFFICE LOCATION

KOA CM Division
3190 Shelby Street Bldg C
Ontario CA 91764

MAIN CONTACT

Mr. Chuck Stephan, PE
Director of CM Division
CA Civil C50481
cstephan@koacorp.com
Cell: (310) 525-0678



CONSTRUCTION MANAGEMENT

KOA has been providing construction and project management services for all types of public works projects for over 30 years. Our Construction and Project Managers have experience in managing new and refurbishment building projects, municipal water systems, sewers, utilities, electrical construction, bridges, highways, heavy civil projects, roadways, transportation projects, and rail. KOA's Construction Managers apply many years of experience on Caltrans, municipal, utility and private construction projects. Our team allows you access to some of the most practical Construction Managers and Technicians available. KOA provides all parties with up-to-the-minute information, and is sensitive to the special needs of your community.

CONSTRUCTION INSPECTION AND OBSERVATION

KOA provides Construction inspection and observation services for many types of projects. KOA Construction observers have experience with pipelines, bridges, highways, heavy civil projects, roadways, utilities, transportation projects, rail, wharf and port facilities, federally funded, state funded, locally funded, and private funded projects, and virtually any other type of municipal or public projects. Our construction inspectors have an average of over 20 years of inspection experience and bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion and built according to the project plans and specifications.

EXPERIENCED LEADERSHIP

The Principal in Charge will be Mr. Chuck Stephan, PE. Mr. Stephan has successfully managed contracts for Public Agencies for the past 30 years. The strongest evidence of our success is our repeat business received from the public agencies year after year. All of the staff proposed have worked for KOA for a considerable length of time and will be made available to the City as the need arises.

LOCAL PRESENCE AND KNOWLEDGE

KOA has been working on construction projects in the Orange, Los Angeles, San Diego, Riverside and San Bernardino Counties for over 30 years and has provided successful construction management and inspection services on various water, sewer, street improvement, freeway, bridge, traffic signal, lighting, parks, landscape, development, and facility projects for many cities.



SCOPE OF WORK AND METHODOLOGY

UNDERSTANDING OF PROJECT

The McKinley Grade Separation Water Distribution Main Relocation Project will include all of the tasks necessary for installation of approximately 2,700 linear feet of 12-inch and 8-inch ductile iron pipe, including appurtenances, along McKinley Street, Grant Street, and Magnolia Avenue. Work is anticipated to begin construction in July 2021, and be complete by August 2021. The work is physically located in the County of Riverside and the City of Corona, and will require coordination with these agencies.

The work will include:

- Numerous utility crossings and moderate depth excavation (up to 13' depth)
- Valves
- Tie-ins/tapping sleeves
- Split steel casing
- Fire hydrants
- Blowoff assemblies
- Services
- Testing
- Pressure reducer
- Other associated work

Work will be mainly constructed during evening shifts, Sunday night to Friday morning, 8 PM to 5 AM. Occasional work will be constructed during daytime and weekend hours. KOA can provide two or more experienced inspectors to cover these times (Note: Non-daytime and weekend hours require payment of special shift wages for construction inspectors per State of California prevailing wage rate requirements. Our quoted rates cover special shift differential wages).

The project will include:

- Traffic control and SWPPP compliance
- Trench excavation, shoring, and backfill
- Installation of pipelines, including water appurtenances
- Pipe welding
- Record and maintain As-Built Plans
- Asphalt concrete paving
- PCC sidewalk, aprons, swales, bus pads, curb and gutter
- Daily construction reports, including photographs of the work
- Administrative costs related to the project (but not limited to filing, delivery of daily inspection reports, invoices and other administrative duties)



PROJECT AREA (Source: project plans)

The designated Construction Inspector will provide the required services to successfully complete the project.

Pre-Construction Activities: KOA can provide a detailed preconstruction review of the project area, plans, specifications, and estimate to become familiar with the project prior to construction. We will assemble a collection of pre-construction photographs of the work area. KOA can conduct a constructability review of the project by our experienced construction management staff to identify potential problem areas prior to beginning construction activities. We will coordinate with City staff to develop the appropriate project reports, activities, and procedures required for inspection.

We will develop a list of project stakeholders for coordination, notification, and emergency response if needed. Contacts may include the City of Riverside, Public Utilities, emergency dispatch (Riverside, Corona, and County), businesses (especially restaurants), residential management, and churches.

Problems and Solutions: KOA's proactive approach serves to anticipate and resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented



to the City with suggested alternatives, cost and schedule impacts, and recommended solutions. KOA will quickly implement the alternative which suits the best interests of the project and the City. KOA will effectively and expeditiously communicate with City staff, Design Consultants and the Contractor to identify conflicts construction problems, coordination issues, and will obtain needed action and response to submittals and RFI's.

Schedule Control: During the progress of construction, KOA will coordinate with the RPU project manager regarding schedule status, changes, and projections. We will coordinate for needed overtime and special shift assignments, and provide additional inspectors as needed.

Progress Payment Processing: KOA will track project quantities installed and report completed work to the City. We will collect and transmit material certificates, test results, and other project documentation.

KOA will attend Progress Meetings as requested.

The inspector will check that project materials are in the approved submittals.

Written Instruction: KOA can transmit written instructions from the City to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.

Materials Testing Coordination: KOA will coordinate with the contractor and materials testing firm to verify quality assurance materials testing compliance of the work with the contract documents. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site.

Final Inspection: All corrections must be made before KOA recommends acceptance of the project. We will develop and maintain a continuing punchlist of remaining and corrective work items. Upon completion of the punch list and final sign off by all project stakeholders, KOA will make recommendations to the City regarding final acceptance.

Delivery of As-Builts and Close-Out Documents: KOA will assist the Contractor in maintaining a field set of "as-constructed" plans to be updated daily and delivered to the City upon project completion. KOA will continually document changed field conditions and not rely on the Contractor to document "as-constructed" conditions. KOA will report and photograph field condition changes. KOA will review the Contractor's submittal of "as-constructed" conditions and compare this submittal to KOA's own documentation. Discrepancies will be discussed, resolved and recorded. Completed "as-constructed" plans will be submitted to the City.



CONSTRUCTION INSPECTION SERVICES

Pre-construction

- Review plans, as-built information, utility plans, and all related specifications, to determine if there are any discrepancies that may take place during construction. Relay these discrepancies with CM, City and Contractor.
- Review permit requirements, submittals and shop drawings.
- Pre-construction video and photo documentation

Construction

- Coordinate with City staff, including the Police Department, Fire Department, utility companies, and other project stakeholders.
- Participate in public outreach activities.
- Ensure Project construction is in accordance with approved PS&E and Standards.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Keep a detailed daily inspection report to include report number, date, weather, temperature, construction crew, equipment, description of activities, photographs, material and bid item quantities and other pertinent information. These will be provided on the following Monday to the City.
- Inspect and observe contractor's equipment for safety, noise rating and compliance, dust control, and graffiti in accordance with project contract and specifications.
- Measure compaction, verify material tickets, quantity of material, temperature of pavement, contractor's quality of workmanship, means and methods, survey grades, and appropriately and accurately document in daily reports.
- Observe BMPs document and report deficiencies, and provide feedback when problems become apparent. Will also review SWPPP and contact appropriate parties when storm events occur.
- Coordinate with material testing, survey, and specialized inspection services when necessary.
- Distribute field memos when required to document any change in scope or work, or to verify city or CM directives while on site. Extra work or revisions will be documented and provided to CM for filing.
- Attend Project meetings such as preconstruction, field, and progress meetings.
- Provide documented measurements and calculations to process progress payments, change orders, extra work, etc.
- Prepare in-progress punch lists at the completion of each phase of the project.
- Keep a photo log daily of work progress.
- Report to project engineer and city staff, daily via email or text.

KOA staff will provide closeout services to ensure the project has been fully completed, is complete and compliant, and is suitable for a final recommendation. Our staff will develop the punch list as the project progresses and make certain that the contractor is informed and follows up with fulfilling punch list items.



- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the Project and recommend acceptance.
- Transmit Record Drawings (As-Built) to the City.
- Prepare all final reports, including report of completion for acceptance of the Project.
- Finalize and deliver all construction files to the City for archives.
- Provide electronic copy of all reports and construction files to City.

EXHIBIT "B"
COMPENSATION

EXHIBIT "B"
COMPENSATION



ESTIMATE OF CONSULTING FEE

KOA has submitted the hourly rates for inspection services per the quantities listed in the *Planetbids* submittal. Our fee includes special shift wage rates for night-time work, and overhead for the required CIPO software (\$50 per license per month). Our rates include on site mileage, vehicle, mobile phone, PPE, and computer/tablet.

KOA can provide additional Constructability Review and preconstruction coordination services. We would recommend an allowance of \$8,000 for Constructability review, to include our construction management staff. For preconstruction coordination, we anticipate an additional 40 hours for the construction inspector would be an adequate allowance for this activity.

Construction Inspector

<u>Shift</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>
Night time hours (special shift)	\$125	580	\$72,500
Day time hours (regular shift)	\$120	160	\$19,200
Overtime hours (night shift)	\$150	80	<u>\$12,000</u>
		Total	\$103,700

EXHIBIT "C"
KEY PERSONNEL

EXHIBIT "C"
KEY PERSONNEL

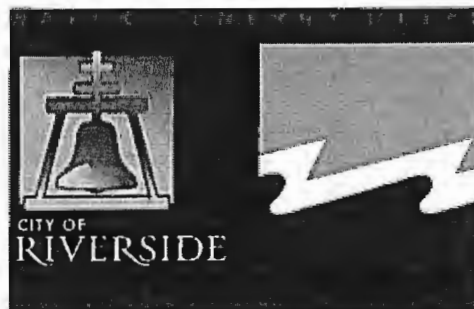


UNDERSTANDING OF NEED

The City of Riverside is seeking a qualified professional consultant to provide construction inspection services for a water distribution main improvement project. KOA will provide an experienced Construction Inspector to provide professional services for this project. Assigned staff will fulfill task order assignments, and KOA will provide backup or alternate staff, if needed. KOA will provide a full-time Construction Inspector (8 hours per day). We have additional staff who can provide backup coverage and inspection for night/weekend work as needed.

The **Construction Manager** will be **Ms. Davina Buenavista**. Lea Reis, P.E. is available as an alternate Construction Manager and recently completed the City of Inglewood North La Brea Avenue Improvement Project. Davina has over 25 years of Public Works, Capital Improvement, Field Construction Management and Inspection experience. She has overseen many public, infrastructure, and street improvement projects with developers, cities, and various water departments throughout Los Angeles, Riverside and San Bernardino Counties. Patrick Kerrigan is currently available for additional or alternate Construction Inspection services if needed.

ORGANIZATION CHART



CONSTRUCTION INSPECTORS
(includes backup and alternates)

Kelli O-Connor
Rick Kerrigan
Dan Chapman
Gordon Roberts
Patrick Crowley
Dean Self

PRINCIPAL-IN-CHARGE
CONTRACT ADMINISTRATION

Chuck Stephan, P.E.
Vice President
Director of CM Division

PROJECT MANAGER

Davina Buenavista
Lea Reis, P.E. (Alternate)



COMPANY PERSONNEL

DAVINA BUENAVISTA

PROJECT MANAGER

Ms. Buenavista has over 25 years of experience in public works and has managed a variety of capital improvement projects and maintenance programs from inception to completion, including planning, development, design, and construction. She has successfully completed numerous projects that involved roadway construction, traffic signal installations and upgrades, median and parkway landscape installations and maintenance, recreational park construction, utility (storm drain, water, and sewer) improvements, and facility upgrades and maintenance.

City of Brea – Steele Drive and Pleasant Hill Tract Water Main Replacement and Street Rehabilitation, Brea, CA (4/2021-8/2021): Construction Manager. KOA provided construction management and inspection services. The project replaced and upgraded existing water mains and appurtenances, constructed ADA curb ramps and resurfaced streets. Ms. Buenavista's responsibilities included project coordination with the City, Contractor, and Inspector; document control; review of submittals, RFIs, and change orders; approving Contractor invoices; and project close out. Construction Cost: \$2.1M. **Reference:** City of Brea, Raymond Contreras, Email RaymondC@ci.brea.ca.us, Phone (714) 671-4411. Designer: Civiltec Engineering, inc. Contractor: ACE, Inc.

City of Brea – Eagle Hills Tract Water Improvements, Brea, CA (6/2020-12/2020): Construction Manager. KOA provided construction management and inspection services. The project replaced and upgraded existing water mains and appurtenances, constructed ADA curb ramps and resurfaced streets throughout the tract. Ms. Buenavista's responsibilities included project coordination with the City, Contractor, and Inspector; document control; review of submittals, RFIs, and change orders; approving Contractor invoices; and project close out. Construction Cost: \$3M. **Reference:** City of Brea, Steve Kooyman (Interwest), Email skooyman@interwestgrp.com, Phone (530) 318-1066. Designer: Kabbara Engineering, Contractor: T. E. Roberts, Inc.

City of Redondo Beach – Sanitary Sewer Rehabilitation, 2020 Upgrades to PCH/Vista del Mar, Redondo Beach, CA (11/2020-5/2021): Construction Manager. KOA is providing construction management and inspection services. The project involves sewer system upgrades, including construction of a new gravity sewer line and manholes. Construction Cost: \$700,000. **Reference:** City of Redondo Beach, Saila Potukuchi, 415 Diamond Street, Redondo Beach, CA 90277, Email Saila.Potukuchi@Redondo.org, Phone (310) 318-0661. Designer: Pacific Advanced Civil Engineering, Inc., Contractor: Mike Prlich and Sons, Inc.

EDUCATION

BS, Civil Engineering
Loyola Marymount University
Los Angeles, CA

REGISTRATIONS

Engineer-in-Training (CA)
Certificate #XE096552

PROFESSIONAL

AFFILIATIONS

American Public Works
Association (APWA)

Project Management Institute
(PMI)

YEAR STARTED WITH FIRM:
2017

GENERAL EXPERIENCE:

- Civil Engineering
- Project Management
- Construction Management
- Capital Improvement Projects
- Staff Augmentation
- Roadway/Traffic Signal
- Street Median/Parkway
- Recreation Park/Facilities
- Building/Facilities
- Former Public Agency Employee, Public Works



LEA REIS, PE

PROJECT MANAGER (ALTERNATE)

Ms. Reis has been working on a variety of public works Capital Improvement Projects since joining KOA in 2016, which have included arterial and residential street improvements, pavement rehabilitation; traffic signals; underground utilities; building upgrades; CIPP storm drain lining; ADA compliance; and Park projects. She worked in the City of Torrance Engineering Department for the previous 16-years, where she gained extensive experience on a variety of different projects. Lea has experience with HTML Programming, GIS, AutoCAD, ESRI ArcMap, Microsoft Suite, and Microsoft Projects.

Construction Management and Inspection Services for the La Brea Avenue Street Improvement Project, City of Inglewood: Construction Manager- This project included pavement rehabilitation, new bioswales, new PCC ADA ramps, new irrigation mainline, sidewalks, curb and gutter, driveways, landscaping, hardscaping, and striping. Managed construction in coordination with the City of Inglewood, answered Requests for Information, reviewed submittals, created and tracked change orders and construction quantities in coordination with inspector for monthly Progress Payments. Liaison between contractor, Caltrans, and various departments within the City of Inglewood. Coordinated changes requested by residents and approved by the City of Inglewood, scheduled work to accommodate residents' schedules, responded to claims, communicated construction schedules to business owners, and directed residents and business owners to staff who could help accommodate their needs.

Construction Management and Inspection Services for Street and Sewer Rehabilitation, City of Redondo Beach: Construction Manager- Managed construction in coordination with the City of Redondo Beach, answered Requests for Information, reviewed submittals, created and tracked change orders and construction quantities in coordination with inspector for monthly Progress Payments. Liaison between contractor, Caltrans, and various departments within the City of Redondo Beach. Coordinated changes requested by residents and approved by the City of Redondo Beach, scheduled work to accommodate residents' schedules, responded to claims, communicated construction schedules to business owners, and directed residents and business owners to staff who could help accommodate their needs.

Construction Management and Inspection Services for the Brookhurst Street Widening from I-5 to SR-91 Project, City of Anaheim: Construction Manager- This was a 2 year project which included pavement rehabilitation, street widening, relocation of storm drains, sewers, waterlines, gas lines, bus pads, new bioswale, landscaping, hardscaping, striping to accommodate new bike lane, and traffic signal improvement. Managed construction in coordination with the City of Anaheim, answered Requests for Information, reviewed submittals, created and tracked change orders and construction quantities in coordination with inspector for monthly Progress Payments. Liaison between contractor, Caltrans, and various departments within the City of Anaheim. Coordinated changes requested by residents and approved by the City of Anaheim, scheduled work to accommodate residents' schedules, responded to claims, communicated construction schedules to business owners, and directed residents and business owners to staff who could help accommodate their needs. Also handled coordinating with the City of Anaheim Water Department staff requests for change orders during construction of the waterline, and the abandonment of water services.

EDUCATION

MBA, New York Institute of
Technology, New York, NY

BS, Aerospace Engineering,
University of Southern
California, Los Angeles, CA

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer (Civil), CA
#85395

QSD/QSP Certificate, #26871

YEAR ENTERED PROFESSION
1999

YEAR STARTED WITH FIRM
2016



KELLI O'CONNOR

CONSTRUCTION INSPECTOR

Ms. O'Connor is a State of Colorado licensed Professional Engineer with 17 years of combined resident engineer, mechanical inspection, assistant electrical inspection, civil engineer, and construction management experience in water and wastewater treatment plant, pump station, and pipeline projects. Prior to joining KOA, she worked for 15 years with Black and Veatch.

City of Anaheim – Linda Vista Complex Pump Station Improvements, Phase 2, Anaheim, CA (12/2019-Present): Resident Engineer/Lead Construction Inspector. KOA provided full-time construction management and inspections services for this 18-month project. The work involved extensive upgrades to one of the City's main water supply facilities, including the demolition and removal of abandoned on-site facilities, replacement of existing pumps, replacement and reconfiguration of high voltage electrical equipment, facility controls and instrumentation enhancements, construction of a new building for the pump station electrical and controls equipment, site security upgrades; and other various site improvements. Ms. O'Connor's responsibilities included construction management and inspection; preparing daily project summaries; coordinating daily inspections; scheduling special testing and material testing service; monitoring contractor's progress schedule; document control for daily inspection reports and material delivery tickets; verifying pay quantities; overseeing site safety; and ensuring updated as-built plans. KOA Contract Value: \$695,000.

Western Municipal Water District – La Sierra Pipeline and Sterling Reservoir Pump Station Project, Riverside, CA (8/2017-10/2019): Resident Engineer (La Sierra Pipeline)/Assistant Construction Manager (Sterling Reservoir Pump Station). The La Sierra Pipeline involved the construction of over four miles of 30-inch welded steel pipeline. The Sterling Reservoir Pump Station involved the construction of a 1.1 million gallon (MG) concrete reservoir and a pump station with six 700 hp vertical turbine pumps, a surge tank, welded steel yard piping, ammonium sulfate and sodium hypochlorite chemical building, and a generator. KOA provided construction management and inspection services for both projects. For the pipeline project, Ms. O'Connor's responsibilities included assisting the construction management team with change order and pay application reviews, meeting support, SRF grant funding requirement reporting, and closeout support. For the pump station project, Ms. O'Connor's responsibilities included site coordination, pay application review, change order review, construction inspection and documentation, and grant funding requirement reporting. Contract Value: \$10,425,000 USD. KOA Contract Value: \$1.99M.

City of Downey – Civic Center Drive and Hall Road Water System Improvement Project, Downey, CA (5/2019-7/2019): Assistant Construction Manager. This project included replacement/installation of 40 water meters, replacement and refurbishment of fire hydrants, and abandonment and installation of 4-inch to 8-inch ductile iron pipe. Ms. O'Connor's responsibilities included field-client coordination, inspector subcontractor invoice review and budget management, construction meeting support, and project closeout documentation submission. KOA Contract Value: \$390,000.

EDUCATION

MS, Civil Engineering,
Colorado State University

BA, Chemistry,
Southern Oregon University

BS, English,
Southern Oregon University

REGISTRATIONS/ CERTIFICATIONS

Colorado Professional Engineer
(PE), 0047273 (2012)

10-Hour Cal OSHA, 1530482
(2015)

FEMA Public Assistance Program
Project Specialist (2011)

YEAR STARTED WITH FIRM:
2017

GENERAL EXPERIENCE:

- Civil Engineering
- Construction Management
- Mechanical Inspection
- Electrical Inspection
- Capital Improvement Projects
- Water & Sewer Systems
- Treatment Plants
- Pump Stations
- Water Reservoirs
- Lift Stations



PATRICK "RICK" KERRIGAN

CONSTRUCTION INSPECTOR

Mr. Kerrigan has over 30 years of experience in public works construction, inspection and oversight on various sewer and water, storm drain, and street improvement projects. Mr. Kerrigan was lead inspector on a number of capital improvement projects for the Cucamonga Valley Water District. He has overseen small to large Capital Improvement projects, inspections of new water lines, sewer lines, pump stations, wells and other public works that pertain to water distribution and sewer systems as well as land development and infrastructure improvement projects. Mr. Kerrigan worked for the ***Cucamonga Valley Water District for nearly 30 years.***

City of Corona – Sierra Bella Development Project – Construction Inspector: Rick is currently working on this development project that includes 1,000' LF of 8" VCP Sewer Main line and 4 manholes, 1,000' LF of 16" Ductile Iron Water Main Line and 5 Fire Hydrants, 1,000' LF of 12" Ductile Iron Re-Claimed Main line, and 30' LF of 18" Storm Drain, Asphalt grind and paving, curb and gutter, sidewalk. He is responsible for daily inspections and completing daily construction reports, coordinating with the Water Department and the City, the engineer and the contractor, maintaining files, reviewing plans and specs, maintaining an electronic photo log and as-built plans.

City of South El Monte – Sewer Improvement Phase 1 Project on Fawcett Avenue and Lexham Avenue – Construction Inspector: Rick recently worked on this sewer lining project that involved the cleaning, videoing, and re-lining of nine sections of over 3,000' linear feet of existing 8", 10", and 12" VCP sewer pipe. The contractor made repairs to any damages to the existing lines prior to installing the polyurethane liner. Rick performed both night time and day time inspections and completing daily construction reports, coordinating with the Los Angeles County Sanitation District, Caltrans, the City, the engineer and the contractor, maintaining files, reviewing videos, maintaining an electronic photo log and as-built plans.

EDUCATION

Some College Courses
Public Works Construction
Inspection and Procedures
Water Distribution Operator
Collection System Technology
Water Treatment Plant Operator
Waste Water Treatment Plant
Operator
Basic Well and Booster Pumps
Introduction
Safety Management Specialist
Welding Safety, Welding, Cutting
and Compressed Gas

CERTIFICATIONS

Grade 4 Water Distribution
Grade 2 Collections System
Technology
Certified Occupational Safety
Specialist COSS
Certified Safety Management
Specialist CSMC
Competent Person OSHA
Confined Space Awareness,
Operations and Rescue
Traffic Control and Flagger
Safety
First Aid and CPR/AED
Underground Service Alert
Backhoe Operator Training
Fall Protection
Ariel Work Platform and IVES
Trainer
Forklift and IVES Trainer
FEMA IS-00100.PWb, IS-00200.b,
I-300, IS-00700.a, IS-00701.a, IS-
00703.a, IS-00704, and
IS-00800.b Courses

YEARS WITH THE FIRM: 3



Western Municipal Water District (WMWD) – La Sierra Pipeline and Sterling Pump Station and Reservoir Project, Riverside, California: *Construction Inspector* – Rick is currently providing professional Construction Management, Construction Inspection, Specialty Inspection, Soils and Materials Inspections services to assist with the construction of the La Sierra Pipeline Project (W-238A) and the Sterling Pump Station and Reservoir project (W-238B) for the Engineering Department. The La Sierra Pipeline project will convey potable water from WMWD's Arlington Desalter and Chino Desalter to serve the needs of WMWD's Riverside service area. This pipeline project and the pump station project will reduce the region's dependency on imported water from the Metropolitan Water District (MWD) of Southern California's Mills Treatment Plant and increase reliability. Our experienced team is currently providing services on this nearly \$30 Million project with WA Rasic as the contractor. The La Sierra Pipeline project is 4 ½ miles long and at an approximate cost of \$13 – 15 million and the estimated construction duration is 400 calendar days. The pump station and reservoir portion of the project is approximately \$13 – 15 million as well and scheduled for approximately 400 days. The project consists of approximately 20,000 plus linear feet of 30" inch CML Class 250 – 500 steel pipeline and approximately 200' linear feet of 24" CML&C Class 250 pipe. The La Sierra 30" pipeline or Reach F connects to the existing system at El Sobrante Road just below the La Sierra Reservoir at STA. 19+90.75 and extends to just past Liverpool Lane where it will transition to Line "C1" which is stage 2 - a realignment of Reach G and a portion of Reach F. This line continues under the BNSF right-of-way and the Arlington Channel in a 48" steel casing that is jack and bored under to the SAWPA property.

Widening of Foothill Boulevard – Construction Inspector: Redirecting the sewer flow into a new 27-inch VCP sewer line - Project inspector for this job starting at the intersection of Rochester and Foothill Blvd., running east on Foothill Blvd. to storm drain culvert, heading south and running parallel to the I-15 to Arrow Route tying into a 30-inch sewer line. He inspected the installation, air testing, and video of the new sewer trunk line put into service during low flow.

Lewis Homes Apartments at Tract 13271 - Construction Inspector in charge of water lines and sewer lines for this project. He inspected the water tie-ins and the sewer tie-ins to live sewer. This tract consisted of 2,700 feet of water and sewer lines. He oversaw the air test and video inspection on the sewer line. Also inspected the pressure testing and took bacteria samples of the water line.

The 210 Freeway Crossings for the District (CVWD): Construction Inspector - attended meetings scheduling the work with SANBAG (San Bernardino Associated Governments), inspected the installation of water lines, sewer lines, and casings; worked with the surveyors on staking; worked closely with the soil techs for compaction of the trenches; kept precise and up to date written reports; took pictures and kept updates of as built drawings for the files; projects consisted of different types of material and sizes from cement lined mortar and coated (CLM&C), ductile iron (DI), verified clay pipe (VCP), bell and spigot to band joints, and plain steel casings; sizes varied from 8-inch to 42-inch for water lines and 8-inch to 30-inch sewer lines; looked over the pressure testing of both water and sewer lines making sure they were good and free of leaks; excavations varied from 3-feet in depth to 42-feet in depth; some of the smaller water lines and sewer lines were installed through the bridges.



DAN H. CHAPMAN, JR.
CONSTRUCTION INSPECTOR

Mr. Chapman has over 25 years of experience within civil engineering as a construction inspector, pavement engineer and construction materials manager. He has worked on a variety of projects that has included, Federal Highway Administration, Federal Aviation Administration, California Department of Transportation, Various counties, City, and Special Districts. With an extensive knowledge of State and Federal Highway procedures including Site Management, Pay Estimates, Documentation and Project Specifications. Past inspection/office engineering projects included various roadways, bridges, airport runways and taxiways, asphalt and concrete pavements, asphalt overlay, review of shop drawing, and observation. His experience includes construction management, contract administration, staff augmentation, plan checking, design constructability and bid ability review.

EDUCATION:

BA, Pacific Coast Baptist Bible College, 1995

CERTIFICATIONS:

NICET Level III (Soil, Concrete, Asphalt) Caltrans Certifications for Soil, Concrete and Asphalt ACI Strength Testing Technician Lab 1&2

YEARS WITH FIRM: 2

Annual Residential Street Rehab and Water Main Replacement Project, City of La Habra. Construction Inspector, Project cost: \$5.4M. KOA provided construction inspection services for the construction of pavement repairs and rehabilitation work on various streets across the City, and the repair and replacement of various water pipelines.

Baseline Rd @ I-15 Interchange, Rancho Cucamonga, CA, County of San Bernardino. Construction Inspector/Office Engineer, Mr. Chapman set up project files, provided construction inspections and construction contract administration support, photo documentation and reports; prepared quantity sheets; updated project files; reviewed and submittals, weekly status reports, prepared monthly pay estimates, process change orders, jobsite safety reviews, coordinated for field testing, material testing; prepared project files for project closeouts and other related tasks as assigned. Infrastructure improvements, curbs, gutters, sidewalks, ADA ramps, Storm Drain Pipe, water line relocations, roadway excavation, observation of sub grade and making grade, slope paving, roadway signs, traffic stripes and markings.

Caltrans District 5, State Route 46 Lost Hills, CA. Quality Assurance/Inspector, This State project consisted of constructing two additional lanes to increase traffic volume. Dan coordinated inspection and testing of roadway improvements which included sub grade preparation and placement, Asphalt production and placement, and storm drains. Dan prepared photo documentation; adherence to Fish & Game permits, coordinated with Caltrans Resident Engineer on field and design discrepancies and made paving recommendations, prepared daily reports from inspection and testing, monthly invoices.

Caltrans District 6, State Route 99, Bakersfield, Chowchilla, Madera, CA. Quality Assurance/Inspector, Work included ensuring contractor compliance to contract special provisions and plans, Caltrans Structures Manual, Caltrans Standard Plans and Specifications which included roadway improvements consisting of subgrade preparation and pavement, asphalt pavement as well as concrete pavement. Concrete barriers were constructed and inspected as well as storm drains, water line relocations, and Bridge components. Dan prepared daily inspection and testing reports and attended pre – construction and construction meetings. Cost estimating and analysis were done on inspection and quality control for each phase of each project.



GORDON D. ROBERTS

CONSTRUCTION INSPECTOR

Mr. Roberts has over 40 years of reliable commitment to professional work ethic, and diverse experience in progressively responsible positions from heavy equipment operator to superintendent to general engineering & building contractor including multiple trades contractor to project designer and inspector. Mr. Roberts possesses authoritative knowledge of building codes and regulations, plan reading and interpretation, multiple trades and overall respected construction practices. Mr. Roberts interacts cooperatively with architects, engineers, general contractors, inspectors, other supervisors and the public. He conveys excellent communication and interpersonal skills; interacts well with widely diverse groups; easily gains confidence and cooperation. Mr. Roberts has managed crews of 30+; stressing quality work and safety. He has hired, trained, and developed crews to work independently with continued priority to safety.

City of Corona – Foothill Parkway Sewer and Water Improvement Project – Construction Inspector:

Mr. Roberts recently provided inspections on this development project for a hotel, Starbucks and shopping center project that included over 3,000' of 8" VCP sewer mainline and laterals at up to 18' feet depth, 12 manholes, ductile iron water line and domestic and fire service lines, slurry backfill on a busy public street, curb and gutter, asphalt improvements, and other project related work. Mr. Roberts completed daily inspections and reports, coordinated with the contractor and materials testing firm, verified quantities and traffic control, attended meetings and ensured SWPPP BMP compliance with a difficult and unexperienced contractor.

City of Downey, CIP Project No. 17-16 – True Avenue Water System Improvement Project – Construction Inspector: Mr. Roberts provided City Inspection on this water line project that consisted of the rehabilitation and installation of a new 10" and 12" Ductile Iron Water Line mainline and services, fire hydrants, and all appurtenances, concrete improvements and asphalt improvements.

Western Municipal Water District (WMWD) – La Sierra Pipeline Project, Riverside, CA: Construction Inspector. Mr. Roberts has recently been providing inspections on this large water pipeline project that consists of over 4 ½ miles and over 21,000' of 30" and 24" diameter welded steel pipe (CML) in Class 250, 300, 350, 400, 450, and 500 pipe including all appurtenances. This project also consists of excavation, street improvements, asphalt paving, grind and asphalt overlay, jack and boring under a flood control channel and railroad tracks, demolition of an existing pump station, a 1.5 million gallon water reservoir, and the Sterling Pump Station construction. This project requires multi-jurisdictional coordination and is over 1 ½ years in length and will be wrapping up in summer of 2018. Work included daily construction reports, traffic control, photo documentation, contractor and soils inspection coordination, multi city coordination, and night work on this community sensitive project.

EDUCATION:

California State Contractor Trade School & Licensing – Operating Engineers, Local 12- Journeyman Training- Certified HAZ-MAT Handling, Safety Management, Equipment Operator for Infrastructure Earthwork, Grade Checking & Plan Take-off, Heavy Equipment Mechanical Repair, Maintenance & Safety Practices. Law Enforcement Academy (San Bernardino City) –Level II Reserve Officer Training , Aviation Search & Rescue Volunteer Training EVOC – Emergency Vehicle Operations Center Instructor Training Heiser Helicopter Flight School- FAA Rotor Pilot Training

LANGUAGES: English and Spanish

CERTIFICATIONS:

- CSLB License (#301013) 1974 – Present:
- (A) General Engineering
- (B) General Building
- (C-12) Earthwork & Paving
- (C-21) Building Moving & Demolition
- (C-27) Landscape
- (C-42) Sanitation Systems Installation
- (Haz) Hazardous Substance Removal

YEARS WITH FIRM: 2



PATRICK CROWLEY

CONSTRUCTION INSPECTOR

Mr. Crowley has over 18 years of public works and utility construction industry experience. He has held positions in operations, management, engineering and administration, with extensive experience in projects specializing in Gas Distribution and Cathodic Protection, Transmission, wet and dry utilities, and inspections.

KOA Corporation: City of Pasadena, Street Light and 5G Installation Project
Construction Inspection for modification of existing street lighting and installation of 5G network.

Henkels & McCoy, Inc. High pressure standby Gas Operations

SoCal Gas replaced multiple High pressure distribution pipelines. As a SCG representative ensured that the contractor working on the pipelines were complying with SCG standards and procedures.

Henkels & McCoy, Inc. OQ Specialist

Trained and qualified personnel and requalified existing SoCal Gas employees. Performed evaluations, hands on and oral exams with employees to qualify them on specific Gas operating tasks with Veriforce and ITS programs.

Henkels & McCoy, Inc. General Foreman

Job planning of Cathodic Protection construction crews, operation and maintenance of anode installation at various depths, and isolation of risers. Responsible for managing up to 10 crews and an administration team. As an integral part of customer management operation, worked to meet and exceed customer needs, expectations, and day to day communications.

Henkels & McCoy, Inc. Foreman

Job planning of Cathodic Protection crews, operation and maintenance of drilling rigs, installation of anodes at various depths up to and including 40 ft. Installed rectifiers, foreman on various main pipeline replacement projects, service installations. Worked on the SCG Short Notice program (PIP). Performed vault inspections for Edison underground electrical vaults.

Henkels & McCoy, Inc. Design Engineer III

Drafted and designed plans for future SC Edison underground projects. Daily responsibilities included managing design for underground installation, field verifications, permitting and assisting with internal design software and hardware issues.

Henkels & McCoy, Inc. Laborer

Worked as a laborer on the Cathode Protection Program. Installed and cleared shorts during this time. Worked on numerous distribution pipeline projects.

EDUCATION

Fullerton College

CERTIFICATIONS

First Aid/CPR

Energized Vault Safety

Confined Space Training

Flagger Training

Backhoe/Forklift Certified

Competent Persons Training

Numerous Operator

Qualifications

DOT Drug and Alcohol Trained

Pole Top & Confined Space

Rescue

Accident Investigation

EEO Training

OSHA 30

Veriforce Evaluator / Proctor

YEAR STARTED WITH FIRM:
2021



DEAN SELF

CONSTRUCTION INSPECTOR

Mr. Crowley has over 18 years of public works and utility construction industry experience. He has held positions in operations, management, engineering and administration, with extensive experience in projects specializing in underground utility construction, including Gas Distribution and Cathodic Protection, Transmission, wet and dry utilities, and inspections. Working knowledge of Microsoft Word, Excel, and PowerPoint as well as general computer knowledge. Extensive use of job specific PPE (Personal Protective Equipment). Vast experience with the use of procedures with strict adherence to specifications. Vast experience in inspections and supervision of general construction practices; site work, paving, structures, ADA, etc.

City of Moreno Valley Traffic Signal Advanced Dilemma Zone Detection System (AZDZS) Improvement Project (Federal aid) Construction of AZDZS improvements at 65 intersections throughout the City utilizing federal aid funding. Project includes traffic signal equipment installations, and associated trenchless boring of conduit, pullboxes, curb ramps, PCC and AC repairs, and connection to existing traffic management center.

City of Moreno Valley Intelligent Transportation System (ITS) Improvement Project Construction of ITS Improvements at multiple intersections throughout the City. Project includes traffic signal equipment installations, and associated trenchless boring of conduit, pullboxes, curb ramps, PCC and AC repairs, and connection to existing traffic management center.

RMA Group – Rancho Cucamonga, California

Review project plans and specifications to determine inspection and testing quantities to create and submit proposals to clients. Manage projects regarding proper personnel and inspections, review project reports prior to client submittal, and track cost. Assist clients with concerns during the project regarding construction procedures and applications, make recommendations based on engineering recommendations.

Logan Construction – Riverside, California

Responsible for daily operations on projects. Supervise work progress and personnel on a daily basis. Ensure work is performed in a manner to produce the designed results as well as maintaining safety protocols. Track material use and place material orders. Conduct weekly safety meetings and review employee timesheets prior to submittal. Responsible for employee conduct and discipline action if necessary.

Holmes Construction – Amarillo, Texas

Paving Superintendent

Supervised HMAC (Asphaltic Concrete) operations for private, city, and state projects to ensure project success. Measured quantities and managed haul trucks regarding timely delivery of materials. Inspected quality of work and communicated with the crew leader to ensure best possible quality. Maintained records and daily journals of daily operations for record keeping and project completion for monthly billing purposes. Maintained communication with clients and state inspectors to ensure work was meeting project expectations and made changes to material quality as needed. Responsible for maintaining knowledge regarding project plans and specifications regarding the items of work to be completed.