

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 21st day of February, 2023, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and Willdan Engineering. (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for; Inspection Services for East Bishop Storm Drain Improvement Project, City Project No. 1-D-16,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES AND TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on February 21, 2023 and continue until February 21, 2024; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

## **ARTICLE II** **RESPONSIBILITIES OF CONSULTANT**

### 2.1 Control and Payment of Subordinates.

**CITY** retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

### 2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### **3.1 Compensation.**

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed one hundred thousand dollars (\$100,000), without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

#### **3.2 Payment of Compensation.**

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from February 21, 2023, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

#### **3.3 Extra Work.**

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

#### **3.4 Amendment of Scope of Work.**

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all professional services to be performed under the contract and delete any exclusion that may potentially

affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the

Contract Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or

contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing

that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

This indemnity provision shall be included on the **CONSULTANT'S** commercial general liability policy endorsement and/or certificates.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage

and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultant(s)' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure work performed by **CONSULTANT** that does not meet the standard of care which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

#### 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** agrees to defend, indemnify, hold free and harmless the **CITY**, its elected and appointed officials, officers, agents and employees, at **CONSULTANT'S** sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of **CONSULTANT** brought against the **CITY**, its elected and appointed officials, officers, agents and employees arising out of the performance of the **CONSULTANT**, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the **CONSULTANT**, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the **CITY**, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors under this Agreement, whether or not the **CONSULTANT**, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the **CONSULTANT** shall not be liable for the defense or indemnification of the **CITY** for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the **CITY**. This provision shall supersede and replace all other indemnity provisions contained either in the **CITY'S** specifications or **CONSULTANT'S** Proposal, which shall be of no force and effect.

## **ARTICLE VI** **GENERAL PROVISIONS**

#### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY:                      Albert Mendoza, P.E.

Deputy Director of Public Works/City Engineer  
City of La Habra  
110 E. La Habra Blvd.  
La Habra, CA 90631

TO CONSULTANT: Willdan Engineering  
Vanessa Munoz  
President/CEO  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

#### 6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

#### 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

#### 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

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

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance with Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY** upon compensation to **CONSULTANT** none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**, except for disclosures which are required by law, rule, regulation, court order, or government investigation

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or

accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that a negligent error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the standard of care of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Willdan Engineering's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason **Chris Baca, Director of Construction Management and**

**Inspection Services** should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

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

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JIM SADRO, CITY MANAGER

\_\_\_\_\_  
RICHARD D. JONES, CITY ATTORNEY

**ATTEST:**

**CONSULTANT**

\_\_\_\_\_  
RHONDA BARONE, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
Vanessa Munoz, President/CEO  
Willdan Engineering

**CONSULTANT**

\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**

## Cover Letter

January 5, 2023  
Revised February 14, 2023

Albert Mendoza  
City of La Habra  
110 East La Habra Boulevard  
La Habra, CA 90631

**Subject: Revised Proposal to Provide Construction Inspection for the East Bishop Drive Storm Drain Improvements, Project No. 1-D-16**

The City of La Habra is seeking a professional firm to provide public works inspection for the City's storm drain improvement project. We understand the project has been awarded to AID Builders. While we have aimed to showcase our exceptional skillset throughout this proposal, a few highlights are presented below which identify how Willdan is uniquely qualified to meet the City of La Habra's needs:



**Highly Skilled public works inspector.** Our proposed public works inspector, Mr. Raj Gupta, has over 25 years of experience including the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTEAs and CDBG.

*Mr. Jason Brown serves as both a Construction Manager and Supervising Public Works Observer for Willdan.*



**Effective Communication.** Our proposed staff understands how important daily communication is during the construction process. Willdan provides cellphones and iPads to our staff in the field to maintain communication with their clients. Willdan Project Management staff and our Construction Observer will work collaboratively with contractors and developers to advance them through the construction project process.

*Our Project Manager will communicate with City staff regularly to guarantee on-time service delivery and customer satisfaction.*



**Staffing Resources.** Our in-house staffing resource bench of licensed and technical experts includes specialists in construction management and construction inspection, pavement and street improvement, water resources, electrical resources, public outreach, labor compliance, drainage and flood control, utility coordination, geotechnical engineering and material testing/inspection, and construction staff augmentation.

*We have assembled a team of professionals who are committed to providing the City with top-quality service.*

Willdan looks forward to a successful partnership with the City of La Habra. We welcome the opportunity to meet with the City to further discuss our qualifications and experience and to demonstrate how we can best assist the City with the requested construction inspection services.

Respectfully submitted,  
**WILLDAN ENGINEERING**



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

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## Relevant Experience

### Brief Firm Profile

**Willdan Engineering** (Willdan), a California **Corporation**, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Today, Willdan's staffing resources have grown from 637 in 2014 to over 1,350 employees in 56 offices.

### Construction Management and Public Works Inspection Expertise



Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor compliance, and community relations. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents.

Willdan's staff reviewed the plans and specifications for the Bishop Storm Drain Improvements project and has determined challenges the City may face on their upcoming projects along with Willdan's approach and solution to these challenges.

Challenges and Solutions		
<b>Challenge 1</b>	Maintain maximum access to park	Willdan's proposed inspector will work closely with the Contractor to ensure maximum access is maintained at all times. The Contractor will be required to maintain a safe environment during the construction of the new improvements.
<b>Challenge 2</b>	Submittal Review	Enhanced submittal review of long-lead items. Due to ongoing supply chain issues, it is very important to request long lead materials soon after the notice of award. It is our goal to review and return long-lead items within two (2) days.
<b>Challenge 3</b>	Existing Utilities	Detailed pothole information should be conveyed to the design team within 15 days of receiving the notice; thereby providing the design team the opportunity to redesign around any conflicting utilities or points of connection. Willdan has been involved with several park improvement/drainage projects over the past couple of years and projects can experience delays attributed to utilities being incorrectly depicted on the plans.



### Willdan References

#### City of Bellflower

**Bernardo Iniguez, Public Works Manager**

(562) 804-1424, ext. 2233

[biniguez@bellflower.org](mailto:biniguez@bellflower.org)

*On-call construction management and inspection services, including materials testing, labor compliance, public outreach, and utility coordination*

#### City of Lakewood

**Kelli Pickler, Director of Public Works**

[KPickler@lakewoodcity.org](mailto:KPickler@lakewoodcity.org)

*On-call construction management and inspection services, including materials testing, labor compliance, and permit inspection*

#### City of Downey

**Lorena Powell, P.E., Associate Civil Engineer**

(562) 904-7110

[lpowell@downeyca.org](mailto:lpowell@downeyca.org)

*On-call construction management and inspection services, including materials testing and utility coordination*

#### City of Brea

**Steve Kooyman, Project Manager**

(530) 318-1066

[skooyman@interwestgrp.com](mailto:skooyman@interwestgrp.com)

*On-call construction management and inspection services, including materials testing, labor compliance and utility coordination*



## Scope of Services

### Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
6. Inspector will provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
9. Provide Willdan's labor compliance manager with compliant labor and equipment reports, labor classification interviews. Willdan's inspector will work with our Labor Compliance Manager to monitor and verify specified DBE's.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.
15. Ensure contractor restores centerline ties and provides updated centerline tie-out notes, if any are disturbed.
16. Ensure compliance of Underground Service Alert notification/delineation.
17. Evaluate the contractor's operation and production with respect to quality and progress and report to the construction manager.
18. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
19. Coordinate testing and closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.



20. Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
21. Prepare and maintain detailed daily diary inspector reports on construction progress.
22. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
23. Assist with the review and evaluation of change order work.
24. Provide complete measurements and calculations documentation to administer progress payments.
25. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
26. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.



## Raj Gupta

### Senior Public Works Inspector

#### Profile Summary

<b>Education:</b>	▪ <i>BS, Civil Engineering, B.I.T College, Bangalore, India</i>
<b>Registration:</b>	▪ <i>AQMD PM-10 Certification (in progress)</i>
<b>Experience:</b>	▪ <i>36 Years</i>

**Mr. Raj Gupta** has inspected, supervised, and coordinated a wide variety of construction improvements involving street widenings, transportation structures, sound wall placements, bridge retrofits, railroad bridge structures, shooflies, stone columns, isolation walls, MSE walls, water lines, drainage structures, and utility relocations. Mr. Gupta has been responsible for construction observation for the New Jersey Turnpike Authority and New York Public Works Department for improvements located in Manhattan, Brooklyn, and Bronx. His background for these entities encompasses replacing and installing water lines, rehabilitating and replacing sewer lines with Gunite and Insituform methods, replacing storm drain structures, relocating utilities, and roadway resurfacing. Mr. Gupta supervised tilted-form prefab residential housing construction and coordinated and prepared estimates for Federal Emergency Management Agency emergency projects.

#### Relevant Project Experience.

**Arterial Street Improvement and Sewer Rehabilitation, FY 20-21, City of Garden Grove, California.** Senior Public Works Observer. Project Consisted of Construction of ADA ramps, Replacement of sidewalk and curb/gutters sections, Splash pads, AC Grindings, 12" Dugout street sections, HAC base placement, ARHM placement, ARAM sealing, Rehabilitation of catch basins, Installation of bio screens, Tree removals, Micro seal paving, Rehabilitation of sewer manhole and sewer pipe replacement work, TC, Striping, and Thermo pavement markings.

**Streets and Park Improvement, FY 20-21, City of La Puente, California.** Senior Public Works Observer. Project consisted of reconstruction of ADA ramps, replacement of sidewalk and curb/gutters sections, slurry seal paving for all the arterial streets within the city limits, striping, pavement thermo markings, and park improvement works, etc.

**Hermosa Avenue Widening, City of Rancho Cucamonga, California.** Senior Public Works Observer. The project consists of sawcut and removal of existing asphalt pavement; removal of stone walls; relocation of dirt and construction of curb and gutter, sidewalks, handicap ramps; gradation of new widen area and pavement with asphalt concrete with aggregate base; and re-striping with pavement markers per plan.

**Church Street Pavement Rehabilitation, City of Rancho Cucamonga, California.** Senior Public Works Observer. The project consists of cold milling, weed killing, routing, crack sealing, asphalt rubber hot mix overlay, grinding and patching asphalt concrete, adjustment of existing manholes and valves to new grade, video detection system (additive bid), access curb ramps, and pavement markers and striping.

**Citrus Avenue and Cherry Avenue/Interstate10 Interchange Improvements, San Bernardino Associated Governments, Fontana, California.** Lead Field Engineer responsible for carrying out full construction management responsibilities, including a suggested storm drain alignment using existing parameters that resulted in a \$120,000 savings to the client. The \$90 million project improvements involved a new open-channel storm drain; 96-inch to 24-inch diameter RCP along with catch basins and appurtenances; Interstate 10 overcrossing bridge reconstruction; Union Pacific Railroad overhead bridge widening; MSE, retaining, and sound walls; new joint plain concrete pavement lanes and shoulders; east-and west-bound ramps and loop ramps realignment and grading; Citrus Avenue and Cherry Avenue and Valley Boulevard/Slover Avenue widenings, including new sidewalks, driveway approaches, curbs, and gutters.



## Cris Valenzuela

### Public Works Inspector

#### Profile Summary

**Experience:** ▪ 17 Years

**Mr. Cris Valenzuela** is a Willdan Engineering Public Works Inspector with 17 years' experience. He has inspected, coordinated and supervised various pipeline projects involving waterline and water system improvements. He has experience with replacing pipe, trenching, paving, concrete work. He has experience with scheduling, cost estimation, material orders and change orders. Mr. Valenzuela displays strong leadership and decision-making qualities.

#### Relevant Project Experience

**Annual Wastewater main Replacement Project (SP2611 & 2563) FY 19/20, City of Santa Monica, California.** Public Works Observer. Willdan provided construction inspection and construction management for the City's water main project. The FY 19/20 Annual Wastewater Main Replacement Project (SP2611) consists of installation of approximately 4,000 LF of 8" PVC SDR-26 pipe and 170 LF of 12" PVC SCR-26 pipe wastewater mains, removal and disposal of 1,677 LF of existing 6", 8" or 10" sewer pipe and VCP sewer pipe with rib-loc lining. Install 6", 8", and 10" CIPP lining, rehabilitate existing manholes and bases, connect existing service laterals to new sewer main, construct 24-inch and 48-inch diameter maintenance holes. The Non-Potable Water Main Expansion Project (SP2563) consists of the installation of approximately 3,180 LF of 12" AWWA C909 PC PVCO water main, and appurtenances.

**Riverview Neighborhood Water Main Replacement, City of Santa Ana, California.** Public Works Observer. Willdan is currently providing inspection services to oversee the construction of several projects throughout the City. Through this contract, Willdan will also provide construction management, inspection, and material testing for the Riverview Neighborhood Water Main Improvements project. The primary project consists of the construction of approximately 5,750 linear feet (LF) of 8-inch, and 2,600 LF of 12-inch PVC C-900 water mains and all appurtenances related to the new water facilities as shown on the plans and specifications.

**Capital Improvement Project 19-03 Pellet Street and Ryerson Avenue Water Improvement Project, City of Downey, California.** Public Works Observer. Willdan is providing construction inspection services for Water System Improvements project.

**Cooperative City/County Pavement Rehabilitation Project (Project No. str20003), City of Highland, California.** Public Works Observer. Willdan provided the services of a qualified construction engineering consultant to provide construction management and inspection services for the Sector E Pavement Rehabilitation Project, City Project No. str20003. This project involves pavement rehabilitation including pavement grading, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay. The scope of work includes minor removal and replacement of damaged concrete sidewalk, curb and gutter, and gross gutter; grinding raised sidewalk panels; slurry seal, crack repair, crack seal; adjusting valve covers to final grade, protection of manholes; and installation of striping and markings.

**Street Lighting Project, City of Lynwood, California.** Public Works Observer. Willdan provided public works inspection services for the City of Lynwood's Street Lighting Project.



**EXHIBIT "B"**  
**COMPENSATION RATES AND FEES**

## Project Understanding and Fee

Willdan understands the City is seeking a firm to provide construction inspection for the project. Willdan understands the project has been awarded to AID Builders.

The project includes replacement of an existing open channel with a 72" RCP storm drain (about 570 feet); water realignments; street pavement reconstruction; curb, gutter, sidewalk, and driveway reconstruction. The project has an estimated 80 working days.

Willdan proposes to perform the required inspection services on a time and materials (T&M) basis. Willdan's proposal is based upon the City's estimated 80 Working Day construction schedule. Our proposed total fee for the Scope of Work identified above is \$82,164.00. It is our understanding that Construction Management Services will be based on T&M per the hourly rate of \$176/hr as the City requires.

Classification	Public Works Inspector (Prevailing Wage) \$123/hr	Total Hrs.	Total
Preconstruction	12	12	\$1,476.00
Construction	640	640	\$78,720.00
Post Construction	16	16	\$1,968.00
<b>Total Fee</b>			<b>\$82,164.00</b>

<sup>1</sup> Hours are estimated and will be dependent upon the Contractor's final phasing and scheduling of the work.

<sup>2</sup> Additional service needed beyond this duration will be provided on a time-and-material basis at Willdan's standard hourly rates.

<sup>3</sup> Overtime inspection services are not included but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's La Habra Project specified hourly rates.

