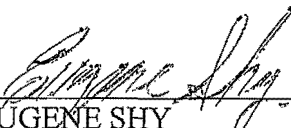





**DIVISION OF LOCAL ASSISTANCE
Office of Policy Development
And Quality Assurance
PROCESS REVIEW #10-04
POTENTIAL CONFLICT OF INTEREST
CITY OF ROSEMEAD**

1. Prepared By:


EUGENE SHY
Process Review Engineer

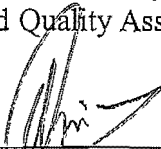
1/5/11
Date

2. Recommend Approval:


MOHSEN SULTAN, Chief
Office of Policy Development
and Quality Assurance

1/27/11
Date

3. Approved:


DENIZ D. ANBIAH, Chief
Division of Local Assistance

02/01/11
Date

1. Background: By email dated November 29, 2010; Luisa Ruvalcaba, Audits & Investigations (A&I), provided the Report and Finding in regard to the City of Rosemead's Project No. BRLS-5358(006) which has been closed out as a federal-aid project. The Report and Finding are included, see Attachment #1. The essence of the Finding was that the City of Rosemead had retained the same consulting firm (Wildan) to fill the City Engineer's position as well as to provide bridge design services and construction engineering/management of the construction contract of the Garvey Avenue Bridge, see Attachment #2 dated May 20, 2002. Upon completion of the bridge design by the consulting firm, the construction contract for the Garvey Avenue Bridge was advertised and awarded to the low bidder in November 2006. Since the same consulting firm (Wildan) that provided design services also provided construction engineering/management of the construction contract of the bridge, A&I's concern was that this constituted a potential conflict of interest should design deficiencies by the design consulting firm (Wildan) occur. On December 9, 2010, Eugene Shy, Process Review Engineer, Caltrans Office of PD&QA; met with the following individuals from the City of Rosemead: Chris Marcarello, Director of Public Works; Lucien LeBlanc, City Engineer; and Rafael Fajardo, Associate Civil Engineer; regarding the before-mentioned Report and Finding. The City of Rosemead representatives were very cooperative and all project and consultant contract documents requested from them were provided
2. Potential Conflict of Interest: Design deficiencies are generally considered the liability of the Architect & Engineering (A&E) design firm (Wildan) and would need to be evaluated and resolved by the construction engineering/management consulting firm (also Wildan) on behalf of the City of Rosemead. The Report and Finding are right on target regarding this potential conflict of interest. Regarding 49 CFR Part 18.36(b)(3) which states in part *"No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved."*
3. Actions Taken By City of Rosemead: On December 11, 2007, prior to the completion of the construction contract of the Garvey Avenue Bridge, the City of Rosemead replaced Wildan with the Del Terra Group as the construction engineering/management firm for the remaining construction of the Garvey Avenue Bridge, see Attachment #3 dated December 11, 2007 (first 3 pages of multiple pages).
4. Final Construction Costs: A review of the final cost for the Garvey Avenue Bridge construction contract totals \$11,434,091 and includes \$269, 081 in change orders or 2.35% of the final costs. Historically, these additional costs of 2.35%, resulting from 13 change orders on the Garvey Avenue Bridge construction contract, are considered low as the norm is 5% contingencies for change orders on bridge construction contracts. Since this project was a reconstruction of a bridge and reconstruction normally entails an increase in the number and cost of change orders, the 2.35% change order costs for this contract are considerably less than the norm and indicative of a complete design and good contract documents (plans and specifications).
5. Review and Analysis of Change Orders: Even though the contract cost growth due to change orders was considerably less than the norm, a review and an analysis for possible A&E liability were still performed of each of the 13 contract change orders (CCOs) to identify possible design deficiencies that needed to be corrected during the construction phase. Of the 13 CCOs, the scope of work for CCO#7, see Attachment #4, was the only one that appeared to have possible A&E liability. The scope of work was to provide 32 expansion couplers for rigid conduits that cross expansion joints on the reconstructed bridge. Unfortunately this CCO was issued after some of the conduit had been embedded in the concrete so it was necessary to sawcut the concrete and reinstall those conduit with the added expansion couplers which was additional work and costs than if the expansion couplers been included in the plans and



specifications at time of bid. The remainder of the work of furnishing and installing the conduit with the expansion couplers and those associated costs would have been incurred anyway even if the expansion couplers had been included in the plans and specifications at time of bid. An analysis of the costs for just the conduit removal and reinstallation in CCO#7 indicate that those costs range between \$5,000 and \$8,000. In addition, the contract time was extended by 5 working days in CCO#7. Without thoroughly reviewing the contract plans and the as-builts of the existing bridge before its reconstruction, it is not possible to determine whether the left out expansion couplers were a design deficiency or caused from inaccurate or lack of information provided to the designer. For example, it is possible that the expansion joints were not shown on the as-builts of the existing bridge or could have been added after the bridge was constructed and put into service. There is no evidence or indication that this potential conflict of interest due to using the same firm for design and construction engineering/management affected cost negotiations or resulted in improper change orders or their settlements, nor does a review of the change orders raise an alarm regarding the issue of fraud, waste, and abuse. Additionally, the replacement of Wildan with the Del Terra Group during the life of the construction contract provides a different set of eyes and an added degree of assurance and protection of the proper administration and closeout of the construction contract.

6. **Procurement of a Consultant with a Conflict of Interest:** Regarding the question as to how the City of Rosemead was able to award the A&E consulting contracts for both design services and construction engineering/management services to one consulting firm (Wildan) on a federal-aid project; this is possible, procurement wise, as local agencies are not required to follow the Brooks Act (qualification based selection) and are allowed to use their own procurement procedures in selecting consultants for non federal-aid funded consultant contracts on federal-aid projects as stated in "Questions" and "Answers" on FHWA's website below:

Question: *If there are no Federal-aid funds in the design services contract, are the federal qualifications based procurement procedures still applicable?*

Answer: *No. If a State, county or city decides to fully fund the design contract; such entity may use its own procedures.*

Additionally, the Local Assistance Procedures Manual (LAPM) only indirectly addresses the potential conflict of interest that arises when a local agency uses the same consulting firm for design services and for construction engineering/management services. This potential conflict of interest is mentioned in Exhibit 10-R "A & E Sample Contract Language" of Chapter 10 "Consultant Selection" which was developed for design services. It reads as follows with the pertinent portion underlined:

ARTICLE XXVIII CONFLICT OF INTEREST

A. The CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

(Choose either Option 1 or Option 2 if appropriate.)

(Option 1 - Use paragraphs D & E below with paragraphs A, B and C above for PS&E contracts only.)



D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

7. **Action Needed:** Nothing was found that would make the Rosemead construction contract ineligible for federal-aid funds. The use of Exhibit 10-R “A & E Sample Contract Language” with its foregoing contract language is voluntary and not a requirement on the part of the local agency, so it does not always get included in consultant contracts for design services. The foregoing contract language needs to be included as a requirement in Chapter 10 so that it is clearly understood by local agencies that it is a requirement that consultants performing design services on a federal-aid project may not also perform the construction engineering/management on the same federal-aid project. **This is an action that the Office of Policy Development & Quality Assurance needs to implement as soon as possible.**
8. **Progress in “Conflict of Interest” areas:** Progress has been made by recent changes to Chapter 10 of the LAPM in the consultant selection “conflict of interest” areas which are germane to the foregoing situation with the City of Rosemead. One example is the March 22, 2010, Office Bulletin DLA-OB 10-03 “Prevention of Consultant Selection Conflicts of Interest” which was issued to identify possible conflicts of interest that a panel member might have in participating in the consultant selection process. In addition, this Office Bulletin also addresses the possible conflict of interest that a consultant, acting as a City or County Engineer, might have in either participating as a panel member in the consultant selection process or approving the consultant panel’s recommendation.

Attachments: 1 thru 4 (as stated)

City of Rosemead BRLS-5358 (006)

During initial interviews it came to our attention that some cities will hire consultants to provide the duties of a City Engineer as was the case on a project with the City of Rosemead. The City contracted with Wildan to provide a City Engineer. Since there was a project with the City of Rosemead the project was included in the sample.

Per a review of the project file it was noted that for this project the federal funds were used solely for construction. Auditor was informed by Senior Engineer David Wang that for the project the City Engineer was the consultant from Wildan. The design work for the contract was also performed by Wildan. Since there were no Construction Engineering costs billed to the project David stated that it was probably due to the consultant serving as City Engineer who performed the services (he explained that construction engineering is construction management and its normally done by a city engineer).

Per David Wang when they initially noticed that the City Engineer worked for the design consultant that they inquired from HQ DLA whether it could be done. The concern was that this was an eight million bridge project using federal funds for construction. David stated that they were informed by HQ DLA, that there were no requirements against it.

In further discussing the project it was noted that the consultant was being charged indirectly to Caltrans for oversight services provided as the City Engineer (since worked for Wildan). Also, the consultant Wildan received an unfair advantage on the design contract since they were picked by a person (City Engineer) working for Wildan, but acting in capacity of City Engineer.

Since the only federal funds used for the project was for construction and the construction firm, Reyes Construction, was independent, the only issue seen was the change orders. The risk is that if something was wrong with the design work the City Engineer would more likely say to do a change order than to fault Wildan for the design portion. However, per a review of the final invoice it was noted that the total contract amount was \$11,434,091 and the total change orders were \$269,081. The total contract participating costs were \$11,349,143 (includes change order participating costs of \$185,141).

In further analyzing the issue it was determined that this project resulted in an indirect conflict of interest. The state is required to follow federal regulations 49 CFR, Part 18 and the state is suppose to pass on the requirement to subgrantees, which is normally done through a master agreement (MA) or program supplement (PS). 49 CFR, part 18.3 states that a grantee means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document. 49 CFR, Part 18.36(b)(3) states grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of

contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award **or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.** Such a conflict would arise when: (i) The employee, officer or agent, (ii) Any member of his immediate family, (iii) His or her partner, or (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

We reviewed the MA applicable to the project which was executed on 11/19/97. There were two PSs to the project where the first was executed on 11/22/05 and the amendment was executed on 11/7/07. Auditor noted the eight-year gap (2007 – 1997) between the MA and the first PS execution. However, per Rihui Zhang, Branch Chief for Project Implementation South, there was a MA revision in 2006 (which wouldn't have applied to this project) and the one prior to that one was in 1995, meaning the MA in use was the applicable one for the project. We reviewed the MA and the PSs to ensure the requirement to adhere to 49 CFR, Part 18 was included since it's a standard provision. However, the provision wasn't included in the three documents. This was found to be strange since although the MA was executed in 1997 the Auditor had been previously informed by Rihui and Bill Sandoval, Branch Chief of Project Implementation North, that once a MA is executed for a project that no changes are made to the MA but any missing covenants are added to the PS. However, for this project the process wasn't followed.

That the contract provision isn't included in the contracting documents makes this case more serious since federal funds require the application of federal procedures whether stipulated in grantees contract or not. That it's not stipulated in the City of Rosemead's MA or PS doesn't alleviate the State's responsibility for compliance with federal funds requirements. If FHWA were to be aware of this project and determine the federal project funds to be ineligible then Caltrans would have to reimburse the funds. Since the compliance requirement isn't included in the MA or PS then the State would have a harder time seeking its own reimbursement from the City.

So for this project there is no conflict of interest with the construction. However, the City does have an apparent conflict of interest since the consultant who performed the design work also employed the person who performed the construction management for the project. As a result, there is an apparent conflict of interest where the federal costs for construction could be considered to be ineligible. HQ DLA and the District need to take such consideration in account when consultants are involved even if the work done by the consultant wasn't directly paid for with federal or state funds.

Per David the City of Rosemead no longer contracts the City Engineer services and instead hired their own city engineer. But the contract was also final billed in November 2008.

2 of 3

We also reviewed the LAPM and noted that a section was added to it on December 2008 regarding the retention of a consultant as an Agency Engineer. Per a review of the added section it does make reference to 49 CFR, Part 18.

Finding:

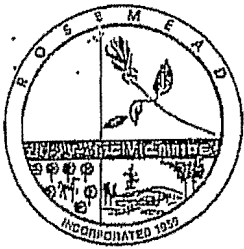
- A potential conflict of interest when a city hired a consultant as its City Engineer from a firm who later performed the design work related to the construction project. The same consultant, acting as the City Engineer, performed the vast majority of the construction engineering for the same project. As a result, the construction contract could be ineligible for as much as \$10,047,396 in federal reimbursement, because the relationship increases the risk that the City Engineer could overlook defects in the design work.

49 Code of Federal Regulations (CFR) Part 18.36 (b) (3) states grantees and subgrantees will maintain a written code of standards of conduct, governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee, or subgrantee, shall participate in selection, or in the award or administration of a contract supported by federal funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) The employee, officer or agent, (ii) Any member of his immediate family, (iii) His or her partner, or (iv) An organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The City may not have been familiar with the federal regulations applicable to federally funded projects because the guidelines provided by HQ Division of Local Assistance (DLA) related to conflict of interest were not specific. In September 2008, HQ DLA updated the LAPM related to retaining a consultant as an agency engineer and bringing attention to 49 CFR Part 18.36 (b) (2) regarding conflict of interest.

We recommend that HQ DLA:

- Follow-up to determine if the local agency is eligible for the federal reimbursement received on the project discussed. If ineligible, determine if reimbursement from the local agency can be sought.



Approved 4-0

staff report

TO: HONORABLE MAYOR
AND MEMBERS
ROSEMEAD CITY COUNCIL

FROM: *[Signature]* FRANK G. TRIPEPI, CITY MANAGER *[Signature]*

DATE: MAY 20, 2002

RE: APPROVAL OF PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR
THE RECONSTRUCTION OF THE GARVEY AVENUE BRIDGE OVER THE RIO
HONDO CHANNEL

Attached for your consideration is an engineering proposal from Willdan for engineering design, design and construction survey, geotechnical engineering, hydrologic/hydraulic analysis, environmental review, utility coordination, contract administration, construction observation, and federal labor compliance services for replacement of the Garvey Avenue Bridge over the Rio Hondo Channel.

The Garvey Avenue Bridge over the Rio Hondo Channel was originally constructed in 1936. The bridge consists of continuous concrete T-beams over nine 67-foot and two 26-foot spans, for a total bridge length of approximately 655 feet. There are 3-foot sidewalks on both sides of the bridge. The existing bridge is approximately 52 feet wide with an approach roadway width of 78 feet. The right-of-way width is 100 feet.

The Garvey Avenue Bridge is currently on Caltrans Eligible Bridge List (EBL) and has been deemed structurally deficient, with a sufficiency rating of 46.6. The Caltrans EBL classifies a bridge as structurally deficient when its sufficiency rating is below 80. Bridges with a sufficiency rating between 50 and 80 are recommended for rehabilitation and retrofitting; bridges with a sufficiency rating below 50 are recommended for replacement, as is the case with the Garvey Avenue Bridge.

Conceptual investigation thus far indicates that the most feasible replacement solutions are to provide cast-in-place prestressed concrete box girders on pier walls or precast prestressed "I" girders supporting a reinforced concrete deck. The proposed bridge will be widened from 52 feet to 100 feet wide to accommodate a striped center median, four travel lanes, and shoulder and sidewalk on both sides. The new bridge abutments will be constructed to eliminate areas for transients to set up camp.

COUNCIL AGENDA

MAY 28 2002

ITEM No. IV CC-B

Attachment #2

It is anticipated that the Garvey Avenue Bridge will be constructed in two stages. One-half of the bridge will be removed with traffic in both directions being redirected to one side to maintain one lane in each direction during construction. After half of the bridge is constructed, traffic will be redirected to the other side in a similar manner. Evaluation of the impact of construction within the Rio Hondo Channel will be conducted and will include code compliance for such issues as containment of waste or hazardous materials.

The construction cost for this project is estimated to be \$9.0 million. With engineering and other incidental costs, such as material testing, etc., total overall project costs are estimated to be \$10.9 million. Staff has been successful in securing \$6,240,000 in Federal funding for the replacement of the bridge and it is now programmed in the ~~Highway Bridge Rehabilitation and Replacement (HBRR) Program~~. An additional \$1,298,000 in Federal and State seismic retrofit funds have been secured and are now obligated for this project by Caltrans. The remaining balance of funds required for the project, which will cover the City's matching funds for construction and the engineering costs will be from the City's Proposition C fund reserves that have been set aside for the past several years in anticipation of this project. Consequently, no General Funds will be expended on this project.

Construction of the project is anticipated to occur in the Summer of 2003, and is estimated take 400 working days to complete.

The proposed fees are as follows:

• Preliminary and Final Design	\$588,500
• Design Survey	28,500
• Geotechnical Engineering	44,600
• Hydrological/Hydraulic	9,500
• Environmental	28,390
• Utility Coordination	38,000
• Construction Survey	49,500
• Contract Administration	497,900
• Construction Observation	455,600
• Federal Labor Compliance	<u>76,000</u>
Total Proposed Fixed Fee	\$1,816,490

The total fee, excluding geotechnical engineering, hydrological/hydraulic, environmental, utility coordination, and federal labor compliance, is in conformance with that portion of the City's agreement with Willdan which pertains to design engineering services.

RECOMMENDATION

It is recommended that the Rosemead City Council approve the attached engineering proposal and direct staff to begin the preparation of the necessary plans and specifications.

Attachment

May 20, 2002

Mr. Frank Tripepi
City Manager
City of Rosemead
8838 East Valley Boulevard
Rosemead, CA 91770

Subject: Proposal for Professional Engineering for the Replacement
of Garvey Avenue Bridge over Rio Hondo Channel

Dear Mr. Tripepi:

As requested, Willdan is pleased to submit this proposal to provide professional engineering design, design and construction survey, geotechnical engineering, hydrological/hydraulic evaluation, environmental study, utility coordination, contract administration, construction observation, and federal labor compliance services for the replacement of the Garvey Avenue Bridge over the Rio Hondo Channel.

The Garvey Avenue Bridge over the Rio Hondo Channel was originally constructed in 1936. The bridge consists of continuous concrete tee beams over nine 67-foot and two 26-foot spans, for a total bridge length of approximately 655 feet. There are 3-foot sidewalks on both sides of the bridge. The existing bridge is approximately 52 feet wide with an approach roadway width of 78 feet. The right-of-way width is 100 feet.

The Garvey Avenue Bridge is currently on Caltrans' Eligible Bridge List (EBL), and has been deemed structurally deficient with a sufficiency rating of 46.6. This bridge is programmed through the Highway Bridge Rehabilitation and Replacement (HBRR) program to be replaced.

Conceptual investigation thus far indicates that the most feasible replacement solutions are to provide cast-in-place prestressed concrete box girders on pier walls or precast prestressed "I" girders supporting a reinforced concrete deck. The proposed bridge width would be 100 feet within the existing right-of-way, and this width will provide shoulders and sidewalks. It is anticipated that the Garvey Avenue Bridge will be constructed in two stages. One-half of the bridge will be removed with traffic in both directions being redirected to one side to maintain one lane in each direction during construction. After half of the bridge is constructed, traffic will be redirected to the other side in a similar manner. Evaluation of the impact of construction within the Rio Hondo Channel will be conducted and will include code compliance for such issues as containment of waste or hazardous materials.

SCOPE OF SERVICES

We propose to provide the following basic services for the project:

Preliminary and Final Design

FIELD INVESTIGATION

1. Conduct a thorough field investigation of the existing bridge crossing.
2. Assess the impact to the flood control channel during bridge removal and replacement.
3. Observe and document conditions, constraints, and impact of the project on the properties in all four quadrants and bike trail under the bridge.

DATA RESEARCH

1. Collect and review as-built roadway plans.
2. Collect and review as-build bridge plans.
3. Collect and review existing utility in and around the project.
4. Collect and review right-of-way maps to determine impact on existing facilities.
5. Collect and review any other data pertaining to the project provided by Caltrans, Army Corps of Engineers, LACDPW, and other involved parties to extract any valuable information to support the engineering.

PRELIMINARY ROADWAY GEOMETRICS

1. Establish geometric control of the roadway including limit of approach roadway, begin and end stations of the bridge.

STRUCTURAL DESIGN

1. Collect and review data obtained from environmental and hydrologic recommendations to determine impact to bridge design.
2. Review and incorporate geotechnical evaluation and recommendations.
3. Provide existing bridge stage construction.

4. Provide structural analysis and design based on latest Caltrans Design Specifications and Caltrans Design Criteria.
5. Coordinate bridge design with roadway design.

APPROACH ROADWAY DESIGN

1. Prepare approach roadway and bridge plan and profile.
2. Prepare typical roadway and bridge cross section.
3. Prepare construction details.

TRAFFIC CONTROL AND SIGNING AND STRIPING

1. Perform field review to verify and document existing conditions. The field review will include locating existing markings, signing and striping.
2. Prepare traffic control plans for the Garvey Avenue Bridge widening at a scale of 1"=40'. The plans will be prepared using the City's standard design criteria and Caltrans 1999 Standard Plans and Specifications.
3. Prepare signing and striping plans for Garvey Avenue at a scale of 1"=40'.

CHANNEL DESIGN

1. Prepare under crossing plan and profile for the west levee of the Rio Hondo Channel. The west levee will be reconstructed to place the new down ramp under the bridge. Current ADA, LACDPW, and Corps of Engineers criteria will be followed.

ACCESS ROAD AND BIKE PATH

1. Realign access road and bike trail from levee to Garvey Avenue. New entrance gates and fencing and driveways will be provided.

PLANS AND SPECIFICATIONS

1. Prepare complete plans including: title sheet, general notes, site plan, roadway plan and profile, cross sections, existing bridge demolition, new bridge plans, construction staging plans, and traffic detour plans.
2. Attend coordination meetings, as necessary, with the City personnel at various times during the design phase to obtain additional input and review work.

3. Prepare specifications and contract documents to conform to applicable requirements of the City of Rosemead and Caltrans.
4. Prepare final project cost estimates.

Design Survey

1. Conduct aerial topographic survey of the project site.
2. Conduct ground survey to supplement the aerial.
3. Establish roadway centerline and cross sections, channel centerline and cross sections, and other cultural features.
4. Provide survey for Rio Hondo Channel 400 feet upstream and 400 feet downstream of existing bridge.

Geotechnical Engineering

Task 1 - Research and Review

1. Research and review of published and unpublished geologic and geotechnical maps and documents including data available from the U.S. Geological Survey, the California Division of Mines and Geology, Los Angeles County, and other public agencies and institutions.

Task 2 - Field Exploration

1. Permitting with local agencies for permission to dig. Locating the borings in the field and notifying Underground Service Alert. Coordination of drilling activities with utilities personnel.
2. Excavation, sampling, and logging of four borings to evaluate subsurface soil conditions. The borings will be excavated with an all terrain rotary wash drill rig. Borings will be located near each abutment and roughly centered in the channel bottom. Abutment borings will extend to a depth of 100 feet below ground surface or refusal whichever is shallower. The channel borings will extend to a depth of 80 feet below ground surface or refusal. Relatively undisturbed ring samples, standard penetration test samples, and bulk samples will be collected at regular intervals in the boring. An experienced engineer or geologist will log earth materials in the field in accordance with the Unified Soil Classification System - Visual/Manual Procedure. The all terrain drill rig is capable of drilling in water up to about 12 inches deep assuming the current is slow. The rig can drive through flowing water to the boring locations. Small sandbag diversion dikes will be constructed upstream of each boring location. This proposal does not include

drilling in the channel bottom when there is more than 12 inches of flowing water. Prior to drilling, we will core through the concrete river bottom. After drilling, the borings will be backfilled with cement/bentonite slurry and a concrete patch will be placed.

3. Performance of two cone penetrometer soundings for quantitative liquefaction analyses. Soundings will be excavated near each abutment. Soundings will extend to a depth of 100 feet or refusal.

Task 3 - Geotechnical Laboratory Testing

1. Geotechnical laboratory testing will be performed on representative samples of soil to evaluate the engineering characteristics of this material. Testing may include any or all of the following:
 - In situ moisture and density
 - Grain size distribution
 - Atterburg limits
 - Consolidation tests
 - Compaction curves
 - Direct shear tests
 - Chemical analyses

Task 4 - Geotechnical/Geologic Analyses and Design Recommendations

1. Preparation of a geologic map showing the locations of the borings and the surficial distribution of earth materials.
2. A description of the field and laboratory procedures used in the investigation.
3. A discussion of the materials encountered in the borings and measured engineering properties.
4. Logs of exploratory borings summarizing the soil conditions encountered and results of the geotechnical laboratory testing. Preparation of a Caltrans Log of Test Borings Sheet.
5. Quantitative liquefaction and seismic settlement analyses at abutments.
6. Recommendations for foundation design at abutments and piers considering vertical load-supporting capacities and settlement effects due to structural loads. Detailed pile design analyses will be completed to evaluate stiffness, lateral capacities, group factors, etc. Analyses of existing foundations, if required.
7. Recommendations for seismic design of the proposed bridge in accordance with Caltrans design criteria.

8. A discussion of the corrosivity and chemical attack potential of onsite soils, including corrosion and chemical attack mitigation measures, if necessary.
9. Recommendations for general site grading, including subgrade preparation, fill placement, retaining wall backfill, and site drainage.
10. Recommendations regarding staged construction.

Hydrological/Hydraulic

1. Collect and review any data pertaining to existing hydrologic/hydraulic requirements provided by Caltrans, Army Corps of Engineers, LACDPW, and other involved parties.
2. Perform hydraulic analysis to determine requirements for structural configuration to convey the design flood.
3. Obtain permits from the Corps of Engineers and LACDPW for all channel work.

Environmental

Willdan will prepare an Initial Study (IS) and a Categorical Exclusion (CE) with supporting studies for the proposed replacement of the Garvey Avenue Bridge. The IS and CE will discuss and analyze the potential environmental impacts resulting from the project, as required by CEQA and NEPA, respectively. A field reconnaissance survey will be conducted to identify any sensitive environmental resources in the area, inventory adjacent land uses, and catalog the presence of any sensitive receptors in the project area. Information gathered in the field will be used to complete the Preliminary Environmental Study (PES) form which will include narrative explanations to each of the questions on the form.

Preliminary studies of the project indicate that the appropriate environmental determination for the project will be a Negative Declaration (CEQA) and a Categorical Exclusion (NEPA) with supporting studies. To support these determinations, the following analyses or "special" studies will be provided.

1. Willdan will characterize biological and botanical resources in the project area and vicinity; assess project direct and indirect impacts to these resources; and if necessary, identify general mitigation measures which may reduce potential impacts to levels that are less than significant. Willdan will consult with appropriate agencies, including the CDFG and USFWS; search the California Natural Diversity Database and California Native Plant Society Database lists; and conduct a reconnaissance-level field investigation. Locations of significant biological and botanical resources, including observations of special-status species or suitable habitat, will be identified on an appropriate base map.

Willdan will consult with the USFWS and CDFG as appropriate to determine mitigation measures that may be required to assure protection for those species. Willdan will prepare a brief report documenting the findings of the biological evaluation.

2. An assessment of the findings from the hydrology study which will be included in the environmental initial study. These findings are expected to address potential floodplain and hydrological impacts resulting from the project (both short-term construction-related impacts and long-term impacts).
3. An assessment of the project's impact on public services and utilities, including temporary disruptions caused by construction activities, such as bridge closures and detours. A supplemental traffic analysis, for example, will be performed which analyzes and assesses the bridge replacement project's construction-related impacts on traffic and traffic circulation in the project area. This includes an assessment of impacts resulting from any temporary road closures, detours, or ramp closings.
4. A Draft and Final Historic Property Survey Report (HPSR) will be prepared which includes a summary of findings pertaining to the bridge's historical significance and the following attachments:
 - an Area of Potential Effects Map (APE Map), that would include the ground to be disturbed for removal of existing bridge abutments and construction of new bridge abutments;
 - an Archeological Survey Report (ASR), which includes a records search by the South Central Coastal Information Center;
 - Native American Coordination;
 - Bridge Evaluation Form, prepared by a qualified architectural historian; and,
 - Historical Context Statement, based on a letter dated May 7, 2001, to the City of Rosemead from Caltrans, regarding evaluation of the bridge within the context of Los Angeles flood control efforts.

Preparation of the aforementioned studies and their environmental review will be coordinated with Caltrans Office of Environmental Planning.

Utility Coordination

1. Coordinate with utility companies to implement upgrade of its facilities, as needed, within the project limit.
2. Identify conflicts of proposed construction with utilities and provide preliminary coordination for resolution.

3. Send notification of preconstruction conference to affected utility companies.
4. Provide attendance at the preconstruction conference by the utility coordinator.
5. Review project scope of work with each utility company at the preconstruction conference and review possible conflicts and work with each utility to assure that specific needs of the project are understood.
6. Coordinate with City construction observer during construction to expedite the identification of any unknown utilities found during excavation.
7. Coordinate relocation work by utility companies.

Construction Survey

1. Provide construction staking as required for construction of the Garvey Avenue Bridge.

Contract Administration

BID ADMINISTRATION SERVICES

1. Provide the City with 30 sets of final plans and specifications for bidding.
2. Conduct pre-bid compliance conference and prepare attendance record.
4. Respond to questions during the advertising phase.
5. Prepare project addenda, as necessary.
6. Review and analyze bid results and prepare a bid summary.
7. Verify contractor's references, bonding, insurance and Contractor's license.
8. Provide recommendation to award project.

RESIDENT ENGINEER SERVICES

1. Assist City with public awareness and an information program to keep residents and local interests advised of project status, and impacts to traffic flow circulation.
2. Prepare special concerns to be presented at preconstruction conference.

3. Conduct meeting and prepare preconstruction conference minutes and distribute to attendees.
4. Review Contractor's safety program in consultation with City staff.
5. Monitor activities related to the project, such that the project is constructed pursuant to contract documents and in a timely fashion.
6. Log and process submittals, shop drawings, construction schedule, and detailed traffic control plan.
7. Closely review schedule and advise contractor to take action on schedule slippage.
8. Document Contractor's 20-day Notices, Mechanic's Liens, and Stop Notices.
9. Assume responsibility for coordination with inspection staff and City staff.
10. Monitor activities of engineering/architectural support, surveying, testing, and work by utilities or other agencies.
11. Monitor environmental mitigation measures full conformance.
12. Closely monitor ADA improvements and NPDES conformance.
13. Establish and attend weekly construction progress meetings to cover the following:
 - Resolve all old business issues to the maximum extent possible.
 - Address all items of new business as presented by any party.
 - Review project schedule and address any deviations.
 - Review submittal log in terms of items needed and resubmittals required.
 - List status of construction items recently undertaken or ongoing.
 - List planned construction items for following week.
 - Review Contractor's safety program.
14. Prepare minutes for the weekly construction progress meeting.
15. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts.
16. Respond and log contractor's Request for Information (RFI).
17. Assure that all questions, conflicts, and issues are immediately brought to City's attention and addressed, with appropriate directives to Contractor.

18. Coordinate review of questions by City officials and project design engineer and/or architect.
19. Conduct site meetings, where necessary, with Contractor and City staff to review job progress, scheduling, and coordination.
20. Provide value engineering on contract changes.
21. Attend project management and critical interface meetings.
22. Assist in negotiation and preparation of change orders, including memorandum of explanation. An immediate and thorough analysis of validity of all potential claims will be performed.
23. Monitor materials documentation and testing results and enforce corrections.
24. Prepare and obtain approval of progress payments, including verifying federal compliance status impact on payment.
25. Monitor preparation of punch list at substantial completion, and follow up.
26. Routinely review construction files to ensure conformance to agency standards and good construction management practice.
27. Ensure City received as-built set of drawings at completion.
28. Ensure that regulation compliance audits are complete and Contractor is clear on submission of all reports and documentation, prior to close out.
29. Assist City with Stop notices and Release of Retention.
30. Provide memorandum of clearance to issue Notice of Completion.
31. Prepare a complete set of original as-built drawings.

Construction Observation

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. Meet with City staff to review the scope of work and establish project schedules.
5. Attend preconstruction meeting.
6. Provide full-time construction observation of the work to monitor materials and methods towards compliance with plans, specifications, and contract documents, and address and document nonconforming items as they are discovered.
7. Observe Contractor's operation and production with respect to quality and progress, discuss discrepancies with the Contractor as they occur, and report to construction administrator and City.
8. Monitor Contractor's safety program on a daily basis.
9. Provide daily oversight and proactive measures to provide compliance with environmental mitigation measures.
10. Monitor compliance with Cal OSHA requirements and direct Contractor to provide compliance with local, state, and federal regulations, including but not limited to, Clean Air Act and Clean Water Act (NPDES).
11. Meet with the Contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.
12. Coordinate activities of engineering support and surveying.
13. Coordinate quality assurance testing by field and laboratory personnel that meet Quality Assurance Program requirements.
14. Coordinate Contractor's fieldwork with utility companies and other agencies.
15. Attend weekly job site meetings and other meetings with City staff, merchants, engineer, public relations personnel, Contractor, and construction administrator, as needed.
16. Photograph in color (35mm negatives) continuous property frontages along street alignment prior to construction and once immediately following construction. Place 3"x5" color prints in a three-ring binder and make available to Public Works during construction and submit the three-ring binder with photographs to the Public Works Department at completion of project.
17. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
18. Maintain detailed daily diary on construction progress.

19. Prepare weekly statement of working days, and submit to Contractor and City.
20. Prepare clear and concise letters and memorandums, as needed.
21. Maintain complete field file bound workbooks during construction on site, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation. File will be made available to City staff at all times.
22. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
23. Coordinate engineering support at response to construction clarification requests.
24. Assist public relations firm and City in establishing good relations with the surrounding neighborhood.
25. Analyze delays and review claims on a timely basis including immediate notification and consultation with the resident engineer and make recommendations to the City.
26. Review, evaluate, and discuss with the City, all requests for changes of work, including costs involved; prepare change orders, including provision of cover memorandum of explanation.
27. Maintain all data for change orders, and record information with regards to the time of dispute, time of notification by the Contractor, and action taken by the inspector.
28. Provide complete measurements and calculations documented to administer progress payments.
29. Prepare documentation for final payment to the Contractor
30. Maintain a set of red marked as-built plans and independently compare routinely with Contractor's set for same purposes. Ensure all corrections are shown on both sets.
31. Submit a clean set of plans marked in red for as-built corrections on record drawings.
32. Prepare punch list at substantial completion and follow up.

33. Recommend and schedule, with the City and applicable agencies, the final inspection. Prepare, distribute, and inspect corrections of the final punch list for completion and acceptance.
34. Prepare documentation for final payment to the Contractor.
35. Upon project completion, provide the finished set of project workbooks to the City.

Federal Labor Compliance

1. Obtain latest wage decision and log in verification with funding agency, as required.
2. Prepare labor compliance sections in bid documents in accordance with latest applicable regulations.
3. Submit bid documentation to appropriate agency for review and approval when needed.
4. Conduct pre-bid compliance conference and prepare minutes and attendance record thereof.
5. Check and update wage determination schedules published within ten (10) days of bid opening, and provide addendum to contract with required verification of receipt by bidders, as required, pursuant to Davis-Bacon Act.
6. Verify eligibility of contractor and subcontractors under Department of Labor regulations to perform work bid, and monitor work to allow for verification of eligibility of added subcontractors.
7. Attend preconstruction conference and prepare minutes and attendance record thereof.
8. Send all required notifications of intent to award bid and start construction to appropriate agencies.
9. Monitor compliance with labor laws, Clean Air Act, and Federal Water Pollution Control Act.
10. Verify posting of required labor information and posters and provide photographic evidence of same.
11. Conduct employee wage interviews at the job site at a frequency and quantity as required by applicable regulations. (Lists of employees or subcontractors on the

project each day required by funding agencies will be provided by field inspection personnel not included in this proposal).

12. Check weekly payroll forms and related documentation submitted by contractor and subcontractors for compliance with regulations, and prepare all payroll certification forms.
13. Check wage compliance in format showing method and calculation of verification to be filed with proposals.
14. Check and verify apprentice classifications and use, and equivalent service classifications and actual activity.
15. Complete all required labor compliance and EEO forms and submit to appropriate agencies in a timely manner.
16. Maintain files with all bids, contracts, bid spreadsheets, correspondence, submittals, forms, and other information pertaining to the project in chronological order with tabs indicating major activities.
17. Prepare and pursue wage discrepancy charges, including any appeals filed.
18. Receive, pursue, and document all complaints and actions taken.
19. Maintain regular communication between City and contractor regarding compliance with applicable regulations, with a base of "Certified Mail" letters, including all delinquent items, and coordinate with City staff for withholding payments.
20. Coordinate project file reviews by authorized county, state, or federal agencies.
21. Submit complete files of federal labor compliance to the City.

FEE

Our proposed fixed fees are as follows:

• Preliminary and Final Design	\$ 588,500
• Design Survey	28,500
• Geotechnical Engineering	44,600
• Hydrological/Hydraulic	9,500
• Environmental	28,390
• Utility Coordination	38,000
• Construction Survey	49,500
• Contract Administration	497,900
• Construction Observation	455,600
• Federal Labor Compliance	<u>76,000</u>

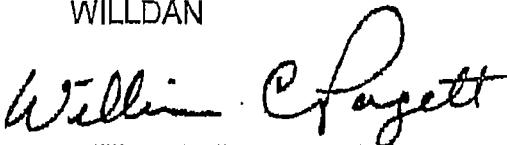
Total Proposed Fixed Fee \$ 1,816,490

The current estimated construction cost for the project is \$9 million. The total fee, excluding geotechnical engineering, hydrological/hydraulic, environmental, utility coordination, and federal labor compliance, is in conformance with that portion of the City's agreement with Willdan which pertains to design engineering services. The construction contract period is estimated to be 400 working days. Compensation for weekend construction and construction beyond the allocated working days and hours of the construction contract will be on time-and-materials basis.

If you have any questions regarding this proposal, please contact me at (562) 908-6214.

Respectfully submitted,

WILLDAN



William C. Pagett, P.E.
Senior Vice President



ROSEMEAD CITY COUNCIL STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

FROM: OLIVER CHI, CITY MANAGER *Oliver Chi*

DATE: DECEMBER 11, 2007

SUBJECT: APPROVAL OF MASTER AGREEMENT AND PROJECT/
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT WITH THE
DEL TERRA GROUP FOR THE GARVEY BRIDGE RECONSTRUCTION

SUMMARY

On August 9, 2007, the City Council approved the Del Terra Group as the City's construction manager for general capital projects and the Garvey Bridge Reconstruction Project. In doing so, the Council directed the City Attorney to negotiate terms and conditions for performing project management services. The attached contract agreements were negotiated by Garcia, Calderon, and Ruiz (GCR) and will authorize the Del Terra Group ("Del Terra") as the City's primary construction project manager for capital projects and the reconstruction of Garvey Bridge.

Staff Recommendation

Staff recommends that the City Council take the following actions:

1. Adopt the attached resolution approving the Master Agreement for Program and Construction Management Services with Del Terra Group.
2. Approve the attached Master Agreement for Program Management Services with Del Terra ("Master Agreement")
3. Approve the attached Project and Construction Management Services Agreement for Garvey Bridge at a not to exceed cost of \$149,820 ("Bridge Project Agreement") from unappropriated General Fund reserves.
4. Authorize the City Manager to take the necessary steps to execute the aforementioned agreements.

BACKGROUND AND ANALYSIS

Under the Master Agreement, Del Terra will be given responsibility for providing a variety of professional services to the City that are necessary to plan and manage the City's existing and future construction projects as well as other professional services and consulting services. The terms of the Master Agreement shall govern the parties'

rights and obligations, except to the extent that the terms of the Bridge Project Agreement conflict with the terms of the Master Agreement. In such event, the terms of the Bridge Project Agreement will control with respect to the Bridge Project. All terms not defined in the Bridge Project Agreement will have the meaning set forth in the Master Agreement.

Master Agreement for Program Construction Management Services

In July 2007, City issued a Request for Proposals ("RFP") for program and construction management support services in connection with the performance of program and construction management services for various City projects. On August 9, 2007, Del Terra submitted a response offering to provide all construction management services needed by City, which is described in greater detail in the Master Agreement for Program Management (Attachment 2, Exhibit A).

The City Council made the determination that Del Terra was the most qualified respondent to the City's RFP. Del Terra has expertise and experience in program management, construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project-scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of construction projects. Furthermore, Del Terra has affirmed that they would provide advice, assistance and management services for the completion of the projects in a timely, organized and efficient manner.

Bridge Project Management Agreement

In addition to ongoing project management services, the City issued a Request for Qualifications (the "RFQ") for project and construction management support services in connection with the Reconstruction of the Garvey Avenue Bridge over Rio Hondo Channel Project ("Bridge Project"). Del Terra submitted its Response to the RFQ on August 9, 2007. In its response to RFQ, Del Terra represented that it is a professional construction manager, qualified and capable of providing the services and work product contemplated by the City. After reviewing its proposal, staff has found that Del Terra has the necessary background and experience to provide services related to this project.

Currently, construction-related activities on the Bridge Project are already on-going under the supervision of the current project manager/construction manager, Willdan. The City, pursuant to the proposed Bridge Project Agreement, would retain the services of Del Terra to replace Willdan as the project manager/construction manager for the project.

Willdan will continue to be involved in this project due to their high level of involvement since the project's inception. However, they will participate in this project at the discretion of City staff and Del Terra. In addition, Willdan will continue to represent the City in this project as the City Engineer, ensuring compliance with City regulations and providing communication between project managers, the City, surrounding

communities, and other agencies.

LEGAL REVIEW

This staff report, the attached agreements, and related documents were prepared and approved by the City Attorney.

FISCAL IMPACT

The total funding approved for construction management services related to the Garvey Bridge Project was \$1,816,490. These services were funded by a variety of sources, including Federal Bridge Rehabilitation grants, Caltrans grants, and the City's Proposition C fund reserves. To date, there is approximately \$300,000 in remaining funds.

Under the Bridge Project agreement negotiated by GCR, Del Terra would begin billing the City for work their firm will do to complete construction of the Garvey Bridge. According to Del Terra's manpower projects (Attachment A), they estimate that management services for the Bridge Project will cost up to \$449,820.

Based on Del Terra's project cost estimates, the City Council will have to allocate an additional \$149,820 from unallocated general fund reserves to supplement the remaining \$300,000 in funding that has already been appropriated for the Bridge Project. It is important to note that the payment of the additional \$149,820 is a calculation for the worst case scenario. That is, the incremental cost of utilizing Del Terra's services to complete the Bridge Project could be as little as \$0 and as high as \$149,820. City staff will monitor the contract to ensure that the project is completed with as minimal a financial impact to the City as possible.

All other construction management functions for capital projects will be billed on a time and materials basis. City staff will monitor these costs and will program them into future capital projects budgets as needed.

Submitted by:

Bonnie Garcia
City Attorney

Attachments:

- A- Del Terra Manpower Projections for Bridge Project
 - B- Resolution
 - C- Master Agreement for Program and Construction Management Services
 - D- Project and Construction Management Services Agreement
-

CONTRACT CHANGE ORDER NO. 7

REV. NO. _____ SUPPL. NO. _____

AGENCY: City of Rosemead JOB NUMBER: 13565

PROJECT TITLE: Reconstruction of Garvey Bridge SHEET 1 OF 2 SHEETS

TO: REYES CONSTRUCTION, INC. CONTRACTOR

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Agency

Provide and install 32 expansion couplers required by the installation of the rigid conduits across the Garvey Avenue Bridge expansion joints.

For this work Reyes Construction, Inc. will be paid, as full and complete compensation, the amount of \$57,406.00.

ESTIMATED COST: Increase \$57,406.

The contract time will be increased by 5 working days.

Prepared By: R. Chong Resident Engineer 11-4-07
Signature - Rudy Chong Date

Recommended By: _____ Project Manager _____
Signature - Adel Freij Date

Approved By: Rey Alfonso City Engineer, City of Rosemead 11-14-07
Signature - Rey Alfonso Date

(OVER)

Attachment #4
1 of 18

CONTRACT CHANGE ORDER NO.: 7 REV. NO.: _____ SUPPL. NO.: _____

AGENCY: City of Rosemead JOB NUMBER: 13565

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date 11/4/07 Contractor Reyes Construction, Inc.

By:  Title Vice President
Ricardo Jimenez

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

2 of 2

REYES CONSTRUCTION, INC.

September 11, 2007

LTR No. 038

City of Rosemead
8838 E. Valley Boulevard
Rosemead, CA 91770

Attn: Rudy Chong, P.E.

Re: Reconstruction of Garvey Avenue Bridge over Rio Hondo Channel
City of Rosemead, Ca
Federal Project No. BRLS-5358 (006)

Subj.: Proposal for Installing Conduit Expansion Fittings


Dear Mr. Chong:

Transmitted herewith is our proposal in the amount of \$ 57,406.00 for costs associated with installing conduit expansion fittings per your direction. We are also requesting a five (5) day time extension for delay to the progress of the work.

Should you have any questions, please contact the undersigned.

Sincerely,

REYES CONSTRUCTION, INC.


Ricardo Jimenez
Project Manager

General Contractor • License No. 507561

1383 S. Signal Drive • Pomona, CA 91766 • Ph: (909) 622-2259 • Fax: (909) 622-3053
337 35th Street, Suite R • National City, CA 91950 • Ph: (619) 409-6966 • Fax: (619) 409-7090
www.reyesconstruction.com

3 of 10

PROJECT NAME: Reconstruction of Garvey Ave. Bridge Over Rio Hondo Channel
PROJECT LOCATION: City of Rosemead
DATE: 9/5/2007
PROPOSAL NO. 12

REVISED PROPOSAL

SCOPE OF WORK:

Remove installed conduits, cut and thread pipe, install threaded pipe, sawcut and break sidewalk, install expansion fittings, place sidewalk concrete, & reinstall conduits (Ph 2).

LABOR				
DESCRIPTION	QTY	UNIT	UNIT RATE	EXTENDED AMOUNT
Carpenter Foreman	7.5	hrs	59.16	\$ 443.70
Carpenter	22	hrs	55.96	\$ 1,231.12
Carpenter OT	3	hrs	78.71	\$ 236.13
Laborer	112	hrs	47.50	\$ 5,320.00
Laborer OT	25	hrs	63.47	\$ 1,586.75

EQUIPMENT				
DESCRIPTION	QTY	UNIT	UNIT RATE	EXTENDED AMOUNT
Tool Truck	45	hrs	\$ 19.09	\$ 859.05
Skytrak 10042 Telescopic Handler	4	hrs	44.19	\$ 176.76
Air Compressor (185 psi)	22	hrs	14.97	\$ 329.34
				\$ -

MATERIAL				
DESCRIPTION	QTY	UNIT	UNIT RATE	EXTENDED AMOUNT
Expansion Fittings and Other (See attached invoice)	1.00	LS	\$ 33,799.00	\$ 33,799.00
PVC Pipe	1.00	LS	\$ 513.11	\$ 513.11

SUBCONTRACTOR				
DESCRIPTION	QTY	UNIT	UNIT RATE	EXTENDED AMOUNT
Harrel Electric	1	LS	\$ 5,069.88	\$ 5,069.88
Concrete	2	cy	\$ 116.73	\$ 233.46

LABOR	8,817.70
20% MARK UP ON LABOR	1,322.66
EQUIPMENT	1,365.15
15% MARK UP ON EQUIPMENT	204.77
MATERIAL	34,312.11
15% MARK UP ON MATERIAL	5,146.82
SUBCONTRACTOR	5,303.34
10% FIRST 2K	200.00
5% EXCESS OF 2K	165.17
SUBTOTAL	56,837.71
1% BOND	568.38
TOTAL	\$ 57,406.09

49/10

8-14-07

REMOVED ZEA. 4" CONDUIT ALREADY INSTALLED IN SOUTH DECK TO MAKE ENOUGH ROOM FOR EXPANSION COUPLINGS.

ASCENCION 8 HRS.

SKYTRAK 2 HRS.

EDUARDO 8 HRS.

ADALBERTO 4 HRS.

EUGENEO 4 HRS.

JEROME 4 HRS.

* HARBELL ELECT. TOOK 2 1/2" 4" & 5" PIPE TO CUT & THREAD.

* PIPE WILL HAVE TO BE REINSTALLED ON STAGE 2!!

8-15-07

- HARBELL ELECT. CAME & INSTALLED CUT TO LENGTH CONDUITS @ EAST & WEST ENDS. 2 MEN 4 HRS +/-.

8-16-07

SAWCUT & BEGAN BREAKING SIDEWALK TO INSTALL EXPANSION COUPLINGS ON NORTH SIDE. (NW)

JEROME 9 1/2 HRS.

IR 185 COMPRESSOR 9 HRS.

ADAN 9 1/2 HRS.

JOB TRUCK

8-17-07 "A"

SAWCUT & BEGAN BREAKING SIDEWALK TO INSTALL EXPANSION COUPLINGS ON NE CORNER.

ADALBERTO 8 HRS.

IR 185 COMP 9 HRS

EDUARDO 8 HRS.

JOB TRUCK

JEROME 9 1/2 HRS

ADAN 9 1/2 HRS

5 of 10

8-17-07 "B"

BEGAN INSTALLING EXPANSION COUPLINGS ON CONDUIT.

ADALBERTO 9 1/2 HRS.

JOB TRUCK

EDUARDO 9 1/2 HRS.

8-18-07

COMPLETED BREAKING OUT REMAINING PORTION OF
SIDEWALK NE CORNER & INSTALLED REMAINING
EXPANSION COUPLINGS

ADALBERTO 8 HRS. O.T.

IR 185 COMP 4 HRS.

EDUARDO 8 HRS. O.T.

JOB TRUCK

8-20-07

INSTALLED BULKHEADS @ END OF SIDEWALK TO
BE RE-POURED NORTH SIDE, INSTALLED PVC SLEEVES
AROUND COUPLINGS NORTH SIDES. PLACED & FINISHED
2 CY. CONCRETE MIX #281. BEGAN BULKHEADS
ON SOUTH SIDES.

GUS 7 1/2 HRS.

JOB TRUCK

ALMARQUEO 9 1/2 HRS.

JOSE G. 9 1/2 HRS.

ROBERTO 2 HRS.

HECTOR 2 HRS.

* 2 CY. CONCRETE

40' 8" PVC

20' 6" PVC

~~8-21-07~~

6/18

8-21-07

SET BULKHEAD FOR SW END OF SEWERWALK.

JOSE G. 3 HRS.

ALMAQUIO 3 HRS.

Reinstall 2 conduits - Phase 2

28 Laborer Hrs

2 Skytrak Hrs

Harrell Enterprises, Inc.
dba Harrell Electric

5225 Canyon Crest Dr. PMB 71-290
Riverside, CA 92507
Lic. B C10 C16 436931
(951) 787-0390 - FAX: 787-8193

Invoice

DATE	INVOICE #
8/15/2007	2517

BILL TO
Reyes Construction 1383 S. Signal Dr. Pomona, CA 91766

SHIP TO
GARVEY AVE. BRIDGE CITY OF ROSEMEAD ATTN: RICARDO

P.O. NO.	TERMS
0612	

DESCRIPTION	AMOUNT
CHANGE ORDER #4, AS PER RICARDO NOT INCLUDED IN CONTRACT.	
AMOUNT DUE HARRELL ELECTRIC FOR PURCHASE OF EXPANSION JOINT CONNECTORS FOR ALL CONDUIT, AS PER YOUR REQUEST.	
EXPANSION JOINTS:	
1 EA. 5"	
12 EA. 4"	
4 EA. 2 1/2"	
3 EA. 2"	
NO THREAD CONNECTORS:	
4 EA. 5"	
2 EA. 2 1/2"	
1 2"	
PIPE NIPPLES:	
12 EA. 4" X 4"	
4 EA. 4" X 4"	
4 EA. 2 1/2" X 4"	
12 EA. 5" X 6"	
TOTAL COST MATERIALS:	33,799.20
Construction Coordination, Overhead & Profit	5,069.88
SEE MATERIAL INVOICES ATTACHED.	

Thank you for your business, James R. Harrell, Harrell Enterprises, inc.	Total \$38,869.08
---	--------------------------



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

000217**
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-8301



Date..... 08/15/2007
Customer No/Job No.. 271695/0017
Invoice No..... 8556869-00
Invoice Amt..... \$176.35
Cash Discount..... \$3.26
Ship to:
ROSEMEAD BRIDGE
CORNER OF GARVEY BLVD. &
ROSEMEAD
ROSEMEAD CA 91770

Return with remittance
Retain for your records

Table with 6 columns: Packing List, OS Sales, IS Sales, Customer I/O, W/H, Page. Values: 8556869, 133, TPB, NTC CONNECTORS, 01, 1

Main invoice table with 7 columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes line items for NTC connectors and a notice about moving.

Summary table with 4 columns: Description, Amount, Description, Amount. Totals: Subtotal 162.92, Tax 13.43, Invoice Total 176.35.

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3190

Date: 08/15/2007

Ship To: ROSEMEAD BRIDGE

Invoice No: 8556869-00

Handwritten signature/initials



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

000233**
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301

Date..... 08/21/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754322-04
Invoice Amt..... \$2,299.84
Cash Discout..... \$42.49

Ship to:
ROSEMEAD BRIDGE
OFF OF THE CORNER OF ROSEMEAD
BLVD. & GARVEY(BEHIND STRBKs)
ROSEMEAD CA 91770



Return with remittance
Retain for your records

Table with 5 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Values: 1754322, 133, RGC, EXPANSION FITTINGS, 17, 1.

Main invoice table with columns: Line, Description, Quantity, U/M, Unit Price, Amount. Line 1: ORIGINAL QUOTE # 8556921, OZ-G DX-500 5-IN EXPANSION JOI 2.0, 3, E, 708.187, 2,124.56.

Summary table with columns: Description, Amount. Includes Cash Discount (42.49), Subtotal (2,124.56), Tax Code/Rate (407 8.25, 175.28), Invoice Total (2,299.84).

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3190

Date: 08/21/2007 Ship To: ROSEMEAD BRIDGE Invoice No: 1754322-04



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

001016**001**005*****MIXED AADC 907
HARRELL ELECTRIC
PMB 71-290
6225 CANYON CREST DR
RIVERSIDE CA 92507-6301



Date..... 08/16/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754323-01
Invoice Amt..... \$10,679.87
Cash Discount..... \$169.41
Ship to:
HARREL/ROSEMEAD BRIDGE
8838 E VALLEY BLVD
ROSEMEAD CA 91770

Drawn with remittance
Retain for your records

Table with 6 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Row 1: 1754323, 133, RGC, 5" FITTING BALANCE, 17, 1

Main invoice table with 7 columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes items for liquidators and fittings.

WALTERS RIVERSIDE WILL BE MOVING IN LATE AUGUST TO 1880 SPRUCE ST, RIVERSIDE.

Summary table with 4 columns: Description, Amount, Description, Amount. Includes Cash Discount, Subtotal, Tax Code/Rate, and Invoice Total.

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3190

Date: 08/16/2007 Ship To: HARREL/ROSEMEAD BRIDGE Invoice No: 1754323-01

Handwritten signature/initials



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

000217**
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301

Date..... 08/16/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754322-01
Invoice Amt..... \$2,565.51
Cash Discount..... \$47.40

Ship to:
ROSEMEAD BRIDGE
OFF OF THE CORNER OF ROSEMEAD
BLVD. & GARVEY(BEHIND STRBKs)
ROSEMEAD CA 91770



Return with remittance
Retain for your records

Table with 5 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Values: 1754322, 133, RGC, EXPANSION FITTINGS, 17, 1

Main invoice table with columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes items for expansion joints and a moving notice.

Summary table with columns: Description, Amount. Includes Cash Discount, Subtotal, Tax Code/Rate, and Invoice Total.

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3196

Date: 08/16/2007

Ship To: ROSEMEAD BRIDGE

Invoice No: 1754322-01

Handwritten signature/initials



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

000972**001**005*****MIXED AADC 907
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301

Date..... 08/17/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754513-01
Invoice Amt..... \$2,599.09
Cash Discount..... \$48.02
Ship to:
HARREL/ROSEMEAD BRIDGE
8838 E VALLEY BLVD
ROSEMEAD CA 91770



Return with remittance
Retain for your records

Table with 6 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Row 1: 1754513, 133, TPE, MISSING 4" FITTINGS, 17, 1

Main invoice table with 7 columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes line items for expansion joints and a notice about moving.

Summary table with 4 columns: Description, Amount, Description, Amount. Includes Cash Discount, Subtotal, Tax Code/Rate, and Invoice Total.

Walters Wholesale Electric Co. - 2825 Temple Avenue, Signal Hill, CA 90755 - (562) 988-3100 - Fax (562) 988-3190

Date: 08/17/2007

Ship To: HARREL/ROSEMEAD BRIDGE

Invoice No: 1754513-01

Handwritten signature/initials



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

000217**
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301



Date..... 08/16/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754322-02
Invoice Amt..... \$12,593.66
Cash Discount..... \$232.67
Ship to:
ROSEMEAD BRIDGE
OFF OF THE CORNER OF ROSEMEAD
BLVD. & GARVEY(BEHIND STRBKs)
ROSEMEAD CA 91770

Return with remittance
Retain for your records

Table with 6 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Values: 1754322, 133, RGC, EXPANSION FITTINGS, 17, 1

Main invoice table with 7 columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes line items 1-6 and a note about moving to 1880 Spruce St, Riverside.

Summary table with 4 columns: Description, Amount, Description, Amount. Includes Cash Discount, Subtotal, Tax Code/Rate, and Invoice Total.

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3190

Date: 08/16/2007 Ship To: ROSEMEAD BRIDGE Invoice No: 1754322-02

Handwritten signature/initials



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

000233**
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301



Date..... 08/17/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754322-03
Invoice Amt..... \$2,299.84
Cash Discount..... \$42.49

Ship to:
ROSEMEAD BRIDGE
OFF OF THE CORNER OF ROSEMEAD
BLVD. & GARVEY(BEHIND STRBKs)
ROSEMEAD CA 91770

Return with remittance
Retain for your records

Table with 5 columns: Picking List, OS Sales, IS Sales, Customer P/O, W/II, Page. Row 1: 1754322, 133, RGC, EXPANSION FITTINGS, 17, 1

Main invoice table with columns: Line, Description, Quantity, U/M, Unit Price, Amount. Line 1: ORIGINAL QUOTE # 8556921, OZ-G DX-500 5-IN EXPANSION JOI 2.0, 3, E, 708.187, 2,124.56

Summary table with columns: Description, Amount. Includes Cash Discount (42.49), Subtotal (2,124.56), Tax Code/Rate (407 8.25), Invoice Total (2,299.84)

Walters Wholesale Electric Co. - 2825 Temple Avenue, Signal Hill, CA 90755 - (562) 988-3100 - Fax (562) 988-3190

Date: 08/17/2007

Ship To: ROSEMEAD BRIDGE

Invoice No: 1754322-03

Handwritten signature/initials



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

001016**001**005*****MIXED AADC 907
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301

Date..... 08/16/2007
Customer No/Job No.. 271895/0017
Invoice No..... 1754343-00
Invoice Amt..... \$52.97
Cash Discout..... \$.98

Ship to:
HARRELL ELECTRIC
CORNER OF ROSEMEAD & GARVEY
BEHIND THE STARBUCKS
ROSEMEAD CA 91770



Return with remittance
Retain for your records

Table with 5 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Row 1: 1754343, 133, RGC, X 4" GAL NIP, 17, 1

Main invoice table with columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes items for CONDUIT 4X4-GALV-NIP, 2X4-GALV-NIP, and 2-1/2X4-GALV-NIP.

WALTERS RIVERSIDE WILL BE MOVING IN LATE AUGUST TO 1880 SPRUCE ST, RIVERSIDE.

Summary table with columns for Cash Discount, Subtotal, Tax Code/Rate, Invoice Total, and Amount. Total amount: 52.97

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3190

Date: 08/16/2007

Ship To: HARRELL ELECTRIC

Invoice No: 1754343-00



WHOLESALE ELECTRIC CO.

Please Remit To: P.O. Box 91929, Long Beach, CA 90809-1929

001016**001**005*****MIXED AADC 907
HARRELL ELECTRIC
PMB 71-290
5225 CANYON CREST DR
RIVERSIDE CA 92507-6301



Date..... 08/16/2007
Customer No/Job No.. 271695/0017
Invoice No..... 1754343-01
Invoice Amt..... \$ 522.07
Cash Discout..... \$ 9.64
Ship to:
HARRELL ELECTRIC
CORNER OF ROSEMEAD & GARVEY
BEHIND THE STARBUCKS
ROSEMEAD CA 91770

Return with remittance
Retain for your records

Table with 6 columns: Packing List, OS Sales, IS Sales, Customer P/O, W/H, Page. Row 1: 1754343, 133, RGC, X 4" GAL NIP, 17, 1

Main invoice table with columns: Line, Description, Quantity, U/M, Unit Price, Amount. Includes items for CONDUIT 4X4-GALV-NIP and CONDUIT 5X6-GALV-NIP.

WALTERS RIVERSIDE WILL BE MOVING IN LATE AUGUST TO 1880 SPRUCE ST., RIVERSIDE.

Summary table with columns for Cash Discount, Subtotal, Tax Code/Rate, Invoice Total, and a note about 1% per month service charge.

Walters Wholesale Electric Co. • 2825 Temple Avenue, Signal Hill, CA 90755 • (562) 988-3100 • Fax (562) 988-3196

Date: 08/16/2007

Ship To: HARRELL ELECTRIC

Invoice No: 1754343-01

Handwritten note: 17 of 18

Ricardo Jimenez

From: Gustavo Anaya [ganaya@reyesconstruction.com]
Sent: Tuesday, August 21, 2007 10:06 AM
To: 'Ricardo Jimenez'
Subject: PVC Pipe Pricing

Ricardo,

The following materials were ordered from Western Water Works:

Item #1 6" PVC pipe w/ min. I.D. of 5.00" Total ordered-20 LF Price-\$5.30 per LF

Item #2 8" PVC pipe w/ min. I.D. of 7.97" Total ordered-40 LF Price-\$9.20 per LF

The total for the both items is \$513.11, tax included. Prices were provided verbally by Sales Rep. Joe Moreno. Let me know if you have any questions. Thank you.

Sincerely,

Gustavo Anaya



REYES CONSTRUCTION COMPANY

13877 Signal Dr.
Pomona, CA 91766
Tel. (909) 622 2259
Fax. (909) 622 3053
Cel. (909) 322 9516
www.reyesconstruction.com

8/21/2007

