NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, December 02, 2014
3:30 PM

HEARING(S)

3:35 P.M. - PUBLIC HEARING - TO RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - CITY WIDE TREE PLANTING PROJECT (Renea Ferrell - Grants Manager and Mr. Sotelo - Trimming Land Company (TLC)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

2. NOVEMBER 18, 2014

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

3. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

   APPOINTMENT TO PERSONNEL BOARD - Charlene Anderson

CITY MANAGER'S REPORT

4. AN UPDATE ON THE DISPOSITION STATUS OF CERTAIN AGENCY-OWNED PROPERTIES LOCATED AT 1950 NORTH CENTRAL AVENUE, 930 WEST COMPTON BOULEVARD, 1436 WEST COMPTON BOULEVARD AND 16208 S. ATLANTIC AVENUE (Presentation/Receive/File)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LABOR NEGOTIATOR
   Agency negotiator: City Manager
   Employee organization(s) Compton Firefighters, Local 2216
   Compton Management Employees Association
   Pursuant to California Government Code Section 54957.6

   CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   One (1) Potential Case
   Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENEWING THE COMPTON COMMUNITY CENTER SPECIAL EVENTS POLICY

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEAR 2014-2015

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF LONG BEACH, INCLUDING ANY NECESSARY AMENDMENTS THERETO, FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET REHABILIATION PROJECT FOR ARTESIA BOULEVARD, FOR AN ESTIMATED TOTAL CONTRACT AMOUNT OF $131,336

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO WILLDAN ENGINEERING FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ASPHALT SERVICE REPAIR AGREEMENT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR URGENT POTHOLE REPAIR SERVICES WITHIN THE CITY OF COMPTON ($200,000)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, December 09, 2014 @ 5:45 PM.

Visit our website at http://www.comptoncity.org

View Meetings Live at mms://livemedia.comptoncity.org:8080

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **CITY WIDE TREE PLANTING PRESENTATION**

<ManagersName> **<ManagersDate>**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

<LegalName> **<LegalDate>**
CITY ATTORNEY DATE

<ControllerName> **<ControllerDate>**
CITY CONTROLLER DATE

<CityManager> **<CityManagerDate>**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

NOVEMBER 18, 2014

The City Council meeting was called to order at 3:40 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Willie Jones. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Pro-Tem Willie Jones.

ROLL CALL

Council Members Present: **Zurita, Arceneaux, Jones**
Council Members Absent: **Galvan*, Brown**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, petitioned the City to be steadfast in its implementation of the city-wide camera surveillance system. He also asked that the City Manager to publicly address any plans to purchase the property located at 401-409 North Alameda for the purposes of adding more affordable senior housing complexes. He also announced the December 7, 2014 deadline to make changes to Medicare healthcare plans.

Benjamin Holifield, Compton resident, commended the City Council for their efforts to solicit developments that create value for the City. He went on to ask that the City monitor the hiring process to ensure that at least thirty percent of those working on construction developments are Compton residents. He also proposed that the City hire local youths to fill potholes on Central Avenue. He further proposed that brickyard developers be sought to assist in street repair.

Roberto, Latino business owner, accused Benjamin Holifield of restricting their business operations, painting the curbs red, and falsifying complaints to law enforcement.

Councilperson Galvan affirmed that this type of behavior is not indicative to Mr. Holifield's character and asked that this issue be investigated.

Lorraine Cervantes, Compton resident, insisted the City take immediate action on people violating the City's laws and penal codes. She also asked that the meeting be adjourned in memory of Patricia Hooper's niece, Paula Hooper. She further expounded on Michael Turner's five-year suspension from the NAACP Compton branch and his efforts to call an illegal meeting and election for non-members.

Gerald Pickens, CBATS coach, invited the community to participate in a "Demonstration Cricket Match" to be held Saturday, November 22, 2014 at Jackie Robinson stadium beginning at 10 a.m. He also announced the return of CBATS at Jackie Robinson stadium.

Councilperson Zurita asked Mr. Pickens if he was able to secure the use of the stadium. Mr. Pickens indicated that they are currently in the process of seeking sponsors to pay the $245 fee to utilize the facility, as well as addressing the work needed to facilitate stadium restrooms and locker rooms.

Councilperson Zurita requested the number of Compton residents on the cricket team. Mr. Pickens remarked that 11 of the 14 players are Compton residents.

Councilperson Zurita asked the City Manager to waive the $245 fee to utilize the stadium.

City Manager Duffey directed Mr. Pickens to submit a request to waive the fees in writing.

Councilperson Zurita also asked that the City ensure the restroom and locker room facilities are ready for use.

Sharon Johnson, Compton Library manager, announced a collaborative effort between the Compton Library and Black Women for Wellness to host a "Covered California Open Enrollment Event" through the end of the year every Saturday from 10 a.m. to 3 p.m. at the Compton Library. For more information, contact Sandy Cook at (323) 290-5955.

Michael Turner, Compton resident, announced the election of Omar Bradley as the new president of the Compton NAACP Branch. He also acknowledged Councilperson Zurita and Councilperson Galvan's participation in the election. He further asked that Councilperson Galvan confirm or deny winning a counter-claim of $30,000 in a court case wherein a business owner sued him for $10,000.

Councilperson Galvan confirmed that he was awarded $30,000 in a counter-claim but told the judge that he did not want the money, only a simple apology from the gentleman.

Joyce Kelly, Compton resident, congratulated Jefferson Elementary school principal Mario Marcos for receiving the 2014 Terrell H. Bell Award. She went on to suggest that the City expend funds on projects focused on fixing the City's streets. She went on to doubt Mayor Brown's comments last week wherein she indicated that she was issued a "fellow."

Lynn Boone, Compton resident, asked the City Manager if funds within his budget would be used to pay for overtime for the Compton Christmas parade. She further petitioned the City Council to vote no on Item No. 3 due to an excessive use of consultants and lack of benefits to the City.

Mayor Pro-Tem Jones recognized Los Angeles County Sheriff Captain Johnson.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION FOR FIREFIGHTER DONALD, "CHIEF" CHARLES COLEMAN AND FIRE EXPLORERS (Council Member Janna Zurita)

Firefighter Donald, Coordinator of Post 19 Compton Fire Department Explorer program, invited youth between the ages of 14 and 21 to learn how to become firefighters every Saturday from 9 a.m. to 1 p.m. at the Fire Training Center located at 1133 West Rosecrans.

Councilperson Zurita recognized honorary Explorer Chief Coleman for his many years of service to the Compton community.

The following Fire Explorers were recognized with certificates of recognition: Explorer Benitez, Explorer Betincio, Explorer Wiseman, Explorer Salas, Explorer Crenshaw, Explorer Sanchez, and Explorer and Senior Advisor James.

CONSENT AGENDA

On motion by Zurita, seconded by Arceneaux, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones
NOES: Council Members - None
ABSENT: Council Members - Galvan, Brown

APPROVAL OF MINUTES

2. OCTOBER 28, 2014 **(Approved)**

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORTS - There were no City Manager Reports.

CITY ATTORNEY'S REPORTS - There were no City Attorney Reports.

***Councilperson Galvan entered the meeting at 4:45 p.m.**

UNFINISHED BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NATIONAL RESOURCE NETWORK (NRN) AND AMEND THE CITY MANAGER'S OFFICE 2014-2015 FISCAL YEAR BUDGET TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE WHITE HOUSE'S "STRONG CITIES, STRONG COMMUNITIES" PROGRAM.

It was motioned by Zurita, seconded by Arceneaux, for discussion.

Councilperson Galvan inquired about the need to exact a $70,000 contract with this organization when the City has a contract with federal and state lobbyists and a grants manager to solicit and access federal and other government programs.

City Manager Duffey acknowledged the responsibilities of the City's lobbyists and grants manager and explained that this organization's proposal is to provide an assessment on the City's financial condition and how they can access different types of federal funding.

Councilperson Zurita requested the length of the contract. City Manager Duffey remarked that all contract services should be completed near the end of February 2015.

Mayor Pro-Tem Jones stated that he had the opportunity to meet with members of the National Resource Network and was impressed with their background and proposal to help redevelopment the City of Compton.

Councilperson Galvan questioned why the City continues to pay for consultants, a grants department, and lobbyists, when there are potholes and trash in the streets.

Councilperson Galvan and City Manager Duffey entered into a dialogue concerning a waste of the City's resources with regard to the current condition of the City.

On motion by Zurita, seconded by Arceneaux, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NATIONAL RESOURCE NETWORK AND AMEND THE CITY MANAGER'S OFFICE 2014-2015 FISCAL YEAR BUDGET TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE WHITE HOUSE'S "STRONG CITIES, STRONG COMMUNITIES" PROGRAM"** failed for a lack of a majority vote, by the following vote on roll call:

AYES: Council Members - Jones
NOES: Council Members - Zurita, Galvan, Arceneaux
ABSENT: Council Members - Brown

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER ($30,000) TO HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS FOR THE UPGRADES TO AND MAINTENANCE OF SECURITY CAMERAS AND EQUIPMENT AND MONITORING OF ALARM SYSTEMS AT VARIOUS CITY FACILITIES

Councilperson Zurita requested the status of this project on behalf of the citizens.

Jon Thompson, Fire Chief, maintained that the project is well underway and that a presentation is scheduled for the November 25th City Council meeting. In addition, this particular resolution pertains to the integration of the Dollarhide Community Center, Transit Center and upgrades in City Hall.

Councilperson Arceneaux requested an overview on the amount of coverage included in this camera system. Fire Chief Thompson affirmed that all of the City's parks, Alondra Boulevard, and various intersections are covered within this camera system.

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,039** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER ($30,000) TO HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS FOR THE UPGRADES TO AND MAINTENANCE OF SECURITY CAMERAS AND EQUIPMENT AND MONITORING OF ALARM SYSTEMS AT VARIOUS CITY FACILITIES"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones
NOES: Council Members - None
ABSENT: Council Members - Brown

APPROVAL OF WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Arceneaux offered the following communications/announcements:

- Made mention of the water inspection trip to Oroville California over the weekend wherein information was shared regarding California's drought, low levels of water storage and the threat to the way food is grown.

Councilperson Galvan offered the communications/announcements:

- Requested an evaluation of the City's Manager's performance as it relates to current projects and accomplishments.

- Stated that as the only Latino on the City Council he is regularly disrespected by the City Manager when making comments, inquiries, and requests beginning with the day he was elected to this City Council.

    - City Manager Duffey disputed the claims made by Councilperson Galvan and commented that he wants to make certain his Latino wife does not feel as though he is treating Mr. Galvan unfairly; that he simply tried to convey his thoughts to him as to how things are accomplished when plans and strategies are in place.

- Affirmed that a man that has not implemented his plan makes excuses and that he wonders if Mr. Duffey would disrespect and ignore his Latina wife's phone calls, texts, and projects if she was the first Latino elected to the City Council.

    - **Councilperson Zurita** asked that order be restored in the Council Chambers.

    - **Mayor Pro-Tem Jones** asked that Councilperson Galvan and City Manager Duffey try to work out their differences.

- Asked the City Council to support him and take his concerns to heart.

Councilperson Zurita offered the following communications/announcements:

- Proposed that the City expend its resources on projects related to pavement management.

- Recognized the Compton Unified School District, Tibby Elementary School and Jefferson Elementary School on their National Blue Ribbon awards.

- Gift for Guns event will be held Saturday, December 6, 2014 from 9 a.m. to 2 p.m. at the Lennox Station located at 11407 South Western Avenue. Food4Less and Target gift cards will be offered with no questions asked.

- First District Townhall meeting will be held Wednesday, November 19, 2014 at Gonzales Park from 6 p.m. to 7:30 p.m. For more information call (310) 605-6578.

Mayor Pro-Tem Jones offered the following communications/announcements:

- Fourth District Annual Turkey Giveaway will be held Monday, November 24, 2014 at the Major League Baseball Academy at Compton College from 9 a.m. to 1 p.m. One turkey will be provided per household. For more information please call (310) 605-5662.

- Free Real Estate Workshop will be held Wednesday, December 10, 2014 in the Council Chambers at 8 a.m.

- Compton Gateway Towne Center Chipotle Turkey Giveaway Fundraiser will be held Thursday, November 20, 2014 from 4 p.m. to 8 p.m.

Meeting adjournments
Paula Hooper

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 5:27 p.m. in memory of **Paula Hooper**, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones
NOES: Council Members - None
ABSENT: Council Members - Brown

_____ _____

City Clerk of the City of Compton **Mayor of the City of Compton**

DATE: **DECEMBER 2, 2014**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **DR. KOFI SEFA-BOAKYE, MANAGER**

SUBJECT: **AN UPDATE ON THE DISPOSITION STATUS OF CERTAIN AGENCY-OWNED PROPERTIES LOCATED AT 1950 NORTH CENTRAL AVENUE, 930 WEST COMPTON BOULEVARD, 1436 WEST COMPTON BOULEVARD AND 16208 S. ATLANTIC AVENUE**

SUMMARY

In accordance with dissolution of the Redevelopment Agency on February 1, 2012 per AB **26/1484 (Dissolution Act)** the City Council adopted Resolution No. 23,498 which allowed the City to serve in the capacity of Housing Successor which empowered the Council to retain the housing assets and housing functions of the former Redevelopment Agency Successor Agency. On June 30, 2014, the Board of Directors of the Successor Agency pursuant to AB 1484 authorized the transfer of several Agency-owned parcels from the Successor Agency to the Housing Successor to facilitate the sale and development of affordable housing developments to interested and committed developers.

STATEMENT OF THE ISSUE

For the past several months, staff has been conducting exclusive negotiating with Council-approved developers including City Ventures, Trademark, and Osborne to cause the disposition and development of affordable housing projects located at 1950 North Central Avenue, 930 West Compton Boulevard, 1436 West Compton Boulevard and 16208 South Atlantic Ave. Public Hearings on the Purchase and Sale Agreements regarding the proposed developments are scheduled for December 9, 2014. This memo is an update the Board on the status of the Purchase and Sale Agreements.

1950 NORTH CENTRAL AVENUE- CITY VENTURES

Pursuant to Resolution#29 (dated September 17, 2013) the Board of Directors of the Successor Agency approved a proposal from City Ventures and directed staff to negotiate with City Ventures, the terms of a Purchase and Sale Agreement, certain Successor Agency owned parcel located at 1950 N. Central Avenue in the City of Compton to develop affordable housing for moderate income homebuyers. The total site area ("Site") is approximately 131,987 square feet (3.03 acres). City Ventures will develop Twenty Four (24) single family homes on the site, along

with all required driveways, parking stalls, and landscaping requirements required by the Planning and Building Department of the City of Compton. The homes will be sold at affordable sales prices to income qualified homebuyers with a Moderate Income level between 80% to 120% low-moderate incomes. A 45-year affordability covenant will be placed on the affordable units.

The Developer will provide to the City, a letter of commitment from a Direct Lender to make and fund a Loan (direct and indirect cost) to the Developer prior to the Escrow Closing Date. Staff is currently finalizing exclusive negotiations with the developer to consummate development agreement conducive to the economic development goals of the City (local hiring, affordable housing and tax base). A public Hearing on the Purchase and Sale Agreement is scheduled for December 9, 2014.

930 WEST COMPTON BOULEVARD- CITY VENTURES

Pursuant to Resolution#29 (dated September 17, 2013) the Board of Directors of the Successor Agency approved a proposal from City Ventures- a prestigious developer- to negotiate with the Agency for the purchase of certain Agency owned parcel located at 930 W. Compton Boulevard in the City of Compton. The developer will construct Twenty Five (25) single family homes on site of approximately 106,722 square feet (2.45 acres) including all required driveways, parking stalls, and landscaping requirements on a. required by the Planning and Building Department of the City of Compton. The home will be sold at affordable sales price to income qualifying first time homebuyers (eligible income is between 80% and 120%). A 45-year affordability covenant will be placed on the affordable units. Staff is currently finalizing exclusive negotiations with the developer to consummate development agreement conducive to the economic development goals of the City (i.e., local hiring, affordable housing and tax base). A public Hearing on the Development is scheduled for December 9, 2014.

1436 WEST COMPTON BOULEVARD- TRADEMARK

Pursuant to Resolution#27 (dated September 10, 2013) the Board of Directors of the Successor Agency approved a proposal from Trademark Development Company, LLC (Developer), to negotiate with the Agency for the purchase of certain Agency owned parcel located at 1400 – 1436 W. Compton Boulevard in the City of Compton. Trademark is a San Gabriel Valley-based real estate development company, which was formed to take advantage of the numerous development opportunities in the Southern California infill housing market. The company specializes in the design, construction, and sale of new homes to entry-level, first time move-up, and move-down homebuyers.

The developer will construct eighteen (18) detached single-family homes with an average 1,400 square footage floor plan on 1.48 acres along with required driveways, parking stalls, and landscaping requirements required by the Planning and Building Department of the City of Compton. The home will be sold at affordable sales price to income qualifying first time homebuyers (eligible income is between 80% and 120%). A 45-year affordability covenant will be placed on the affordable units. Staff is currently finalizing exclusive negotiations with the developer to consummate development agreement conducive to the economic development goals

of the City (i.e., local hiring, affordable housing and tax base). A public Hearing on the Purchase and Sale Agreement is scheduled for December 9, 2014.

16208 ATLANTIC AVENUE - OSBORNE

Pursuant to Resolution#25, dated July 13, 2013, the Board of Directors of the Successor Agency approved the proposal from Osborne Building and Development to negotiate with the Agency for the purchase of certain Agency owned parcel located at 16208-16216 S. Atlantic Avenue to develop thirteen (16) detached townhome units. The homes will be sold at affordable levels to income qualifying homebuyers (Income level is between 80% and 120% of LA median income). Projected price points for the units range from $215,000 - $255,000. The Developer has committed to sell all sixteen (16) units at an affordable price to moderate-income individuals/families. A 45-year affordability covenant will be placed on the affordable units. Staff is currently finalizing exclusive negotiations with the developer to consummate development agreement conducive to the economic development goals of the City (local hiring, affordable housing and tax base). A public Hearing on the Purchase and Sale Agreement is scheduled for December 9, 2014.

RECOMMENDATION

That this report be received and filed.

DR. KOFI SEFA-BOAKYE
MANAGER

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

#4.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Community Redevelopement**

RESOLUTION TITLE: **AN UPDATE ON THE DISPOSITION STATUS OF CERTAIN AGENCY-OWNED PROPERTIES LOCATED AT 1950 NORTH CENTRAL AVENUE, 930 WEST COMPTON BOULEVARD, 1436 WEST COMPTON BOULEVARD AND 16208 S. ATLANTIC AVENUE (Receive/File)**

Kofi Sefa-Boakye — **11/25/2014 1:11:18 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Craig Cornwell — **11/26/2014 8:14:34 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **11/26/2014 1:28:22 PM**
CITY CONTROLLER — DATE

G. Harold Duffey — **11/26/2014 10:48:20 AM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

December 2, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENEWING THE COMPTON COMMUNITY CENTER SPECIAL EVENTS POLICY

SUMMARY:

The City Council will consider adopting a Resolution authorizing the City Manager to renew; through the City's insurance broker, AON Risk Insurance Services; the Compton Community Center Special Events policy for 2014-2015.

BACKGROUND:

Through our insurance broker, AON Risk Insurance Services, the City of Compton maintains various policies of insurance coverage. The Compton Community Center hosts various classes such as pottery, aerobics, line dancing and events such as the Black History program, Father and Mother's day programs and other seasonal events. The City's Community Center Special Events policy covers liability for events held at the Community Center, as outlined above. Also, with advance notice, other events may be added to the policy if they fall within the parameters established by the insurance underwriters. The City's current Community Center Special Events policy extends from 12-05-13 to 12-04-14.

STATEMENT OF ISSUE:

It is routine for municipalities to maintain the type of insurance coverage described above to protect all municipal interests. The current Community Center Special Events policy is due for renewal on 12-05-14 and will extend until 12-05-15. The City's broker, AON Risk Insurance Services, has been able to secure pricing that continues the premium at an almost flat rate.

FINANCIAL IMPACT:

The Compton Community Center Special Events insurance premium for 12-05-14 to 12-05-15 is $5,800.00. Funds for the renewal of this policy have been allocated in the 2014-2015 Fiscal Year Budget of the City Attorney's Office budget in Account No. 6400 420 000 4268.

ALTERNATIVE:

Failure to pay the insurance premium will result in cancellation of the above insurance policy leaving the City exposed and fully liable for any acts, omissions and incidents that this policy covers.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution.

MONICA TURNER
RISK MANAGER

CRAIG CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENEWING THE COMPTON COMMUNITY CENTER SPECIAL EVENTS POLICY

WHEREAS, the City is insured for various types of insurance, including the Compton Community Center Special Events policy, through the City's broker, AON Risk Insurance Services Crime; and

WHEREAS, the insurance policy expires on December 5, 2014, thus it is vital to renew this policy in order to continue the protections afforded thereby; and

WHEREAS, AON Risk Insurance Services has been effective in securing coverage that keeps pricing flat; and

WHEREAS, the cost to renew coverage for the Compton Community Center Special Events policy from 12-05-14 to 12-05-15 will be $5,800.00..

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is authorized to renew the Compton Community Center Special Events insurance policy for 2014-2015 (December 5, 2014 - December 5, 2015):

SECTION 2. That the City Manager is authorized to issue a purchase order(s) to Aon Insurance Services for payments for renewal of said insurance policy in the amount of $5,800.00.

SECTION 3. That funds are available in the 2014-2015 Fiscal Year budget Account No. 6400 420 000 4268.

SECTION 4. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Controller and the City Clerk.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to this Resolution.

ADOPTED this _____day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Risk Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENEWING THE COMPTON COMMUNITY CENTER SPECIAL EVENTS POLICY**

Ruth Rugley	**11/25/2014 7:26:40 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/26/2014 2:55:56 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/26/2014 1:27:35 PM**
CITY CONTROLLER	DATE
Johnny Ford	**11/25/2014 10:40:47 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

December 2, 2014

TO: HONORABLE MAYOR CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEARS 2014-2015 AND 2015-2016**

SUMMARY:

The City Council will consider adopting a Resolution which will authorize the City Attorney to establish legal services retainer agreements, to be executed by the City Manager for Fiscal Year 2014-2015 with the law firms of Atkinson, Andelson, Loya, Rudd & Romo; Gonzalez Saggio & Harlan, LLC; Richard Watson and Gershon; Sanders Roberts & Hewett, LLP; Liebert Cassidy Whitmore.

BACKGROUND:

Pursuant to Section 702 of the Compton City Charter, over the years the Council has exercised its discretion to employ outside legal counsel to assist the City and the Office of the City Attorney by retaining the services of various law firms to provide consultation and representational services on matters which may require specific expertise, to act in lieu of the City Attorney's Office in the presence of conflicts, and to work jointly with the City Attorney's Office on specific projects.

STATEMENT OF THE ISSUE:

While the Office of the City Attorney employs very competent and well-rounded attorneys, occasionally the City is faced with legal matters that involve very complex issues that invoke constantly evolving judicial decisions and legal consequences which necessitate attorneys with highly specialized legal training and experience, in addition to occasional situations that present a conflict for representation by in-house attorneys.

The City Attorney's Office anticipates that, in addition to general consultation and representational services, the services of the following law firms may be required on an "as-needed" basis during the 2014-2015 Fiscal Year:

- Atkinson, Andelson, Loya, Rudd & Romo (Cerritos) – legal advice to Personnel Board regarding disciplinary matters (conflict of interest relief)

- Gonzalez Saggio & Harlan, LLC (Los Angles) – complex litigation, conflict of interest relief, investigations

- Richards Watson & Gershon (Los Angeles) – municipal affairs, bond counsel and complex litigation

- Sanders Roberts & Jewett, LLP (Los Angeles) – complex litigation, conflict of interest relief

- Llebert Cassidy Whitmore (Los Angeles) – Employment Training Workshops, Employment related Investigations; Personnel Administration

FISCAL IMPACT:

Utilization of the services of any of the above-identified law firms will be on an "as-needed" basis only during the fiscal year at an hourly rate of not more than $325.00 per hour.

There is no additional fiscal impact to the fiscal year budget. Funds are available for payment of services that may be rendered pursuant to the retainer agreements in the 2014-2015 Fiscal Year budget in Account Number 1001 420 000 4261 and an allocation will be made in Fiscal Year budget 2015-2016.

RECOMMENDATION:

It is the recommendation of this office that the attached Resolution be adopted.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEARS 2014-2015 AND 2015-2016

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to employ outside attorneys to assist the City and the Office of the City Attorney in the handling of the legal business of the City; and

WHEREAS, over the years the City has retained the services of various outside law firms to assist the City and the City Attorney's Office with specific cases, in specialized areas of the law and in matters where representation by in-house attorney present a conflict of interest; and

WHEREAS, the City has identified the need to secure expert legal consulting and advocacy services to assist the City and the Office of the City Attorney on an "as-needed" basis with specialized issues and projects, including but not limited to complex litigation, investigations, municipal affairs, bond counsel, legal counsel when a potential conflict of interest exist with in-house counsel and other needs of the City; and

WHEREAS, funds to cover the cost of legal services rendered pursuant to the retainer agreements are available in the 2014-2015 Fiscal Year budget in Account No. 1001 420 000 4261.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into legal retainer agreements with the law firms of Atkinson, Andelson, Loya, Rudd & Romo; Gonzalez Saggio & Harlan, LLC; Richard Watson and Gershon; Sanders Roberts & Hewett, LLP; Liebert Cassidy Whitmore on an "as-needed" basis, at an hourly rate of not more than $325.00 per hour to render necessary legal services during the 2014-2015 Fiscal Year (effective July 1, 2014 through June 30, 2015) and Fiscal Year 2015-2016.

Section 2. That the costs of services provided pursuant to the retainer agreements shall be paid from the 2014-2015 Fiscal Year Budget in Account No. 1001 420 000 4261 and an allocation will be made for the Fiscal Year 2015-2016.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk and City Controller.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEAR 2014-2015**

Ruth Rugley	**11/20/2014 10:43:23 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/25/2014 10:53:12 AM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/24/2014 7:29:30 AM**
CITY CONTROLLER	DATE
Kelly Montgomery	**11/20/2014 12:49:55 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

December 2, 2014

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **GLEN W.C. KAU, P.E., DIRECTOR**
PUBLIC WORKS & MUNICIPAL UTILITIES DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF LONG BEACH, INCLUDING ANY NECESSARY AMENDMENTS THERETO, FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET REHABILIATION PROJECT FOR ARTESIA BOULEVARD, FOR AN ESTIMATED TOTAL CONTRACT AMOUNT OF $131,336.**

SUMMARY

A resolution of the City Council of the City of Compton giving the City Manager authorization to enter into a cooperative agreement with the City of Long Beach including any necessary amendments thereto, for the street rehabilitation project for Artesia Boulevard including design, construction engineering and inspection, project management and administration, for an estimated total contract amount of $131,336.

BACKGROUND

The street infrastructure on Artesia Boulevard between City of Long Beach's west city limit and Butler Avenue is in need of rehabilitation. Plans and Specifications No. R-6974 and cost estimate for the Improvement of Artesia Boulevard were prepared by the City of Long Beach.

The Artesia Boulevard rehabilitation work consists primarily of pavement crack filling, milling and street resurfacing; replacing damaged driveways, sidewalks and curbs; installing bus pads, traffic striping, markings, and markers; traffic control; water quality best management practices; and related improvements. The old asphalt material to be removed under this contract will be recycled into new asphalt concrete, or utilized as base material on other street projects. The street will be resurfaced with asphalt containing up to 15 percent recycled material. Finally, road base made from recycled concrete, rock, sand and asphalt will be utilized in this project and all concrete work will include recycled waste ash, diverting these materials from our landfills.

STATEMENT OF ISSUE

The majority of the Artesia Boulevard Improvement Project is located in the City of Long Beach. However, due to the location of the Long Beach/Compton city boundary in the vicinity of the Artesia Boulevard intersection with Susana Road/Harbor Avenue, work

within the City Compton was included in the project to facilitate pavement rehabilitation work and minimize public inconvenience.

According to City of Long Beach staff, the project was certified as categorically exempt in 2013, thus no further action is required to comply with the California Environmental Quality Act (CEQA). This project was advertised in the Press-Telegram on April 25, 2014 and four (4) bids were received on May 28, 2014; to wit: Sully Miller Contracting (Brea) in the amount of $839,572.63, All American Asphalt (Corona) in the amount of $899,690.20, Griffith Company (Santa Fe Springs) in the amount of $919,820.68 and Excel Paving (Long Beach) in the amount of $899,227.83. After review of the bids by the Long Beach City Attorney's Office and the Budget Analysis Officer, it was determined by Long Beach staff that Sully Miller Contracting was the lowest responsible bidder. On review of Long Beach's procurement process, it appears that their process does satisfy Compton's procurement and contracting procedures.

On July 22, 2014, the Long Beach City Council approved this project and authorized their City Manager to award the construction improvement contract to Sully Miller Contracting and enter into a Cooperative Agreement with the City of Compton for the prorated share of costs for the project.

FISCAL IMPACT

The final cost estimate for the entire project is $1,161,759.00, budgeted and prorated as follows:

Item Description	Compton	Long Beach	Total Budget
Estimated Construction Cost	$ 94,913	$ 744,660	$ 839,573
Construction Contingency (15%)	14,237	111,699	125,936
Design Services (10%)	9,491	74,466	83,957
Const. Engrt., Const. Inspect., Project Mgmt. & Admin. (10%)	9,491	74,466	83,957
Subtotals	128,132	1,005,291	1,133,423
Overhead & Admin. (2.5%)	3,203	25,132	28,336
Budget Totals	**$131,336**	**$1,030,423**	**$1,161,759**

Joining with the City of Long Beach in sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City of Compton were to procure rehabilitation of Artesia Boulevard within Compton boundaries on its own.

Funds in the amount of $131,336.00 are available in the Public Works Fiscal Year 2014-2015 budget [Prop C], Account No. 1900-710-000-4269.

ALTERNATIVE

Should the Council not approve this joint venture project, the alternative is for City staff to procure construction services, which would be duplicative in efforts and require

additional time to rehabilitate this portion of Artesia. Currently, to facilitate pavement rehabilitation work and minimize public inconvenience, there is no other alternative.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

ATTACHMENTS:

-Cooperative Agreement
-Improvement of Artesia Blvd Plan
-Project Budget

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF LONG BEACH, INCLUDING ANY NECESSARY AMENDMENTS THERETO, FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET REHABILIATION PROJECT FOR ARTESIA BOULEVARD, FOR AN ESTIMATED TOTAL CONTRACT AMOUNT OF $131,336

WHEREAS, the street infrastructure on Artesia Boulevard between City of Long Beach's west city limit and Butler Avenue is in need of rehabilitation. Plans and Specifications No. R-6974 and cost estimate for the Improvement of Artesia Boulevard were prepared by the City of Long Beach; and

WHEREAS, the Artesia Boulevard rehabilitation work consists primarily of pavement crack filling, milling and street resurfacing; replacing damaged driveways, sidewalks and curbs; installing bus pads, traffic striping, markings, and markers; traffic control; water quality best management practices; and related improvements. The old asphalt material to be removed under this contract will be recycled into new asphalt concrete, or utilized as base material on other street projects. The street will be resurfaced with asphalt containing up to 15 percent recycled material. Finally, road base made from recycled concrete, rock, sand and asphalt will be utilized in this project and all concrete work will include recycled waste ash, diverting these materials from our landfills; and

WHEREAS, the majority of the Artesia Boulevard Improvement Project is located in the City of Long Beach, however, due to the location of the Long Beach/Compton city boundary in the vicinity of the Artesia Boulevard intersection with Susana Road/Harbor Avenue, work within the City Compton was included in the project to facilitate pavement rehabilitation work and minimize public inconvenience; and

WHEREAS, according to City of Long Beach staff, the project was certified as categorically exempt in 2013, thus no further action is required to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, this project was advertised in the Press-Telegram on April 25, 2014, and four (4) bids were received on May 28, 2014; to wit: Sully Miller Contracting (Brea) in the amount of $839,572.63, All American Asphalt (Corona) in the amount of $899,690.20, Griffith Company (Santa Fe Springs) in the amount of $919,820.68 and Excel Paving (Long Beach) in the amount of $899,227.83. After review of the bids by the Long Beach City Attorney's Office and the Budget Analysis Officer, it was determined by Long Beach staff that Sully Miller Contracting was the lowest responsible bidder; and

WHEREAS, on July 22, 2014, the Long Beach City Council approved this project And authorized their City Manager to award the construction improvement contract to Sully Miller Contracting and enter into a Cooperative Agreement with the City of Compton for the prorated share of costs for the project; and

WHEREAS, joining with the City of Long Beach is sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City of Compton were to procure rehabilitation of Artesia Boulevard within Compton boundaries on its own; and

WHEREAS, funds in the amount of $131,336 are available in the Public Works Fiscal Year 2014-2015 budget [Prop C], Account No. 1900-710-000-4269; and

WHEREAS, staff recommends the City Council approve the joint project with the City of Long Beach.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager is hereby authorized to enter into a Cooperative Agreement with the City of Long Beach and deposit with the City of Long Beach, in an amount not to exceed $131,336.00, to improve Artesia Boulevard within the City of Compton limits.

Section 2. That funds in the amount of $131,336 are available in the Public Works Fiscal Year 2014-2015 budget [Prop C], Account No. 1900-710-000-4269.

Section 3. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal Utilities Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

COOPERATIVE AGREEMENT

IMPROVEMENT OF ARTESIA BOULEVARD BETWEEN HARBOR AVENUE AND BUTLER AVENUE

THIS AGREEMENT is made and entered, in duplicate, as of _____, 2014 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held July 22, 2014, by and among the CITY OF LONG BEACH and the CITY OF COMPTON.

WHEREAS, Artesia Boulevard is a divided arterial highway within the cities of Long Beach and Compton that requires pavement improvements and pavement resurfacing between the intersections of Harbor Avenue and Butler Avenue; and

WHEREAS, the City of Long Beach retained GHD, Inc., to prepare construction plans and specifications, and engineering cost estimates for the required pavement improvements and pavement resurfacing that identify the jurisdictional boundary of the cities of Long Beach and Compton and the specific work within each city; and

WHEREAS, the work to be done can be more efficiently done concurrently along and across the jurisdictional boundary of these two cities; and

WHEREAS, the parties have identified the work to be done on Artesia Boulevard, from the intersection of Artesia Boulevard and Harbor Avenue to Gale Avenue (the "Project"), that includes work within both cities; and

WHEREAS, a cost estimate for the design, construction, construction engineering and inspection and project admin/management/etc. of the work within the City of Compton has been prepared by the City of Long Beach as part of its consultant's design services that was reviewed and is agreeable to the parties; and

WHEREAS, the parties have secured funding for design, construction, construction engineering and inspection and project admin/management/etc. of the Project; and

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

WHEREAS, the parties desire to enter into this Cooperative Agreement for the purpose of setting forth their respective roles and responsibilities in order to expedite the Project;

NOW, THEREFORE, in consideration of the mutual terms and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK. The Project consists of the approved scope of work identified on the reduced plans dated December 10, 2013, attached hereto as Exhibit "A." Any changes to Exhibit "A" requested by the City of Compton must be made in writing by its Director of Public Works and approved in advance by the City of Long Beach Director of Public Works prior to the commencement of work.

2. PROJECT BUDGET. The final cost estimate for the Project is identified as One Million One Hundred Sixty-One Thousand Seven Hundred Fifty-Nine Dollars ($1,161,759.00) on the PROJECT BUDGET, attached hereto as Exhibit "B." The parties agree that the Project Budget allocates One Hundred Thirty-One Thousand Three Hundred Thirty-Six Dollars ($131,336) from the City of Compton and One Million Thirty Thousand Four Hundred Twenty-Three Dollars ($1,030,423) from the City of Long Beach for design, construction, construction engineering and inspection and project admin/management/etc. costs.

3. CITY OF COMPTON'S RESPONSIBILITIES. Compton shall:

A. Deposit One Hundred Thirty-One Thousand Three Hundred Thirty-Six Dollars ($131,336) with the City of Long Beach for this Project within thirty (30) days of the execution of this Agreement;

B. Provide no-cost permits for Project activities in the public right-of-way;

C. Provide as-needed technical assistance.

4. CITY OF LONG BEACH'S RESPONSIBILITIES. Long Beach shall:

A. Pay one hundred percent (100%) of the cost of the Project, estimated not to exceed One Million One Hundred Sixty-One Thousand Seven

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

Hundred Fifty-Nine Dollars ($1,161,759.00);

B. Assume responsibility for all procurement activities, including the preparation of plans and specifications, cost estimates and all Project construction documents;

C. Award the contract for construction of the Project as required by applicable law to a contractor. Contractor's insurance shall name the City of Compton as additional insured;

D. Provide or select appropriate construction engineering and inspection services;

E. Hold weekly Project meetings with the selected contractor as required;

F. Upon Project completion, provide as-built plans to the City of Compton.

5. FINAL ACCOUNTING; REFUND OR ADDITIONAL CONTRIBUTION. Within one hundred twenty (120) calendar days after final acceptance of the Project, the City of Long Beach shall cause a final accounting to be prepared and delivered to the City of Compton. If Project costs within the City of Compton exceed its $131,336 deposit, the City of Compton shall pay its remaining balance to the City of Long Beach within sixty (60) calendar days. If Project costs within the City of Compton are less than its $131,336 deposit, the City of Long Beach shall pay the remaining balance to the City of Compton within sixty (60) calendar days.

6. INDEMNIFICATION.

A. Pursuant to Government Code Section 895.4, the City of Compton shall indemnify, defend and hold the City of Long Beach harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the City of Compton under or in connection with any work, authority or jurisdiction delegated to the City of Compton under this Agreement.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

B. The City of Long Beach shall indemnify, defend and hold the City of Compton harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the City of Long Beach under or in connection with any work, authority or jurisdiction delegated to the City of Long Beach under this Agreement

7. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

A. No officer or employee of the City of Long Beach shall be personally liable to the City of Compton in the event of any default or breach by the City of Long Beach or for breach of any obligation of the terms of this Agreement.

B. No officer or employee of the City of Compton shall be personally liable to the City of Long Beach in the event of any default or breach by the City of Compton or for breach of any obligation of the terms of this Agreement

8. NOTICE. Any notice hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to the City of Long Beach at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager; and to the City of Compton at 205 South Willowbrook Avenue, Compton, California 90220, Attn: Director, Public Works/Municipal Utilities Department. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.

10. AMENDMENT. This Agreement shall not be amended except in writing signed by the parties that expressly refers to this Agreement.

11. TERMINATION. This Agreement shall terminate upon completion and acceptance of the Project, or on _____, 20__, whichever is earlier.

12. WAIVER. The waiver of any breach of this Agreement shall not be

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

effective unless in writing signed by the party permitting waiver and shall not constitute a waiver of any other or subsequent breach of this Agreement.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).

14. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

#8.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CITY OF LONG BEACH, a municipal corporation

_____, 2014 By_____
City Manager

This Agreement is approved as to form on _____, 2014.

CHARLES PARKIN, City Attorney

By_____
Deputy

CITY OF COMPTON

_____, 2014 By_____
City Manager

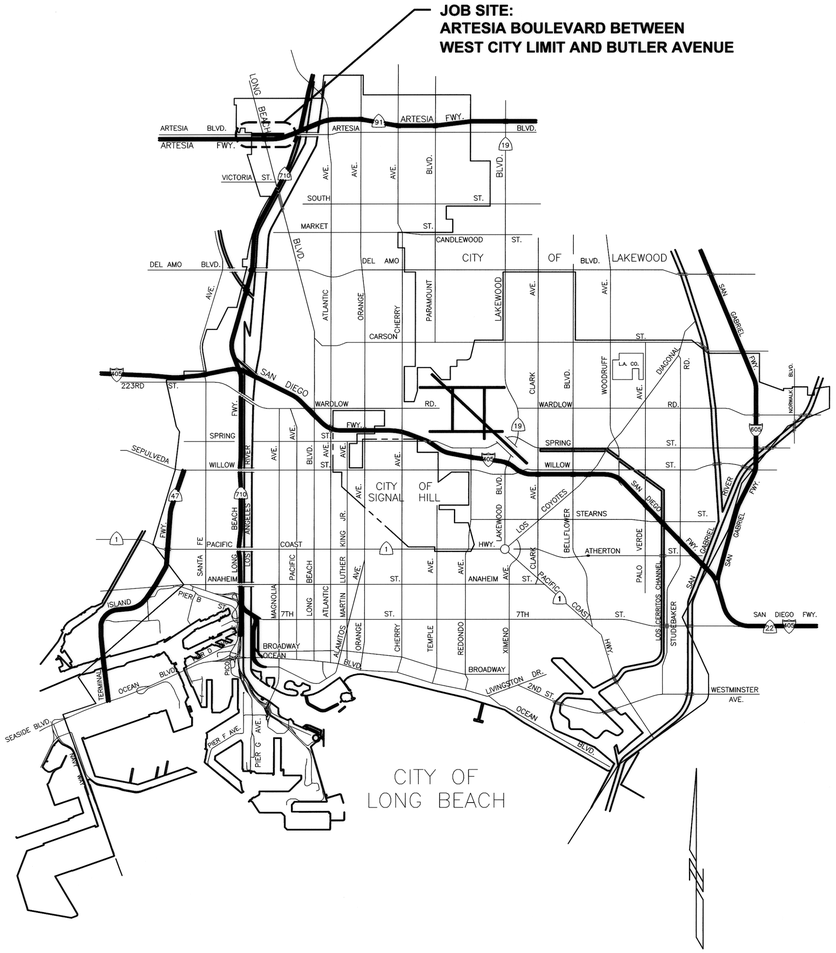
Approved as to form:

By_____
Craig J. Cornwell, City Attorney

ATTEST:

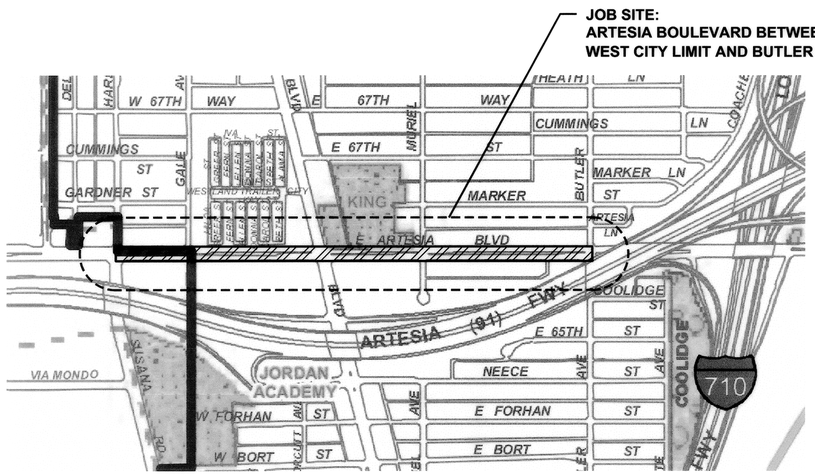
By_____
Alita Godwin, City Clerk

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664



LOCATION MAP

SCALE: NONE



VICINITY MAP

SCALE: NONE

SHEET INDEX

SHEET #	TITLE
1	TITLE SHEET – VICINITY MAP, SHEET INDEX & CONSTRUCTION LEGEND
2	DETAIL SHEET – TYPICAL SECTIONS & ADDITIONAL NOTES
3	ARTESIA BOULEVARD BETWEEN HARBOR AVE AND PT W/LONG BEACH BLVD CONSTRUCTION PLAN
4	ARTESIA BOULEVARD BETWEEN PT W/LONG BEACH BLVD AND PT E/MURIEL AVE CONSTRUCTION PLAN
5	ARTESIA BOULEVARD BETWEEN PT E/MURIEL AVE AND PT E/BUTLER AVE CONSTRUCTION PLAN
6	STRIPING NOTES AND DETAILS ARTESIA BLVD BETWEEN HARBOR AVE AND BUTLER AVE
7	ARTESIA BOULEVARD BETWEEN HARBOR AVE AND PT W/LONG BEACH BLVD SIGNING AND STRIPING PLAN
8	ARTESIA BOULEVARD BETWEEN PT W/LONG BEACH BLVD AND PT E/MURIEL AVE SIGNING AND STRIPING PLAN
9	ARTESIA BOULEVARD BETWEEN PT E/MURIEL AVE AND PT E/BUTLER AVE SIGNING AND STRIPING PLAN

CLB BENCHMARK NO. 426

LONG BEACH BOULEVARD AT ARTESIA BOULEVARD, 2 1/2" BRASS DISC FLUSH W/ PAVEMENT, STAMPED "CLB BM 426 2007", 23.5' N / CURB, 1.1' E / CURB.
ELEV. 55.962

MSL DATUM, NGVD 1929
1985 ADJUSTMENT

BASIS OF BEARINGS–
THE HORIZONTAL COORDINATES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 5, 2007.00 EPOCH AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO FOUR CALIFORNIA SPATIAL REFERENCE NETWORK (C.S.R.N.) STATIONS REFERRED TO AS CCCO, CSDH, HOLP AND MHMS. PUBLISHED HORIZONTAL ACCURACIES ON THESE STATIONS MEET OR EXCEED FEDERAL GEOGRAPHIC DATA COMMITTEE (F.G.D.C.) 5–MILLIMETER ACCURACY CLASSIFICATION PER FGDC–STD–007.2–1998. SAID C.S.R.N. POSITIONS WERE HELD "FIXED" HORIZONTALLY IN THIS SURVEY.

THE CCS83 GRID BEARING BETWEEN C.S.R.N. STATIONS CCCO AND HOLP BEING N36°43'30"E, AS DERIVED FROM THE POSITIONS FOR SAID STATIONS, IN SAID EPOCH, PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.) ON JANUARY 18, 2007, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

ALL VALUES ARE EXPRESSED IN U.S. SURVEY FEET
(1 FOOT = 1200/3937 METERS).

ALL COORDINATES SHOWN HEREIN ARE GRID. TO OBTAIN GROUND DISTANCES DIVIDE GRID DISTANCES BY 1.00004060 (AT MONUMENT #2915).

CONSTRUCTION LEGEND

REMOVE AC/PCC PAVEMENT OR IMPROVEMENTS

COLD MILLING

FULL DEPTH AC REPLACEMENT

2	REMOVE AC PAVEMENT BY COLD MILLING – DEPTH 3 INCHES
3A	SHAVE ROOTS AT CURB, 12 FEET LONG PER CLB STD. PLAN NO. 138
3B	SHAVE ROOTS AT SIDEWALK, 12 FEET LONG PER CLB STD. PLAN NO. 138
4	PRUNE TREE
5	REMOVE ITEM PER PLAN
6	DO NOT DISTURB EXISTING BENCHMARK OR MONUMENT
10	ADJUST MANHOLE FRAME AND COVER
11	ADJUST WATER VALVE BOX AND COVER AND METER BOX AND COVER PER CLB STANDARD PLAN No. 126
11A	ADJUST MONITORING WELL BOX AND COVER TO GRADE PER CLB STANDARD PLAN No. 126.
12	RECONSTRUCT WATER METER BOX AND COVER PER CLB STANDARD PLAN No. 126. METER BOX AND COVER TO BE SUPPLIED BY THE LONG BEACH WATER DEPT.
13	ADJUST GAS VALVE BOX AND COVER TO FINISHED GRADE.
15A	ADJUST TRAFFIC SIGNAL PULL BOX PER CLB STANDARD PLAN No. 708.
15B	ADJUST VAULT FRAME AND COVER TO GRADE PER SCE STANDARDS. WORK TO BE DONE BY OTHERS (EDISON).
20	CONSTRUCT SURVEY MONUMENT "TYPE C" WITH CASTING AND COVER PER CLB STANDARD PLAN No. 202.
22	ADJUST SURVEY CASTING AND COVER, DO NOT DISTURB EXISTING MONUMENT PER CLB STANDARD PLAN No. 204.
24	CONSTRUCT SPIKE AND WASHER AND/OR SET TIES PER CLB STANDARD PLAN No. 205.
25A	REMOVE AND REPLACE GUY ANCHOR PER SCE STANDARDS. WORK TO BE DONE BY OTHERS (EDISON).
30	CONSTRUCT CURB DRAIN PER SPPWC PLAN No. 150–2.
30A	CONSTRUCT PARKWAY DRAIN PER SPPWC PLAN No. 151–2.
41	CONSTRUCT PCC CURB CURB PER SPPWC PLAN No. 120, TYPE A2–(8"), INTEGRAL.
42	CONSTRUCT PCC COMBINED CURB AND GUTTER PER SPPWC PLAN No. 120, TYPE A2–(8"), W=24" ON 6 INCHES CMB AS DIRECTED BY THE ENGINEER.
44	CONSTRUCT PCC BUS STOP STREET PAD, 10 INCHES THICK ON 6 INCHES CMB PER CLB STANDARD PLAN No 113.
46	CONSTRUCT PCC SIDEWALK, 3 INCHES THICK PER SPPWC PLAN No. 112.
46A	CONSTRUCT PCC SIDEWALK, 4 INCHES THICK PER SPPWC PLAN No. 112.
46B	CONSTRUCT PCC SIDEWALK, 6 INCHES THICK PER SPPWC PLAN No. 112.
47	CONSTRUCT PCC CURB RAMP PER CLB STANDARD. PLAN No. 122. INCLUDES CURB AND GUTTER INTEGRAL.
48	CONSTRUCT PCC DRIVEWAY APRON, 4 INCHES THICK PER CLB STANDARD PLAN No. 105. INCLUDES CURB AND GUTTER INTEGRAL.
49	CONSTRUCT PCC DRIVEWAY APRON, 6 INCHES THICK PER CLB STANDARD PLAN No. 105. INCLUDES CURB AND GUTTER INTEGRAL.
50	CONSTRUCT AC PAVEMENT, FULL DEPTH.
53	CONSTRUCT PCC ALLEY ENTRANCE, 6 INCHES THICK PER CLB STANDARD PLAN No. 106
54	INSTALL TRUNCATED DOMES PER CLB STANDARD PLAN No. 122 (COLOR AS INDICATED ON PLAN).
60	CONSTRUCT 2 INCHES ASPHALT RUBBER HOT MIX RESURFACE OVER 1 INCH AC LEVELING COURSE.

FN:P–506254–01–C–TITL
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

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Ludwig Smeets RCE No. C37221 DATE 12/5/13

REGISTERED PROFESSIONAL ENGINEER – LUDWIG I. SMEETS – No. C37221 – Exp. 06/30/14 – CIVIL – STATE OF CALIFORNIA

REFERENCE DRAWINGS:
C–3707, C–5322, C–5366, C–5629, F38, G38, OB–4127, OB–4126, OB–4047

CITY OF LONG BEACH - DEPARTMENT OF PUBLIC WORKS
333 W. OCEAN BLVD, LONG BEACH, CA 90802

ENGINEERING BUREAU

APPROVALS

ASSISTANT CITY ENGINEER DATE
CONSTRUCTION SERVICES OFFICER DATE
CITY TRAFFIC ENGINEER DATE
CITY ENGINEER DATE

REVISIONS

No.	DATE	SHEET	APPROVAL

AS–BUILT:

REF. SEE LIST ON SHEET 2

DESIGNED BY: LIS & VMC
DRAWN BY: VMC / AA
DESIGN CHECK BY: GEC
DRAFTING CHECK BY: GEC
SECTION HEAD
PROJECT MANAGER
INSPECTION
SURVEY CONTROL

IMPROVEMENT OF
ARTESIA BOULEVARD BETWEEN
WEST CITY LIMIT AND BUTLER AVE

GRAPHIC SCALE 0 1 2 3
PAGE
FIELD BOOK

NO P– 6974
#8
SHEET 1 OF 54

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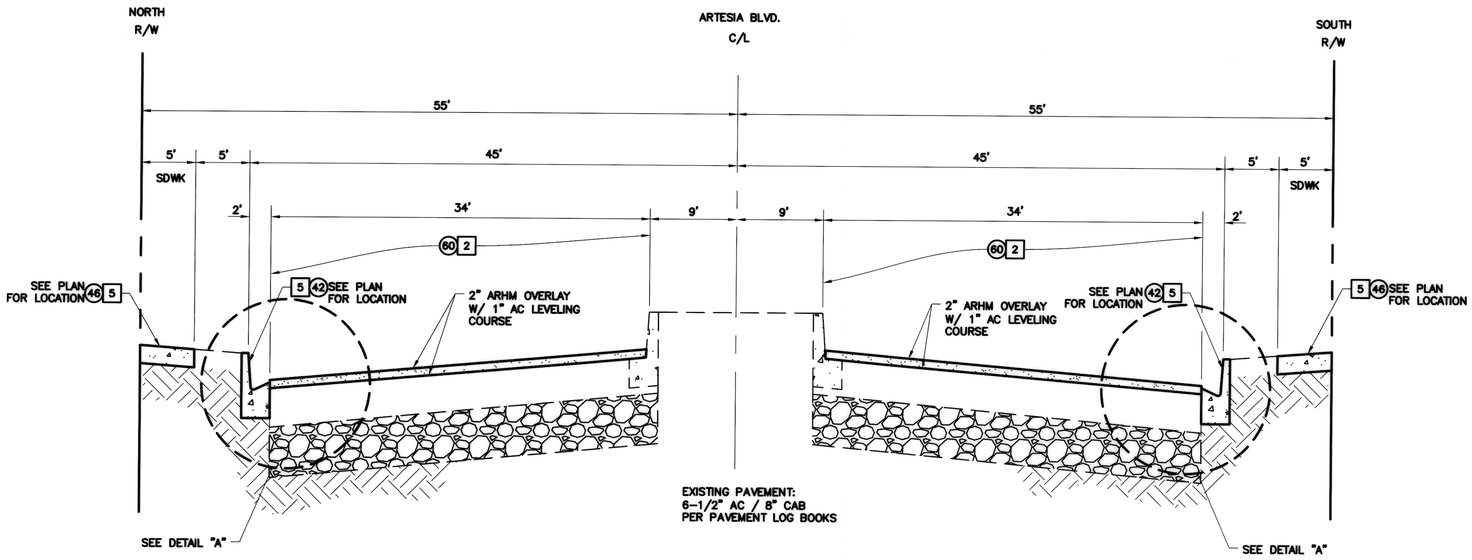
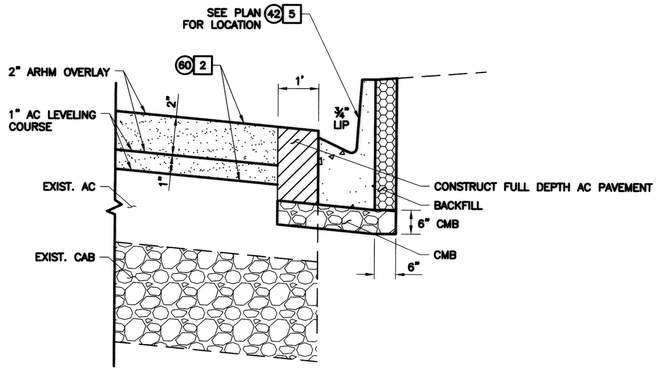


TYPICAL SECTION
ARTESIA BOULEVARD BETWEEN
WEST CITY LIMIT AND BUTLER AVE
NOT TO SCALE

NOTE:
MINIMUM CROSS SLOPE SHALL BE 2% PER CLB STANDARD PLAN NO. 107.
ADJUST IN THE FIELD AS NEEDED AND VERIFY WITH THE ENGINEER.



DETAIL "A"
NOT TO SCALE

NOTE:
DETAIL APPLIES TO BOTH NORTH AND SOUTH SIDES OF ARTESIA BOULEVARD.

LEGEND

- EXIST. OR PROPOSED PCC
- EXIST. OR PROPOSED CMB
- UNCLASSIFIED EXCAVATION AND BACKFILL AREA
- COLD MILLING

SURVEY GENERAL NOTES

LAND SURVEYING MONUMENTS SHOWN ON THE PLAN SET AND/OR FOUND WITHIN THE LIMITS OF DEMOLITION/CONSTRUCTION MUST BE LOCATED, DESCRIBED AND A RECORD FILED WITH THE COUNTY SURVEYOR. A COPY OF DOCUMENTS SUBMITTED WILL BE PROVIDED TO THE CITY OF LONG BEACH ATTENTION TO THE CITY SURVEYOR. UPON COMPLETION OF CONSTRUCTION, EACH MONUMENT SHOWN AND/OR FOUND MUST BE REPLACED IN KIND OR WITH SUITABLE, TAGGED, DURABLE MONUMENT (CA. BUS. & PROF. CODE SEC. 8771 & 8772)."

WHERE POSSIBLE, THE SURVEY MONUMENTS AND BENCHMARKS DESCRIBED BELOW DESCRIBED BELOW WILL BE PROTECTED IN PLACE. PRIOR TO REMOVAL, ALL MONUMENTS AND BENCHMARKS WHICH WILL BE DISTURBED, CONSTRUCTED OR MODIFIED, SHALL BE LOCATED AND REFERENCED, BY OR UNDER THE DIRECTION OF A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA, WITH A CORNER RECORD (A VERTICAL CORNER RECORD FOR BENCHMARKS) OR RECORD OF SURVEY, TO BE FILED WITH THE COUNTY SURVEYOR MUST BE PROVIDED TO THE LONG BEACH CITY SURVEYOR, FOR REVIEW AND FILING."

MONUMENTS

THE FOLLOWING MONUMENT RECORDS WERE FOUND NEAR AND/OR WITHIN THE LIMITS OF DEMOLITION/CONSTRUCTION AND SHALL BE PERPETUATED IF EXISTING, ACCORDING TO CALIFORNIA STATE LAW. SEE GENERAL SPEC REGARDING SURVEY MARKERS. THE STATION AND OFFSET OF THESE MONUMENTS ARE APPROXIMATED VISUALLY BY SITE WALK AND SHOULD BE VERIFIED IN THE FIELD.

1. MON #66325 POINT FALLS ON SEWER MANHOLE PER CLB FB L 25-143. STA: 10+00, ON CL.
2. 2.5" BRASS DISC STAMPED "CLB RCE 9675 1977" CLB FB L25-144. STA: 14+71, ON CL.
3. GEAR SPIKE AND ALUMINUM WASHER STAMPED "LS 5411" PER CLB FB L 90-024. STA: 23+37, ON CL.
4. 4" PUNCHED BRASS DISC PER CLB FB L 90-024, DN 1.0' IN WELL. STA: 23+37, 10' RT.
5. PT. FALLS ON SEWER MANHOLE PER CLB FB L 60-153. STA: 30+07, 1' RT.
6. PT. FALLS ON SEWER MANHOLE PER CLB FB L 32-098. STA: 41+02, ON CL.
7. RD BM TAG L.A. COUNTY BM Y 8778. STA: 10+75, 43' RT.
8. L&T IN CURB STAMPED "CLB BM 1069". STA: 15+13, 46' RT.
9. L&T IN CURB CLB BM 426. STA: 22+84, 68' LT.
10. L&T IN CATCH BASIN CLB BM 422. STA: 40+55, 46' LT.
11. RD BM TAG L.A. COUNTY BM Y 8779. STA: 40+60, 48' RT.
12. RD BM TAG L.A. COUNTY BM Y 8780. STA: 41+43, 46' RT.
13. L&T IN CURB STAMPED "DIVISION OF HIGHWAYS". STA: 18+02, 46' RT.
14. L&T IN WALK STAMPED "LS 7328". STA: 28+52, 53' RT.
15. L&T IN WALK. STA: 35+12, 53' RT.
16. L&T IN WALK STAMPED "RCE 607". STA: 35+63, 52' LT.
17. L&T IN WALK STAMPED "RCE 607". STA: 36+38, 52' LT.
18. L&T IN WALK STAMPED "LS 2430". STA: 37+62, 52' RT.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ARHM	ASPHALT RUBBERIZED HOT MIX
BCR	BEGINNING OF CURB RETURN
C & G	CURB AND GUTTER
C/L	CENTERLINE
CAB	CRUSHED AGGREGATE BASE
CB	CATCH BASIN
CLB	CITY OF LONG BEACH
DG	DECOMPOSED GRANITE
DWY	DRIVEWAY
EA	EACH
E/B	EAST BOUND
ECR	END OF CURB RETURN
EXIST	EXISTING
EX	EXISTING
FH	FIRE HYDRANT
FL	FLOW LINE
MON	MONUMENT
MH	MANHOLE
NO	NUMBER
PB	PULL BOX
PCC	PORTLAND CEMENT CONCETE
PP	POWER POLE
PVMT	PAVEMENT
R/W	RIGHT OF WAY
SDWK	SIDEWALK
SF	SQUARE FOOT
STA	STATION
TC	TOP OF CURB
(TYP)	TYPICAL
UNK	UNKNOWN
WM	WATER METER
WV	WATER VALVE
W/B	WEST BOUND

NOTE:
DRAFTING SYMBOLS ARE PER CLB STANDARD PLAN No. 132.

STANDARD DRAWINGS

THE CONTRACTOR SHALL PERFORM WORK FOLLOWING THE STANDARD DRAWINGS LISTED BELOW UNLESS MODIFIED BY THESE PLANS. THE ORDER OF PRECEDENCE SHALL BE AS LISTED NUMERICALLY:

1. CITY OF LONG BEACH STANDARD PLANS (2012)
2. STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC), INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS (2009)
3. CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2010)

NOTE FROM RIGHT OF WAY:
ALL UNUSED DRIVEWAYS SHOULD BE REMOVED AND FULL HEIGHT CURB OR CURB AND GUTTER, AND SIDEWALK CONSTRUCTED.

FN:P-506254-02-C-DETL
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

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Prepared under the Supervision of:
Ludwig Smeets RCE No. C37221 DATE 12/5/13

REGISTERED PROFESSIONAL ENGINEER
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Exp. 06/30/14
CIVIL
STATE OF CALIFORNIA

DESIGNED BY: LIS & VMC
DRAWN BY: VMC / AA
DESIGN CHECK BY: GEC
DRAFTING CHECK BY: GEC

REVISIONS | No. | DATE | SHEET | APPROVAL | DESCRIPTION

AS-BUILT:

REF. C-3707, C-5322, C-5366, C-5629, F38, G38, OB-4127, OB-4126, OB-4047

ARTESIA BOULEVARD BETWEEN
WEST CITY LIMIT AND BUTLER AVE
DETAIL SHEET - TYPICAL SECTIONS & ADDITIONAL NOTES

GRAPHIC SCALE 0 1 2 3

FIELD BOOK | PAGE

NO. R- 6974
JOB NO. PW5062-54
SHEET 2 OF 9
DRAWING NO. C-6004

#8.

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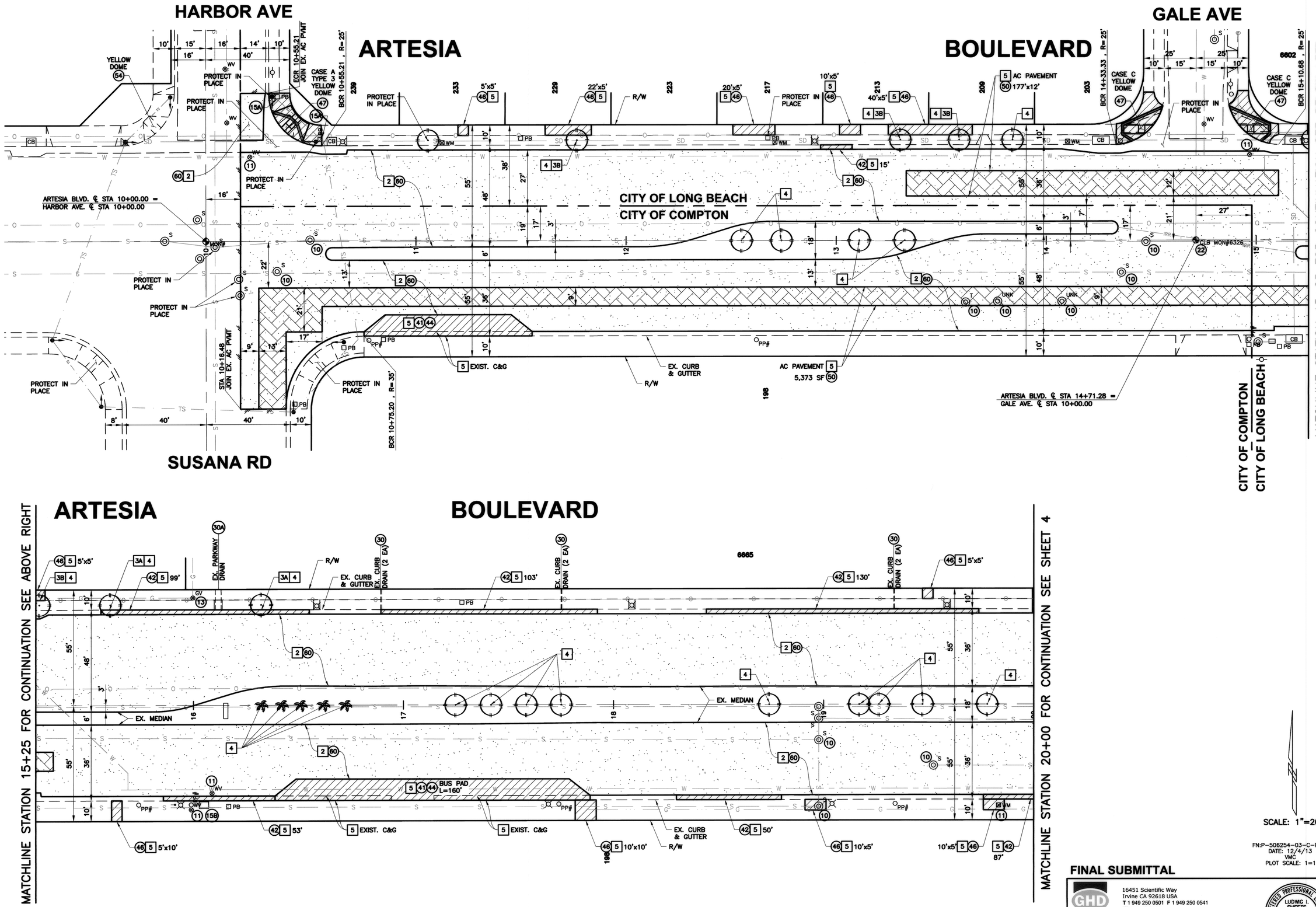

SCALE: 1"=20'

FN:P-506254-03-C-PLAN
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

ARTESIA BOULEVARD BETWEEN HARBOR AVE AND PT W/LONG BEACH BLVD
CONSTRUCTION PLAN

REVISIONS			
No.	DATE	SHEET	APPROVAL

DESCRIPTION

REF. C-3707, C-5322, C-5386, C-5629, F38, G38, 08-4127, 08-4126, 08-4047

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NO. R- 6974

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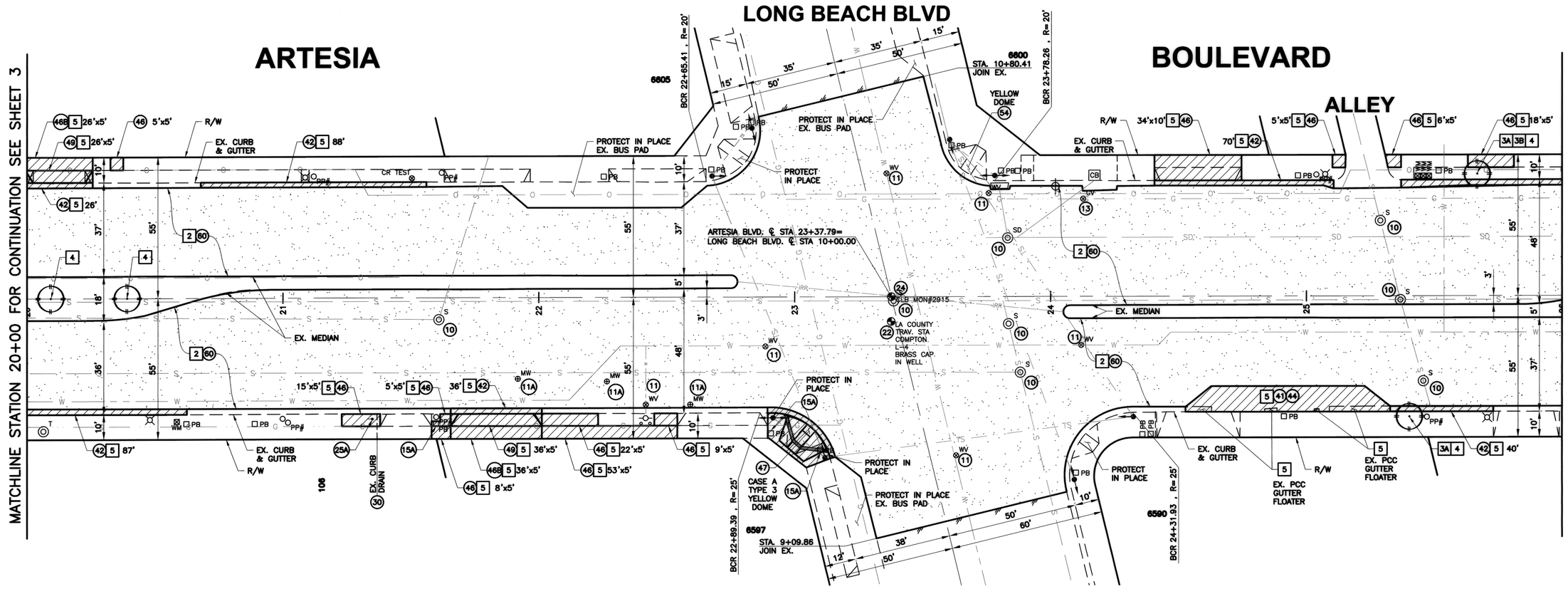

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No.	DATE	SHEET	APPROVAL

DESCRIPTION

REF. C-3707, C-5322, C-5366, C-5629, F38, G35, OB-4127, OB-4126, OB-4047

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DRAFTING CHECK BY: GEC

ARTESIA BOULEVARD BETWEEN PT W/LONG BEACH BLVD AND PT E/MURIEL AVE
CONSTRUCTION PLAN

GRAPHIC SCALE 0 1 2 3

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REGISTERED PROFESSIONAL ENGINEER LUDWIG I. SMEETS No. C37221 Exp. 06/30/14 CIVIL STATE OF CALIFORNIA

NO. R- 6974

JOB NO. PW5062-54

SHEET 4 OF 9

DRAWING NO. C-6004

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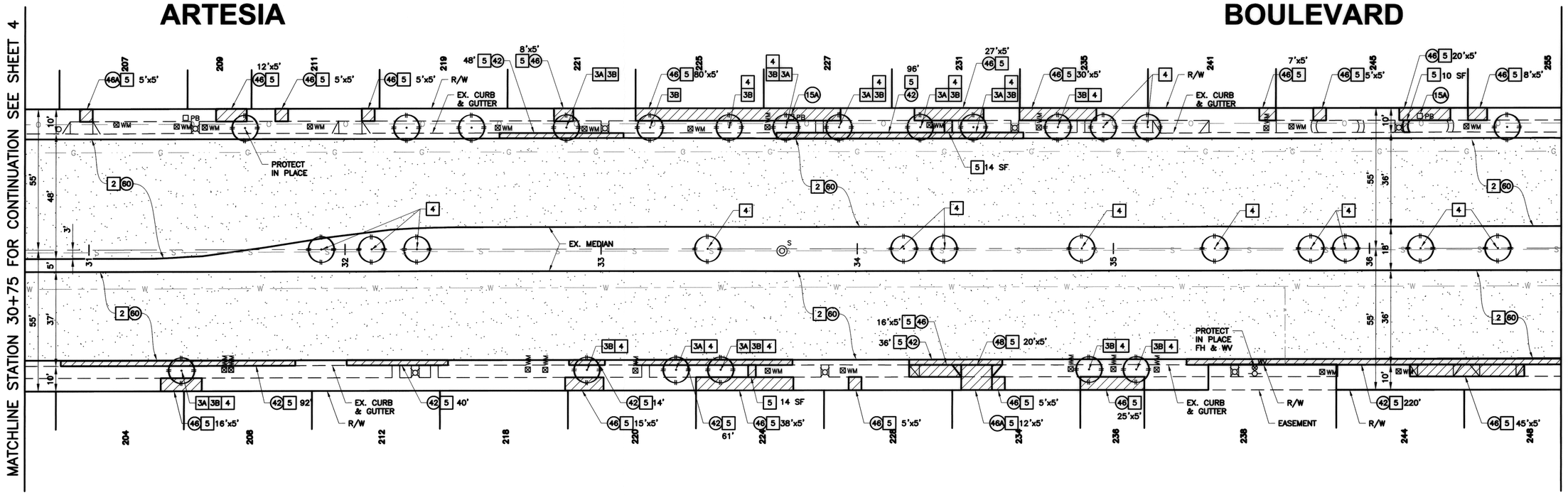

SCALE: 1"=20'

FN:P-506254-03-C-PLAN
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

ARTESIA BOULEVARD BETWEEN PT E/MURIEL AVE AND PT E/BUTLER AVE
CONSTRUCTION PLAN

REF. C-3707, C-5322, C-5366, C-5629, F38, G38, 08-4127, 08-4126, 08-4047

AS-BUILT:

No.	DATE	SHEET	APPROVAL	DESCRIPTION

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NO. P- 6974
JOB
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DRAWING

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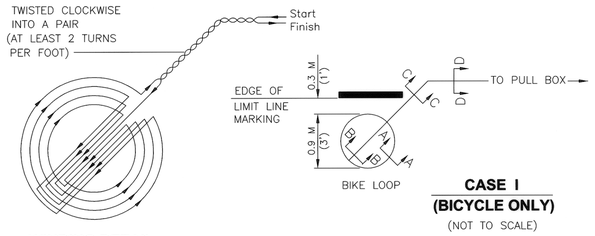


WINDING DETAIL

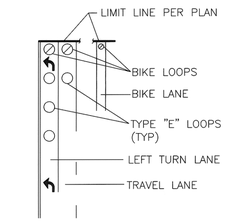
BIKE LOOP

(NOT TO SCALE)

CASE I

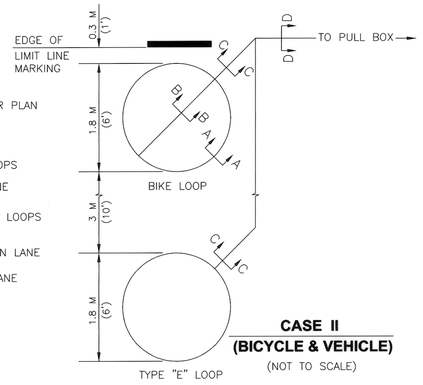
(BICYCLE ONLY)

(NOT TO SCALE)



STRIPING PLAN

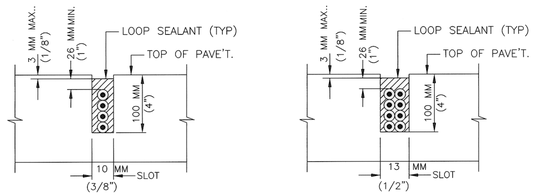
(NOT TO SCALE)



CASE II

(BICYCLE & VEHICLE)

(NOT TO SCALE)



SECT. A - A

SECT. B - B

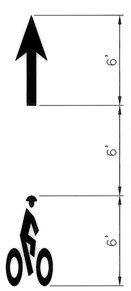
SECT. C - C

SECT. D - D

NOTES:

1. LOOP(S) SHALL BE CENTERED IN LANE(S).
2. DEPTH OF SAW SLOT SHALL NOT EXCEED DEPTH OF PAVEMENT.
3. BOTTOM OF SAW SLOT SHALL BE SMOOTH WITH NO SHARP EDGES.
4. SLOTS SHALL BE WASHED UNTIL CLEAN, BLOWN OUT AND THOROUGHLY DRIED BEFORE INSTALLING LOOP CONDUCTORS.
5. INSTALL FOUR (4) COMPLETE ALTERNATING TURNS OF LOOP CONDUCTORS.
6. USE CASE I LOOP FOR EXCLUSIVE BIKE LANE INSTALLATIONS, AND USE CASE II LOOPS FOR BOTH BIKE AND VEHICLE DETECTION.
7. SEE CITY OF LONG BEACH LOOP DETECTOR SPECIFICATIONS, MAY 15, 1990 OR OR LATEST EDITION.
8. LOOP SENSITIVITY FOR BICYCLE LOOPS TO BE SET TO DETECT ONE STANDARD 650C BICYCLE WHEEL OVER ENTIRE LOOP AREA.

1 / 6 9



2 / 6 9

GENERAL STRIPING NOTES

1. ALL MARKINGS & STRIPING SHALL BE THERMOPLASTIC
2. COLORED CURB ZONES SHALL BE RENEWED AND/OR NEWLY INSTALL AS FOLLOWS:
   - R30' — INDICATES PAINT CURB RED, LENGTH AS NOTED PER PLAN (e.g. 30').
   - G20'(30Min) — INDICATES PAINT CURB GREEN, LENGTH & TIME LIMIT AS NOTED PER PLAN (e.g. 20' LONG & TIME LIMIT OF 30 MINUTES).
   - W20' — INDICATES PAINT CURB WHITE, LENGTH AS NOTED PER PLAN (e.g. 20').
   - B20' — INDICATES PAINT CURB BLUE, LENGTH AS NOTED PER PLAN (e.g. 20').
3. CONTRACTOR SHALL VERIFY IN FIELD AND REPLACE IN KIND ALL COLORED CURB ZONES AS DIRECTED BY THE ENGINEER.
4. ⊘ — INDICATES BICYCLE LOOP DETECTOR.
5. (TYP) — INDICATES THAT SHOWN CONSTRUCTION ITEMS SHALL OCCUR AS SHOWN ON OTHER PLACES OF THE PLANS TYPICALLY.
6. THE CONTRACTOR SHALL REVIEW THE CONSTRUCTION DRAWINGS THOROUGHLY. THE CONTRACTOR SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION AND/OR DISCREPANCY BEFORE START OF ANY CONSTRUCTION.
7. ALL EXISTING PAVEMENT MARKINGS, MARKERS AND STRIPING CONFLICTING WITH AND/OR UNDER PROPOSED MARKINGS, MARKERS AND STRIPING SHALL BE REMOVED COMPLETELY BY WET GRINDING OR WET SANDBLASTING, AND THEN WATERBLAST THE PAVEMENT SURFICE TO A FIRM AND CLEAN CONDITION. NO NEW MARKINGS/STRIPING SHALL BE APPLIED OVER ANY EXISTING MARKINGS/STRIPING.

STRIPING & SIGNING CONSTRUCTION NOTES

(FOR STRIPING & SIGNING PLAN)

(80) INSTALL 12" CROSSWALK MARKING, COLOR AS NOTED ON PLAN, PER CLB STANDARD PLAN No. 307.

(81) INSTALL ARROW PAVEMENT MARKING/LEGEND, TYPE AND COLOR AS NOTED ON PLAN, PER CALTRANS STANDARD AND CLB STANDARD PLAN No. 308.

(82) INSTALL WHITE STOP LETTERS AND LIMIT LINE MARKINGS PER CLB STANDARD PLAN No. 309.

(84) INSTALL 50-FOOT WHITE LANE LINE STRIPING WITH TYPE G MARKER AT EITHER END.

(85) INSTALL 50-FOOT YELLOW CENTERLINE STRIPING WITH TYPE D MARKER AT EITHER END.

(86) INSTALL STRIPING (WITH RAISED PAVEMENT MARKERS AS REQUIRED), DETAIL AS NOTED, PER PLAN AND CALTRANS STANDARD PLAN A20A-A20D.

(87) INSTALL WHITE BIKE LANE ARROW AND BIKE LANE SYMBOL PER CALTRANS STANDARD PLAN A24A AND A24C AND DETAIL 2/6 9 THIS SHEET.

(95) INSTALL TYPE "E" INDUCTIVE LOOP DETECTOR PER CALTRANS STD PLAN ES-5B.

(96) INSTALL BICYCLE/VEHICLE INDUCTIVE LOOP DETECTOR PER DETAIL 1/6 9 THIS SHEET.

FN:P-506254-06-C-STRP_DETL
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

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Ludwig Smeets — RCE No. C37221 — DATE 12/5/13

REGISTERED PROFESSIONAL ENGINEER — LUDWIG L. SMEETS — No. C37221 — Exp. 06/30/14 — CIVIL — STATE OF CALIFORNIA

#8.

REVISIONS			
No.	DATE	SHEET	APPROVAL
AS-BUILT:			

DESCRIPTION: REF. C-3707, C-5322, C-5366, C-5629, F38, G38, OB-4127, OB-4126, OB-4047

DESIGNED BY: LIS & VMC
DRAWN BY: VMC / AA
DESIGN CHECK BY: GEC
DRAFTING CHECK BY: GEC

ARTESIA BOULEVARD BETWEEN WEST CITY LIMIT AND BUTLER AVE
STRIPING NOTES AND DETAILS

GRAPHIC SCALE 0 1 2 3

FIELD BOOK | PAGE

NO. R- 6974

JOB NO. PW5062-54

SHEET 6 OF 9

DRAWING NO. C-6004

LAST SAVED BY: vcruz
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HARBOR AVE

ARTESIA BOULEVARD

GALE AVE

200'

239 (96) (TYP) (95) (TYP) | 233 (84) | (86) Det 39A (TYP, U.O.N.) (86) Det 9 (TYP) | 229 (86) Det 38 | 223 | 217 (87) (TYP) (95) (TYP) | 213 (86) DET. 25 (TYP) | 209 (86) DET. 39 (TYP) | 203 | 6602

STOP

R20'

B20'

(YELLOW) (80)

(80) (YELLOW)

(YELLOW) (80)

(YELLOW) (80)

CITY OF LONG BEACH
CITY OF COMPTON

158'

20'

62'

R90'

BUS

(84)

(81) TYPE IV (L)

(87) (TYP)

(86) Det 9 (TYP)

EXISTING RAISED MEDIAN (TYP)

198

DET. 39 (TYP) (86)

Det 38 (86)

TYPE IV (L) (81)

10'

150'

(96) (TYP)

(95) (TYP)

REFRESH EXIST. STRIPING 50' S/O CROSSWALK (TYP)

SUSANA RD

MATCHLINE A FOR CONTINUATION SEE BELOW LEFT

CITY OF COMPTON
CITY OF LONG BEACH

ARTESIA BOULEVARD

BOULEVARD

MATCHLINE A FOR CONTINUATION SEE ABOVE RIGHT

200'

(86) Det 38 (86) Det 39A (TYP, U.O.N.) (86) Det 9 (TYP) (87) (TYP) (86) DET. 25 (TYP) (86) DET. 39 (TYP)

6665

R10'

70'

R150'

BUS

R63'

(81) TYPE IV (L)

(86) Det 9 (TYP)

(TYP) (87)

EXISTING RAISED MEDIAN (TYP)

198

DET. 39 (TYP) (86)

MATCHLINE B FOR CONTINUATION SEE SHEET 8

SCALE: 1"=20'

FN:P-506254-07-C-STRP
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

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Irvine CA 92618 USA
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W www.ghd.com

Prepared under the Supervision of:

Ludwig Smeets RCE No. C37221 DATE 12/5/13

REGISTERED PROFESSIONAL ENGINEER — LUDWIG I. SMEETS — No. C37221 — Exp. 06/30/14 — CIVIL — STATE OF CALIFORNIA

REVISIONS				DESCRIPTION
No.	DATE	SHEET	APPROVAL	

DESIGNED BY: LIS & VMC
DRAWN BY: VMC / AA
DESIGN CHECK BY: GEC
DRAFTING CHECK BY: GEC
AS-BUILT:

REF: C-3707, C-5322, C-5366, C-5629, F38, G38, OB-4127, OB-4126, OB-4047

ARTESIA BOULEVARD BETWEEN HARBOR AVE AND PT W/LONG BEACH BLVD
SIGNING AND STRIPING PLAN

GRAPHIC SCALE 0 1 2 3

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FIELD BOOK

NO. R- 6974

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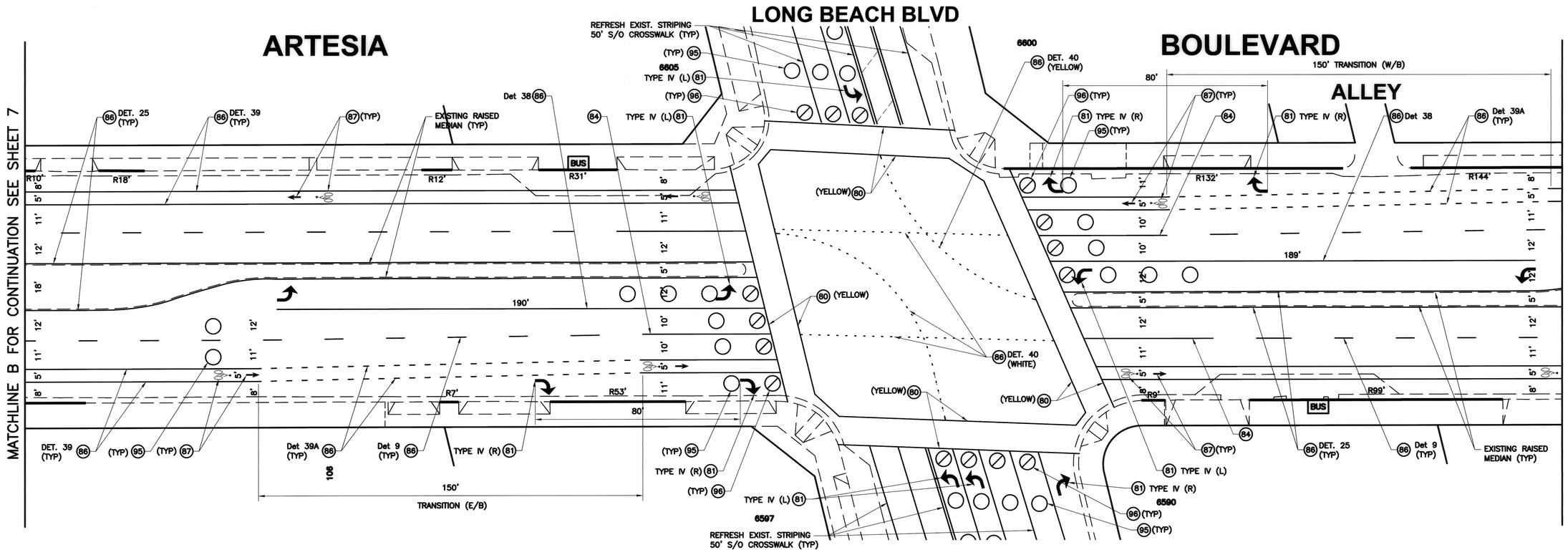

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FN:P-506254-07-C-STRP
DATE: 12/4/13
VMC
PLOT SCALE: 1=1

FINAL SUBMITTAL

GHD Inc.
16451 Scientific Way
Irvine CA 92618 USA
T 1 949 250 0501 F 1 949 250 0541
W www.ghd.com

Prepared under the Supervision of:
Ludwig Smeets — RCE No. C37221 — 12/5/13 DATE

REGISTERED PROFESSIONAL ENGINEER — LUDWIG I. SMEETS — No. C37221 — Exp. 06/30/14 — CIVIL — STATE OF CALIFORNIA

REVISIONS			
No.	DATE	SHEET	APPROVAL

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REF. C-3707, C-5322, C-5386, C-5629, F38, G38, OB-4127, OB-4126, OB-4047

AS-BUILT:

DESIGNED BY: LIS & VMC
DRAWN BY: VMC / AA
DESIGN CHECK BY: GEC
DRAFTING CHECK BY: GEC

ARTESIA BOULEVARD BETWEEN
PT W/LONG BEACH BLVD AND PT E/MURIEL AVE
SIGNING AND STRIPING PLAN

GRAPHIC SCALE 0 1 2 3

PAGE

FIELD BOOK

NO. R- 6974

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SHEET 8 OF 9

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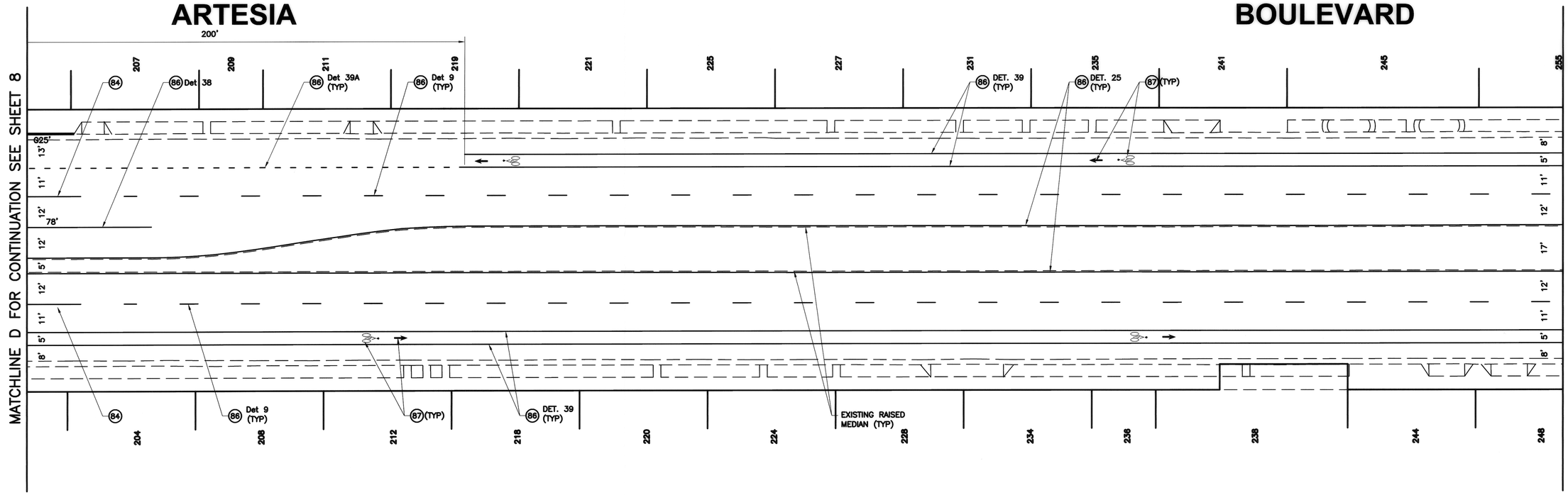

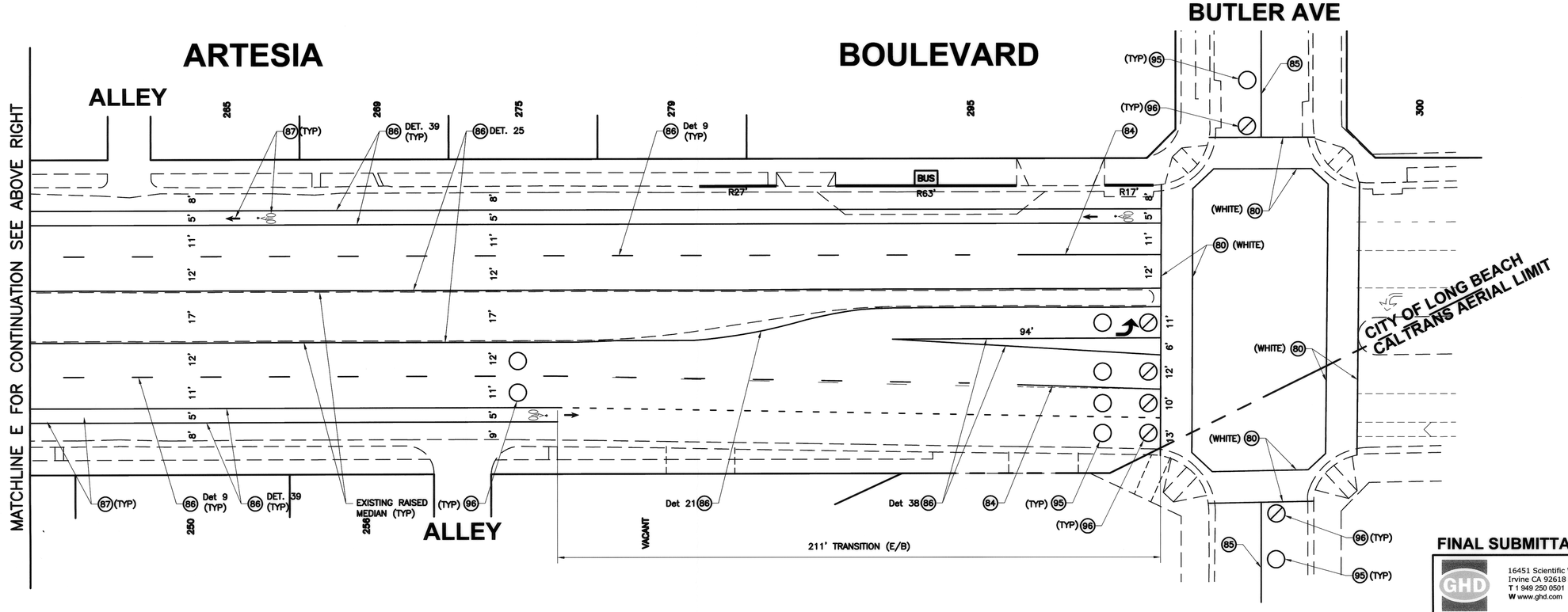

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ARTESIA BOULEVARD BETWEEN
PT E/MURIEL AVE AND PT E/BUTLER AVE
SIGNING AND STRIPING PLAN

GRAPHIC SCALE 0 1 2 3

PAGE

FIELD BOOK

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Ludwig Smeets — RCE No. C37221 — DATE 12/5/13

REGISTERED PROFESSIONAL ENGINEER
LUDWIG I SMEETS
No. C37221
Exp. 06/30/14
CIVIL
STATE OF CALIFORNIA

REVISIONS				DESCRIPTION
No.	DATE	SHEET	APPROVAL	
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DESIGNED BY: LIS & VMC
DRAWN BY: VMC / AA
DESIGN CHECK BY: GEC
DRAFTING CHECK BY: GEC

LAST SAVED BY: vcruz
PLOT DATE: Dec. 4, 13
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Exhibit "B"

PROJECT BUDGET

Item Description	City of Compton	City of Long Beach	Total Budget
Estimated Construction Cost	$ 94,913	$ 744,660	$ 839,573
Construction Contingency (15%)	$ 14,237	$ 111,699	$ 125,936
Design Services (10%)	$ 9,491	$ 74,466	$ 83,957
Const. Engrt., Const. Inspect., Project Mgmt. & Admin. (10%)	$ 9,491	$ 74,466	$ 83,957
Subtotal	$ 128,132	$ 1,005,291	$ 1,133,423
Overhead & Administration (2.5%)	$ 3,203	$ 25,132	$ 28,336
Budget Total	$ 131,336	$ 1,030,423	$ 1,161,759

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF LONG BEACH, INCLUDING ANY NECESSARY AMENDMENTS THERETO, FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET REHABILIATION PROJECT FOR ARTESIA BOULEVARD, FOR AN ESTIMATED TOTAL CONTRACT AMOUNT OF $131,336.**

Glen Kau	**11/24/2014 5:08:22 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/25/2014 3:07:42 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/25/2014 8:36:00 AM**
CITY CONTROLLER	DATE
Kelly Montgomery	**11/17/2014 6:45:11PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

December 2, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W. C. KAU, DIRECTOR OF PUBLIC WORKS / MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO WILLDAN ENGINEERING FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES**

SUMMARY

This resolution will authorize the City Manager to enter into a professional service agreement and issue a purchase order to Willdan Engineering for plan review and traffic engineering services rendered to the Public Works/Municipal Utilities Department for fiscal year 2014-2015.

BACKGROUND

The Public Works/Municipal Utilities Department reviews development projects for impacts to the public right-of-way, drainage issues, storm water quality impacts, sewer system impacts, and erosion control. The number of projects submitted for review exceeds the staff capacity of the Department. Staff is recommending this action in order to keep up with the demand for development projects throughout the City. Taking the recommended action will minimize the review process, turnaround time, improve service to the public, and increase the amount of revenue to the General Fund.

Willdan Engineering has extensive public works plan review and traffic engineering experience and is familiar with the City and its design requirements. Services will be provided on an "as needed" basis.

Service Explanation

- Technical plan check for engineering documents and plans
- Map review
- Conformance with Federal, State and local regulations particularly the California Subdivision Map Act and general compliance City Standards, Ordinances and Regulations

STATEMENT OF THE ISSUE

The Public Works/Municipal Utilities Department need for plan review and traffic engineering services is vital. Due to current staff shortage within the Public Works/Municipal Utilities recommends that an agreement and a purchase order be issued to Willdan Engineering to continue to provide these services on an "as-needed" basis through June 30, 2015. Due to the expenditures for Willdan has exceeding the $25,000 threshold for fiscal year 2014-2015, authorization from City Council is required.

FISCAL IMPACT

The cost for these services for the remainder of Fiscal year 2014-2015 is Twenty Five Thousand ($25,000). Funds are available in the Public Works/Municipal Utilities Department's 2014-2015 fiscal year Budget in the following accounts:

Account Number	Funding Description	Amount
1012-720-000-4233	Prop 42	$10,565
2502-710-000-4269	Landscape/Lighting	$ 9,935
2502-720-000-4236	Landscape/Lighting	$ 4,500
Total		**$25,000**

ALTERNATIVES

The City could choose not to utilize the services of this consultant and jeopardize the review of vital projects that come to the City of Compton for review services. Plan check review fees are a source of revenue for the City's General Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

GLEN W. C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO WILLDAN ENGINEERING FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES

WHEREAS, the Public Works/Municipal Utilities Department reviews development projects for impacts to the public right-of-way, drainage issues, storm water quality impacts, sewer system impacts, and erosion control; and

WHEREAS, the number of projects submitted for review exceeds the staff capacity of the Department; and

WHEREAS, staff is recommending this action in order to keep up with the demand for development projects throughout the City; and

WHEREAS, taking the recommended action will minimize the review process, turnaround time, improve service to the public, and increase the amount of revenue to the General Fund; and

WHEREAS, Willdan Engineering has extensive public works plan review and traffic engineering experience and is familiar with the City and its design requirements; and

WHEREAS, services will be provided on an "as-needed" basis; and

WHEREAS, the Public Works/Municipal Utilities Department need for plan review and traffic engineering services is vital; and

WHEREAS, due to staff shortage within the Public Works/Municipal Utilities, staff recommends that an agreement and a purchase order be issued to Willdan Engineering to continue to provide these through June 30, 2015; and

WHEREAS, due to the fiscal year expenditures for Willdan exceeding the $25,000 threshold, authorization from City Council is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Willdan Engineering to provide plan review and traffic engineering services.

SECTION 2. That the plan review and traffic engineering services are to be provided by Willdan Engineering shall be on an "as-needed" basis for Fiscal Year 2014-2015.

SECTION 3. That the funds for this expenditure are in the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget in the following accounts:

Account Number	**Funding Description**	**Amount**
1012-720-000-4233	Prop 42	$ 8,600
2502-710-000-4269	Landscape/Lighting	$ 9,935
2502-720-000-4236	Landscape/Lighting	$ 4,500
2502-720-000-4249	Landscape/Lighting	$ 1,965
Total		**$25,000**

SECTION 4. That a purchase order is authorized to be established for the services to be provided by Willdan Engineering in a not-to-exceed amount of $25,000.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works /Municipal Utilities Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ___ day of _____, 2014.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

WILLDAN
Celebrating 50 years of service

September 29, 2014

Mr. Glen Kau, PE
Director of Public Works
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Proposal to Provide Professional Plan Review Services for Fiscal Year 2014-2015

Dear Mr. Kau:

Willdan Engineering is pleased to submit our proposal to assist the City of Compton to provide civil engineering services. We understand that work will include services such as technical plan check for engineering documents and plans, review of maps and legal descriptions, conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations.

We are excited by the opportunity to bring our renowned "extension-of-staff" services and continue serving the City of Compton with the services identified above. With the addition of municipal utilities to the responsibilities of the Public Works Department, we propose to make the services of our fine Water Utilities Department available as well. Willdan is particularly pleased to be able to offer the services of **Elroy Kiepke, PE,** as our **Project Manager.** Mr. Kiepke has served various cities throughout his 45-year career as a City Engineer and Public Works Director. He is currently completing an assignment as Special City Engineer for the City of Azusa on a 1,500-unit subdivision. He is familiar with the challenges faced by cities from both the staff level and the management level and has the demonstrated ability to balance scarce resources and high demand for quality public services. Thus, his varied background and knowledge of the local setting and development interests make him the ideal selection for assisting the City of Compton with civil engineering services.

Our firm is uniquely qualified to provide these services for the following reasons:

Willdan's Relationship with the City and its Staff. Willdan has previously provided civil engineering services for the City and has developed a positive relationship with the City and its staff.

Willdan has the Resources to Meet a Compressed Time Schedule. Willdan's staff size, breadth of experience and collaborative approach among our team members will enable us to review all submittals of the anticipated plan sets in the desired turnaround time frame if not sooner.

Public Sector Experience. Our staff, many of whom have experience as former public agency staff and management understands the uniqueness of public agency needs and issues; they serve as building officials, city engineers, planning directors, traffic engineers and public agency staff members on a contract basis for numerous cities and counties. The diversity of our staffs' experience is an added value of our services.

Exceptional Tracking and Record-Keeping Capability. Willdan has a system for maintenance of records throughout and beyond the life of a project. Additionally, we offer the potential for electronic forms and an electronic tracking system available to the City for rapid recall of records with minimal wait.

No Learning Curve. Willdan has been providing services to local agencies in Los Angeles County, including the City of Compton, for 45 years. Our staff has hands-on working knowledge and direct experience implementing Los Angeles County and City standards. We have developed a well coordinated review process, including a plan check tracking and reporting system and specific discipline review checklists, to provide the City with timely, cost-effective service.

Core Competence. The services required for this project are directly related to our core competencies! No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one stop shop to meet virtually and municipal service need.

COMPENSATION

Because the work under this proposed contract is varied and irregular, it is proposed that Willdan be compensated at the current hourly rates for services requested by the City staff. As always, Willdan Engineering is open to discussions on this subject and will be happy to meet with the City to reach a mutually agreeable solution for both parties.

We appreciate the opportunity to submit our proposal and look forward to discussing our proposal with you and your staff. If there are any questions, please contact Elroy Kiepke by telephone at (562) 908-6278 or by email at ekiepke@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

William C. Pagett, PE
Senior Vice President

Elroy L. Kiepke, PE
Principal Project Manager

Enclosures

91005/06-130/P14-173_10115

PROJECT TEAM

Mr. Elroy Kiepke, PE, will serve as **Project Manager** for the City of Compton assignment. As a Principal Project Manager for Willdan, he will have responsibility for coordination and administration of services to be provided by Willdan.

Willdan proposes that **Mr. Kiepke,** be responsible for **Low Impact Development Plans (LID'S), erosion control, grading and drainage plan review** for the City of Compton. Mr. Kiepke has been performing grading plan review in Southern California since 1969, when he began his career with Los Angeles County Department of County Engineer. During his career, he has been responsible for grading plan review in the Cities of Agoura Hills, Rosemead, Alhambra, Paramount, La Habra Heights, Calimesa and Malibu.

Because of his involvement in grading plan review, Mr. Kiepke became involved in the Los Angeles County NPDES Permit in 1990 when the Early permit was obtained. Mr. Kiepke has been actively involved with the Los Angeles NPDES Permit providing recommendations for completing with the permit to the Cities of La Canada Flintridge, Paramount, Bell Gardens, Hawaiian Gardens, Rosemead and Bradbury. Mr. Kiepke has provided staff training for planners, field crews, inspectors, and administrative staff as required by the permit. With the implementation of the new LID provisions, Mr. Kiepke has been involved in the review and approval of these documents.

Mr. Kiepke is also the City Engineer/Deputy City Engineer in several cities represented by Willdan. Mr. Kiepke reviews development projects and recommends conditions of approval to provide compliance with the City's development goals contained in the General Plan and the standards contained in the Subdivision Ordinance. These cities include Rolling Hills Estates, Grand Terrace and Hawaiian Gardens.

Mr. Kiepke is familiar with City staff and procedures and has proven his value to the City of Compton. As City Engineer, he provided plan review for the following projects/assignments:

- City of Cerritos-Development review services for grading/drainage plans.
- City of Azusa-Special City Engineer on a 1,500-unit subdivision for streets, sewers, storm drains and final maps.
- City of Calimesa-Plan review services for the 4,500 unit development for streets, sewers, storm drains, and final maps.

Mr. David Knell, PLS, As Principal Project Manager of Mapping/Survey, **Mr. Knell** will be responsible for the review of final tract maps, parcel maps, lot line adjustments, loot mergers, and quit claim processes as well as providing land surveying expertise for the City of Compton. Mr. Knell has more than 40 years of experience in the surveying and mapping fields. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as expert witness in legal cases. Mr. Knell has a wide range of experience preparing and checking subdivision maps. As a contract checker for the cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos, and a surveyor in private practice, Mr. Knell has been involved in preparation and checking of numerous Parcel Maps and Tract Maps, A.T.L.A. Surveys, Records of Survey, Lot Line Adjustments Parcel Map Waivers, Certificates of Compliance, and boundary determinations. He is also responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. He has also worked with major utilities and title companies in determining easements and correcting defective legal descriptions.

Mr. Abner Catig, Senior Design Manager, will provide grading, drainage and utility plan review services. Mr. Catig has 32 years experience in public works design, including design of street widening, reconstruction and streetscape improvements, flood control and drainage improvements, grading and site plans, hydrology studies, sewer improvements and storm drains. He possesses extensive knowledge of California Department of Transportation (Caltrans), and Los Angeles County Department of Public Works (LACDPW) design criteria and guidelines.

Mr. Mike Bustos, Senior Engineer, is responsible for analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements and grading. Mr. Bustos has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, water resources planning and plan checking during his 13 years with the Willdan team.

Ms. Ruth Smith, Traffic Engineer, will be available to provide various traffic related services to the City of Compton. Recently, Ms. Smith has been involved in the preparation of proposals for the review of traffic studies for the City. This is in addition to services available through our traffic division for the review of striping plans, traffic signal plans, and the entire array of construction detour plans that occasionally are needed.

Elroy L. Kiepke, PE, CBO, QSD

City Engineer

Education

1969, B.S, Civil Engineering, Valparaiso University, Indiana

Registration

1973, CA, 022382, Civil

1986, CABO, CBO, 703

1994, ICBO Accessibility/Usability Specialist Certificate, 74013

Qualified SWPPP Developer, No. 00999

Affiliations

American Public Works Association

American Society of Civil Engineers

California Building Officials

International Conference of Building Officials

International Erosion Control Association

44 Years' Experience

Mr. Elroy L. Kiepke presently serves as a City Engineer for Willdan. He joined Willdan in July 1979 to assist in the formation of the Building and Safety Division. As the division grew, he became the Division Manager for Plan Check Services and City Engineer for some of Willdan's client cities. Mr. Kiepke began his professional career with the County of Los Angeles in June 1969. He received training in building plan check and subdivision plan check before taking permanent positions in the Subdivision Section and Building and Safety.

Relevant Project Experience

Engineering Plan Check

City of Santa Fe Springs, Development Plan Checking Services for the Village at Heritage Springs - Mr. Kiepke is responsible for grading plan review for this project which involves providing plan review of grading and street plans, storm drain, sewer, water and street lighting improvement plans for the Village at Heritage Springs Development.

City of West Covina, Engineering Plan Check Services – Mr. Kiepke is responsible for grading plan review for this project which involves performing development review services for the following plan reviews: parcel and tract maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution Prevention Plans; Grading & Drainage and Erosion Control Plans; and Public Construction Plans required of development projects. All these reviews to be recommended for approval by the City of West Covina in the final process of the plan review.

National Pollution Discharge Elimination System/Storm Drain Water Pollution Prevention Plan

For Willdan projects, Mr. Kiepke developed the policies and procedures for projects requiring State construction activity permits. The purpose is to create a partnership with the contractor to develop a Storm Drain Water Pollution Prevention Plan which best meets the needs of all parties involved with the project and complies with Clean Water Act requirements.

NPDES Compliance, City of San Marino, California. Responsible for providing NPDES services to include advising staff in required NPDES actions, complete annual NPDES report, and attend NPDES meetings.

NPDES Permit Compliance, City of Agoura Hills, California. City Engineer. Responsible for attending meetings, reviewing and proposing Ordinances, preparing reports, and communicating with the community to maintain the Cities NPDES compliance efforts. This activity went from the issuance of the early permit in 1990 through August 1997. Mr. Kiepke has worked extensively with the City on compliance with NPDES permit for separate storm sewer systems. He has been instrumental in preparing ordinances for improving management practices for projects which discharge to the storm drain. On behalf of the City, he attended meetings and attended seminars to gain a better understanding of how to better shape the program's goals.

NPDES Permit Compliance, Cities of Rosemead, Paramount, and Bell Gardens, California. Mr. Kiepke due to his familiarity and availability, took over the permit programs for the above cities in October 1997, and continues his efforts in this area.

This includes preparation of the Site Visit database for each city budget report preparation and attendance at Watershed meetings representing the cities.

Cities of Calimesa, and La Cañada Flintridge, California. Mr. Kiepke as part of the City Engineering responsibility, administered the NPDES Programs for these cities. The Calimesa assignment involved review of the Riverside County permit.

Atlantic Avenue Street Improvements, City of South Gate, California. Water Quality Task Leader responsible for developing a contractor SWPPP for construction of the street improvements. The project involved civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, and utility coordination services for improvements between Firestone Boulevard and south city limits.

Fitness Park, City of Paramount, California. Water Quality Task Leader responsible for developing a contractor SWPPP for construction of the project . The project includes synthetic turf play fields, 400 meter walking/running track, multi-use soft-footed trails, exercise stations, parking, security lighting, and enclosed decorative steel fencing for the entire park. The park is located within Southern California Edison's right-of-way – requiring a lengthy review and adherence to all SCE conditions of approval requirements.

Fountain Valley Recreation Center Expansion, City of Fountain Valley, California. Water Quality Task Leader responsible for developing a contractor SWPPP for construction of improvements to the recreation center. The project consisted of developing 23.5 acres and improving an existing 55-acre recreation facility. The project included adding a mile-long running trail, six new ball fields, circulation roads, and parking lots. The project included major infrastructure improvements such as storm drain, sewer, reclaimed water facilities for the irrigation systems and landscape improvements. Grants of more than $3 million in bond proceeds and recreation area revenue funded the project – the largest in the City's history.

Riverfront Park, City of Maywood, California. Water Quality Task Leader responsible for developing a contractor SWPPP for construction of improvements to a 7.3-acre park. Portions of land had been considered a Brown Field (contaminated soil). A thorough remediation program administered by the Environmental Protection Agency allowed reclaiming the land for public use. Development of the park included restroom facilities, retaining walls, landscaping, sidewalks, bicycle paths, a staging area for those using the Los Angeles River bicycle trail, a bridge, trails, demonstration garden, lawn and picnic areas, a basketball court, a soccer field, and the incorporation of a swale to add to a natural habitat setting and aid in the control of runoff.

City Engineering

- Calimesa (1998 - 2005)
- Hawaiian Gardens (2000 – 2005)
- La Cañada Flintridge (1998 – December 2002)
- Agoura Hills (1987 - 1998)
- Alhambra (July 1981 - 1995)
- La Habra Heights (July 1979 - May 1990)
- Bradbury (July 2002 – 2009)

As City Engineer for the above-referenced Southern California communities, Mr. Kiepke's duties include:

- administering the public works design and inspection staff for public works construction;

- attendance at City Council and planning commission meetings;
- conducting regular office hours in City Hall;
- coordinating with the director of public works regarding matters of public policy;
- investigating complaints and pursuing corrective actions;
- meeting and conferring with the public regarding issues of concern;
- review of building plans to confirm that imposed conditions have been met;
- review of development plans for compliance with Municipal Code and General Plan requirements;
- review of proposed projects to establish conditions for development; and
- working with city staff to address questions relating to engineering.

Public Works Director

- Calimesa (1998 - 2005)
- Hawaiian Gardens (2000 – 2005)
- La Cañada Flintridge (1998 – December 2002)
- Agoura Hills (1987 - 1998)
- Alhambra (July 1981 - 1995)
- La Habra Heights (July 1979 - May 1990)
- Bradbury (July 2002 – 2009)

As Public Works Director for the above-referenced Southern California communities, Mr. Kiepke's duties include:

- administering the public works design and inspection staff for public works construction;
- attendance at City Council and planning commission meetings;
- conducting regular office hours in City Hall;
- coordinating with the director of public works regarding matters of public policy;
- investigating complaints and pursuing corrective actions;
- meeting and conferring with the public regarding issues of concern;
- review of building plans to confirm that imposed conditions have been met;
- review of development plans for compliance with Municipal Code and General Plan requirements;
- review of proposed projects to establish conditions for development; and
- working with city staff to address questions relating to engineering.

#9.

David O. Knell, PLS

Principal Project Manager, Surveying and Mapping Services

Education

1971, B., Cartography, Boston University, Boston

Civil Engineering and Land Surveying Classes, California State University, Long Beach

Registration/Certification

1983, Land Surveyor, California No. 5301

Affiliations

California Land Surveyors Association

Southern California Experts & Consultants

40 Years' Experience

Mr. David O. Knell has more than 40 years of experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as an expert witness in legal cases. His experience includes the supervision of field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies. Mr. Knell has also done considerable work with title companies and attorneys for a variety of jobs.

Mr. Knell has a wide range of experience preparing and checking subdivision maps. As a contract checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos, and a surveyor in private practice, Mr. Knell has been involved in the preparation and checking of numerous Parcel Maps and Tract Maps, A.L.T.A Surveys, Records of Survey, Lot Line Adjustments, Parcel Map Waivers, Certificates of Compliance, and boundary determination. He also was responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. He has also worked with major utilities and title companies in determining easements and correcting defective legal descriptions.

Mr. Knell is currently the City Surveyor for the Cities of Agoura Hills, Big Bear Lake, Calabasas, Cerritos, Hawaiian Gardens, Indian Wells, La Cañada Flintridge, Lake Forest, Malibu, Paramount, Rosemead, and Yorba Linda.

He also has been the lead in dealing with LAFCO for various annexations in Los Angeles, Orange, and San Bernardino Counties.

He lectures frequently on the Laws of Easements and how to best write effective legal descriptions.

Mr. Knell also performs land surveying services for Stewart Title of California.

Relevant Project Experience

Linda Vista Hospital, Boss Law Firm. Project Manager. Responsible for preparing easement to remedy encroachment issues.

Puente Street Property, City of Covina, California. Project Manager. Responsible for preparing legal descriptions and exhibits for a property exchange between the City of Covina Redevelopment Agency and the Covina School District, which owns an adjacent property.

2010 ALTA Updates, Majestic Realty Company. Project Manager. Responsible for updating ALTA surveys last revised in 2000 for re-financing purposes.

Willow Place Widening, City of South Gate, California. Responsible for design survey for this project which involves the widening of Willow Place, within the existing right-of-way four feet on the east and west sides, from Long Beach Boulevard to Santa Fe Avenue, reducing the parkway width from 10 feet wide to six feet, with full-width sidewalks and a curb to curb width of at least 36 feet, plus upgraded street lights on Willow Place and also on numerous nearby streets. The project encompasses the following work: pavement rehab, curb and gutters, new sidewalks/curb and gutter, drive approaches removal of street trees, relocation of fire hydrants, relocation of water meters and other utilities, wheelchair ramps, relocation of street lights, conversion of street lights from series to multiple system, planting of street trees, striping, etc. The project involves the design, bidding and award process and full construction management, including resident engineering, materials testing and utility

David O. Knell, PLS
Continued

coordination. Biweekly meetings are planned along with special meetings as warranted. Community outreach is continuous through design construction, including direct communications with residents as special needs arise.

2445 Metzler Drive, The Boss Law Firm, APLC. Project Manager. Responsible for preparing estimate of cost to survey, design, and construct road to property with no legal access. The work required the acquisition of property for a new public street or a private driveway.

Traffic Signal 210 Freeway at Waterman Avenue, City of San Bernardino, California. Responsible for providing survey services for this project which involved constructing a new traffic signal and the widening of the 210 freeway off-ramp at Waterman Avenue to provide dual left turn lanes and a dedicated right turn lane. The project also included the installation of hardwire signal interconnect to connect the new traffic signal with the existing traffic signal at Waterman Avenue and 30th Street, as well as, striping modifications for westbound 30th Street at Waterman Avenue to provide dual right turn lanes. Improvements for the project occurred within the existing City and State right-of-ways and no right-of-way acquisition was required. Coordination with Caltrans during the encroachment permit process was also required.

Alondra Boulevard Street Resurfacing, City of Paramount, California. Responsible for providing survey services for this project which involved the preparation of plans, specification and estimate for resurfacing of Alondra Boulevard from Hayter Avenue to West City Limit. Other services provided by Willdan included utility coordination, labor compliance, federal fund processing, pavement engineering, and materials engineering. Project was part of the Economic Stimulus Package funding (ARRA 2).

4th Street, Beaumont, CA, Inland Empire Resource Conservation District (IERCD). Project Manager. Responsible for checking legal descriptions for the proposed conservation area.

Survey of Encroachments and Driveway-7255 Tranquil Place, Sunland, California, The Boss Law Firm, APLC. Project Manager. Responsible for survey of a flag lot shaped property with a driveway being used without authorization by a neighbor to the west.

Claim 258423 (Stark-de Boer), Fidelity National Title Group. Project Manager. Responsible for investigating an encroachment issue and preparing a lot line adjustment, if necessary.

Malibu Hills Properties, Murphy Rosen & Meylan LLP. Project Manager. Responsible for investigating into the access to 13 parcels in an unincorporated area near Malibu off Corral Canyon Road and Decker Road.

As-Needed Engineering Services, City of Lawndale, California. Responsible for providing as-needed surveying and mapping services to the City's Community Development Department.

#9.

Abner Catig

Senior Design Manager

Education

BS, Civil Engineering Cebu Institute of Technology, Philippines

Los Angeles County Hydrologic Method California State University, Long Beach

30 Years' Experience

Mr. Abner Catig, as a Senior Design Manager for the Design Services Division of Willdan, is responsible for design and preparation of plans, specifications, and estimates for numerous public works projects. His 30 years experience includes design of flood control and drainage improvements, grading and site plans, hydrology studies, sewer improvements, storm drains, and streets and highways. He possesses extensive knowledge of California Department of Transportation (Caltrans), Los Angeles County Department of Public Works, and Orange County Environmental Management Agency design criteria and guidelines. As a project engineer, Mr. Catig ensures that design team members, including pavement, geotechnical, and survey crew subconsultants are provided with all necessary information to accurately complete plans and specifications. Additionally, Mr. Catig works closely with drafters and technicians to develop a comprehensive and accurate product. Mr. Catig's computer experience includes the Microstation and COGO programs.

Prior to joining the Willdan team, Mr. Catig was employed as a construction engineer for an international private firm, responsible for supervising construction of sewer systems in Riyadh, Saudi Arabia, which included 140 linear miles of pipe laying and 20,000 house connections.

Relevant Project Experience

Street Improvement Projects

West Foothill Boulevard Bike Lanes, City of La Cañada Flintridge, California. Willdan is providing professional traffic engineering design services for the West Foothill Bikeway Project. The project will accommodate a type II bike lane along Foothill Boulevard from West City Limit to Alta Canyada Road and Alta Canyada Road from Foothill Boulevard to Descanso Drive. The project's objective is to connect the Red Route Bikeway Project with the West Foothill Bikeway Project.

Willow Place Widening, City of South Gate, California. Mr. Catig is the Civil Engineer of this project which involves the widening of Willow Place, within the existing right-of-way four feet on the east and west sides, from Long Beach Boulevard to Santa Fe Avenue, reducing the parkway width from 10 feet wide to six feet, with full-width sidewalks and a curb to curb width of at least 36 feet, plus upgraded street lights on Willow Place and also on numerous nearby streets. The project encompasses the following work: pavement rehab, curb and gutters, new sidewalks/curb and gutter, drive approaches removal of street trees, relocation of fire hydrants, relocation of water meters and other utilities, wheelchair ramps, relocation of street lights, conversion of street lights from series to multiple system, planting of street trees, striping, etc. The project involves the design, bidding and award process and full construction management, including resident engineering, materials testing and utility coordination. Biweekly meetings are planned along with special meetings as warranted. Community outreach is continuous through design construction, including direct communications with residents as special needs arise.

Alondra Boulevard Street Resurfacing, City of Paramount, California. Mr. Catig provided civil design services for this project which involved the preparation of plans, specification and estimate for resurfacing of Alondra Boulevard from Hayter Avenue to West City Limit. Other services provided by Willdan included utility coordination, labor compliance, federal fund processing, pavement engineering, and materials engineering. Project was part of the Economic Stimulus Package funding (ARRA 2).

Alondra Boulevard Improvements/Street Resurfacing Project, City of Paramount, California. Mr. Catig was the Senior Design Manager of this project

Abner Catig
Continued

which involved the preparation of plans, specification and estimate for the City of Paramount's Alondra Boulevard Resurfacing Project. Project limits were Alondra Boulevard from Paramount Boulevard to Hayter Avenue. Other services provided by Willdan included utility coordination, federal paperwork for E-76, and pavement engineering. Project was part of the Economic Stimulus Package Funding and was completed in a fast and efficient matter.

Rosemead Boulevard Rehabilitation Project, City of Pico Rivera, California. Mr. Catig was the Project Manager who was also responsible for civil design and project advertisement for this project. Willdan provided professional engineering services for the Rosemead Boulevard Rehabilitation Project from Washington Boulevard to Telegraph Road. Services included preliminary engineering, surveying, preparation of plans and specifications, pavement rehabilitation, reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches, median improvements, traffic signal upgrades, and signing and striping.

Palos Verdes Drive North Bike Lane Project, City of Rolling Hills Estates, California. Mr. Catig was the Senior Design Manager of this project. Willdan Engineering secured federal STPL funds in the amount of $2,081,000 (Call for Projects Grant) and state fund in the amount of $554,580 (SR2S Grant) that will serve as the local match for the design and construction of the Palos Verdes Drive North Bike Lanes between Crenshaw Boulevard and the West City Limits. Willdan Engineering provided professional engineering and construction engineering services to the City of Rolling Hills Estates for the Palos Verdes Drive North Bike Lane Project. The design aspect of the project included the roadway widening approximately 1.26 miles long for the addition of 5 foot bike lanes within a 200 foot right-of-way, as well as the addition of a second through lane at major intersections to increase capacity. The improvements included the installation of raised medians, street resurfacing and traffic signal modifications. Other services provided by Willdan Engineering and essential to the success of the project included utility coordination/relocation, federal funding administration; environmental clearance (NEPA and CEQA); contract administration and construction inspection.

Somerset Boulevard Resurfacing, City of Paramount, California. Civil Engineer. Willdan prepared plans and specifications and provided construction engineering and labor compliance for the street resurfacing of Somerset Boulevard from Orange Avenue to Lakewood Boulevard including the installation of vehicle detection cameras on traffic signals.

Somerset and Orange Improvements/Resurfacing Project, City of Paramount, California. Senior Design Manager. This project involved the preparation of plans, specification and estimate for the City of Paramount Street Resurfacing Project. Project limits are Somerset Boulevard from Orange Avenue to West City limits and Orange Avenue from Alondra Boulevard to Jackson Street. Other services provided by Willdan include utility coordination, federal paperwork for E-76, and pavement engineering. Project is part of the Economic Stimulus Package funding and will be completed in a fast and efficient matter.

#9.

Michael D. Bustos, PE, ENV SP

Associate Engineer II

Education

BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo

Registration/Certification

Civil Engineer, California No. 73173

Envision Sustainability Professional

12 Years' Experience

Mr. Michael D. Bustos is responsible for analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements, and grading. Mr. Bustos has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, water resources planning, and plan checking during his 12 years with the Willdan team.

Relevant Project Experience

Pipeline Design/Rehabilitation

Q Street Sewer Rehabilitation, City of Bakersfield, California. Project Engineer. Responsible for coordinating all field efforts for cleaning and video logging of the 33-inch line condition, preparing a report of findings, and recommending pipeline and manhole rehabilitation methods. Following CCTV inspection, assessment, and recommendations for rehabilitation, prepared plans, specifications, and estimate for construction of a cured-in-place-pipe (CIPP) liner for approximately 3,850 linear feet of existing 33-inch RCP sewer and polyurethane coating of fifteen existing manholes. Design services included preparation of sewer rehabilitation specifications, traffic control plans, sewage bypass system, and procurement of Caltrans encroachment permit for trenching bypass piping across State Route 204 and Highway 178.

River Road Bridge Pipelines, Western Municipal Water District, California. Mr. Bustos assisted in preparation of plans and specifications for approximately 3,500 linear feet of 30-inch ductile iron sewer force main, including 1,200 linear feet through the proposed River Road Bridge in Riverside, California. He also prepared plans and specifications for three 20-inch welded steel water pipelines through the new River Road Bridge. His responsibilities included PS&E preparation and coordination with the bridge designer and other utility agencies installing new pipelines through the bridge. During the construction phase, he served as construction manager for Western Municipal Water District and Western Riverside County Regional Wastewater Authority. Willdan provided full time inspection of pipeline installation, steel pipe joint welding, and field- and shop-applied epoxy coatings. Responsibilities included submittal review, RFI responses, inspection coordination, and coordination with the bridge designer, County of Riverside, and other utility agencies installing new pipelines through the bridge.

Camp Conrad Chinnock Water and Sewer Improvements, Diabetic Youth Services, Inc., California. Design Engineer. Mr. Bustos assisted with preparation of plans, specifications, and estimate for construction of water and sewer improvements at Camp Conrad Chinnock in Angelus Oaks, CA. The campground is in a heavily wooded area on U.S. Forest Service leased land off of Highway 38. The water design included installation of approximately 600 linear feet of 4-inch PVC water pipe and new service connections to the camp's cabins. Sewer design included abandonment of all existing sewer pipe and septic tanks, installation of approximately 2,200 linear feet of 6-inch PVC sewer pipe, a new 10,000 gallon concrete septic tank, new sewer service laterals, and expansion of the existing leach fields. Agency approvals were required by San Bernardino County Building & Safety and Environmental Health Departments, U.S. Forest Service and Santa Ana Regional Water Quality Control Board.

Willdan prepared the plans, specifications, and engineer's estimates for the construction of water and sewer improvements at Camp Conrad Chinnock in Angelus Oaks, CA. The campground is in a heavily wooded area on U.S. Forest Service

leased land off Highway 38. Agency approvals were required by San Bernardino County Building & Safety and Environmental Health Departments, U.S. Forest Service, and Santa Ana Regional Water Quality Control Board.

Water/Wastewater Engineering. The water design included installation of approximately 600 linear feet of 4-inch PVC water pipe and new service connections to the camp's cabins. Sewer design included abandonment of all existing sewer pipe and septic tanks, installation of approximately 2,200 linear feet of 6-inch PVC sewer pipe, a new 10,000-gallon concrete septic tank, new sewer service laterals, and expansion of the existing leach fields.

Tajiguas Landfill Storm Drain Rehabilitation, County of Santa Barbara, California. Project Manger. Mr. Bustos assisted the County in evaluating the condition of an existing 48-inch HDPE storm drain pipe at their Tajiguas Landfill in Goleta, CA. During routine inspections, the County's staff observed signs of structural damage and deformation of the pipe's interior, which lead to concerns regarding failure of the pipe. Mr. Bustos, with the support of Trenchless Resources International, analyzed the available construction plans, inspection records, site conditions, and consulted with the pipe manufacturer to determine the cause of the observed structural damage and develop a plan to stop further deformation and stabilize the pipe. The evaluation determined that the cause of the pipe deformation and damage was due to soil related issues. He is currently working with Willdan Geotechnical to provide PS&E for soil stabilization measures.

Del Obispo Bridge Widening, City of San Juan Capistrano, California. Project Manager. Mr. Bustos prepared plans and specifications for replacement and relocation of approximately 350 linear feet of existing 8-inch ACP water line with 12-inch PVC, as part of the Del Obispo Bridge Widening project. The bridge crossing included approximately 160 linear feet of 12-inch steel pipe, designed to be suspended from the bottom of the widened bridge deck, by means of hanger supports. Flexible expansion joints and associated utility vaults were specified to be constructed at each end of the bridge.

Pump Stations

Westlake Village Community Park Pump Stations, City of Westlake Village, California. Mr. Bustos prepared plans and specifications for one potable water pump stations and two reclaimed water pump stations at the City's proposed Westlake Community Park. Design of the potable water pump station included two 125-gpm, VFD-controlled end suction centrifugal pumps enclosed in a pre-fabricated fiberglass shelter. Design of the reclaimed water pump stations included a combination of VFD-controlled submersible turbine pumps and vertical inline centrifugal pumps discharging to two pressure zones for the park's irrigation system. Responsibilities for each pump station included pump selection, motor sizing, and pump station piping and building layout and utilities.

#9.

Ruth Smith, TE, PTP

Project Manager

Education

1975, BS, Civil Engineering, California Polytechnic State University, Pomona

Registration/Certification

2007, Professional Transportation Planner

1992, Traffic Engineer, California No. 1650

Affiliations

Institute of Transportation Engineers
Past President, So Cal Section, 2007-08

American Society of Civil Engineers

Orange County Traffic Engineering Council

APWA WATCH Committee

32 Years' Experience

Ms. Ruth Smith is a Project Manager at Willdan with more than 32 years of experience in traffic and transportation engineering. During her career, she has worked in both the private and public sectors and her work at Willdan reflects this. Ms. Smith performs various types of traffic studies for client cities and private developers. She also serves as the City Traffic Engineer for the Cities of Placentia and Temecula and as the consulting Traffic Engineer for the City of Rancho Palos Verdes. Her traffic study experience includes preparing and reviewing traffic impact studies, determining the feasibility of converting an existing two-lane roadway to a Complete Street, preparing neighborhood traffic management and parking plans, preparing traffic impact analyses for proposed developments and for Project Study Reports/Project Reports for proposed highway improvement projects, preparing parking analyses for existing and proposed developments, conducting Engineering and Traffic Surveys to set speed limits, conducting traffic signal warrant studies, preparing successful grant applications for Suggested Route To School funding and Calls for Projects, and implementing SRTS non-infrastructure projects. One of Ms. Smith's most recent projects involved updating 450 tsunami signs for the City of Los Angeles. Ms. Smith also presents the studies to Traffic Safety Commissions, Planning Commissions and City Councils. Ms. Smith is also a member of APWA's Work Area Traffic Control Handbook (WATCH) Committee.

As City Traffic Engineer for Placentia, two half-days a week, Ms. Smith's duties include handling citizen requests, being responsible for the Traffic Safety Commission, reviewing traffic impact studies for proposed developments and writing conditions of approval, managing the residential permit parking program, conducting school studies and upgrading school signage, conducting traffic collision analyses, coordinating with thefour Orange County Transportation Authority (OCTA) traffic signal coordination corridor projects within the City, coordinating with Caltrans regarding the SR-57 widening project, and reviewing traffic control and signing and striping plans.

Experience at prior firms includes supervision of traffic impact, parking, trip generation and onsite circulation studies and reports. The projects ranged from small developments to Specific Plans, with land uses ranging from large residential developments to vineyards to asphalt plants. She interfaced with clients and municipal staff, coordinated work with civil engineering and environmental consultants, and appeared before planning commissions, city councils and boards of supervisors.

Ms. Smith also worked for the City of Santa Ana as a Senior Traffic Engineer for 14 years, where she developed and administered the City's Neighborhood Traffic Management Plan program, including traffic diverters and speed humps; several neighborhood parking management plans; and the speed hump program. She also supervised preparation and review of signing and striping plans for three years. Ms. Smith handled citizen requests for stop signs, parking restrictions, crosswalks, etc. and managed the Santa Ana Pedestrian Safety Task Force. Ms. Smith regularly made presentations to City Commissions, the City Council, the Environmental and Transportation Advisory Committee, schools, business groups, and neighborhood associations.

At various times at Santa Ana, Ms. Smith was also responsible for coordinating with Caltrans on several freeway projects, including two freeway widening projects; dealt with litigation; and handled school issues, including Suggested Routes to School maps and Adult School Crossing Guard studies. Ms. Smith also administered an Office of Traffic Safety grant for a citywide crosswalk study, a citywide speed limit

Ruth Smith, TE, PTP
Continued

update, the City's traffic control devices inventory and the City's accident database (Crossroads).

Ms. Smith served on the APWA committee that produced the 2001 and 2006 editions of the Work Area Traffic Control Handbook (WATCH) and recently returned to the committee to assist in preparation of the 2012 edition.

Relevant Project Experience

Placentia Metrolink Station, Orange County Transportation Authority, California. Willdan prepared the Plans, Specifications, and Estimates for the new Metrolink commuter rail station in the City of Placentia, California. The new station will be located along the San Bernardino Subdivision of the BNSF Railway. The proposed Metrolink project site is located in the City of Placentia, east of the SR-57 Freeway, north of Orangethorpe Avenue at the northeast corner of Melrose Avenue and Crowther Avenue. The project site, identified in the environmental document, is approximately 4.75 acres. The project will provide a commuter rail station that meets current and future transit demand. The project is expected to foster train ridership growth in the region. The station is a key component of transit-oriented development envisioned in the Westgate Specific Plan for the City of Placentia. The Metrolink station project will generally include street improvements, railroad track improvements, pedestrian improvements, new rail platforms, and parking facilities.

Avenue I/SR 14 Interchange, City of Lancaster, California. Willdan prepared a Project Report, Environmental Document, and the Plans, Specifications, and Estimates for the Avenue I/SR 14 Interchange project. The project includes the widening of Avenue I under SR-14, a new southbound off-ramp, widening of the remaining ramps, drainage improvements, and undergrounding of overhead utilities. One new bridge, two tieback retaining walls, standard retaining walls, a storm drain, and two traffic signals are included.

The City of Lancaster relieved the consultant originally contracted for the Avenue I/ SR 14 Interchange project due to schedule concerns. Since Willdan had completed the design and obtained approvals for Avenue H/SR 14 Project Report and Plans Specifications and Estimates, we were selected to complete the PA/ED and Plans, Specifications, and Estimates for this project.

Traffic Impact Studies

McBean Regional Transportation Center Park-and-Ride Facility Traffic Impact Analysis, City of Santa Clarita, California. Traffic Study Lead. Willdan prepared a traffic impact analysis in support of the design effort for the City's proposed addition of a park-and-ride facility to the existing bus transfer station. The project will provide a parking lot, kiss-and-ride drop-off lane, and new bus bays for the existing commuter bus lines. Since the commuter bus lines currently stop at nearby off-site bus stops, counts were conducted of the commuters who would be relocated to the new park-and-ride lot, including those who are dropped off. These trips were then subtracted from the estimated new trips that would be generated by the park-and-ride lot and re-routed. The existing bus trips were re-routed to go through the transit center. The results of the traffic study were used in other technical studies in support of NEPA and CEQA documentation.

#9.

WILLDAN ENGINEERING
Schedule of Hourly Rates
Effective July 1, 2014 to June 30, 2015

ENGINEERING	
Technical Aide	$90.00
Drafter I	101.00
Drafter II	106.00
Senior Drafter	117.00
GIS Analyst I	122.00
GIS Analyst II	138.00
GIS Analyst III	155.00
Design Engineer I	122.00
Design Engineer II	127.00
Designer I	122.00
Designer II	127.00
Senior Design Engineer I	133.00
Senior Design Engineer II	138.00
Senior Designer	138.00
Associate Engineer	143.00
Design Manager	143.00
Senior Design Manager	154.00
Senior Engineer	154.00
Supervising Engineer	165.00
Program Manager	185.00
Project Manager	185.00
City Engineer	185.00
Principal Project Manager	185.00
Deputy Director	195.00
Director	201.00
Principal Engineer	215.00

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	101.00
Labor Compliance Manager	127.00
Utility Coordinator	133.00
Assistant Construction Manager	127.00
Construction Manager	154.00
Senior Construction Manager	160.00
Project Manager	185.00
Deputy Director	195.00
Director	201.00

INSPECTION SERVICES	
Assistant Public Works Observer	**106.00/116.00
Public Works Observer	**106.00/116.00
Senior Public Works Observer	117.00
Supervising Public Works Observer	127.00

MAPPING AND EXPERT SERVICES	
Survey Analyst I	106.00
Survey Analyst II	122.00
Calculator I	106.00
Calculator II	117.00
Calculator III	128.00
Senior Survey Analyst	138.00
Supervisor - Survey & Mapping	160.00
Principal Project Manager	185.00

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	106.00
Associate Landscape Architect	122.00
Senior Landscape Architect	133.00
Principal Landscape Architect	155.00
Principal Project Manager	185.00

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	74.00
Plans Examiner Aide	80.00
Assistant Construction Permit Specialist	90.00
Construction Permit Specialist	85.00
Code Enforcement Officer	85.00
Assistant Building Inspector	**101.00/116.00
Senior Code Enforcement Officer	101.00
Senior Construction Permit Specialist	106.00
Supervising Construction Permit Specialist	111.00
Building Inspector	**111.00/116.00
Supervisor Code Enforcement	122.00
Senior Building Inspector	122.00
Plans Examiner	122.00
Supervising Building Inspector	133.00
Senior Plans Examiner	133.00
Inspector of Record	149.00
Deputy Building Official	149.00
Plan Check Engineer	149.00
Building Official	155.00
Supervising Plan Check Engineer	155.00
Principal Project Manager	185.00
Deputy Director	195.00
Director	201.00

PLANNING	
Community Development Technician	90.00
Planning Technician	90.00
Assistant Planner	111.00
Assistant Community Development Planner	111.00
Associate Community Development Planner	122.00
Associate Planner	122.00
Senior Community Development Planner	138.00
Senior Planner	138.00
Principal Community Development Planner	155.00
Principal Planner	155.00
Deputy Director	195.00
Director	201.00

ADMINISTRATIVE	
Computer Data Entry	69.00
Clerical	69.00
Word Processing	69.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of $500.00.

** Prevailing Wage Project, Use $116.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2014 thru June 30, 2015, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

Firm's Experience

Location	**Azusa, CA**
Owner	**City of Azusa** **Mr. Roy E. Bruckner, Project Manager, (626) 812-5236**
Construction Cost	Not applicable.
Year Completed	2010
Project Manager's Name	Elroy Kiepke
Description	Willdan provided engineering plan check services specific to the Rosedale project, a master-planned community of 1,500 new homes to be developed on the former Monrovia Nursery Site. Oriented around an active village core and recreation center, Rosedale will include a series of neighborhoods with parks, a new K-8 school, fire station, MetroLink Gold Line Station, and 200 acres of permanently preserved natural hillsides. Willdan's services included plan review, inspection, coordination of consultant activities, other agencies and utility services, preparation of staff reports, and attendance at City Council and Commission meetings.

Location	**Lawndale, CA**
Owner	**City of Lawndale** **Ms. Marlene Miyoshi, Director of Public Works, (310) 973-3265**
Construction Cost	Not applicable
Year Completed	2005
Project Manager's Name	Elroy Kiepke
Description	Willdan provided review services for building projects within the City for public works requirements. In addition, Willdan performed map checking and improvement plan review for private developments within the City of Lawndale.

Location	**West Covina, CA**
Owner	**City of West Covina** **Mr. Naresh Palhiwala, Principal Engineer, (626) 939-8425**
Construction Cost	Not Applicable
Year Completed	2008
Project Manager's Name	Elroy Kiepke
Description	Willdan performed development review services for the following plan review: Parcel and Tract Maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution Prevention Plans; and Grading and Drainage and Erosion Control Plans;

#9.

	Public Construction Plans required of development projects. All these reviews were recommended for approval by the City of West Covina in the final process of the plan review.

Location	**Santa Fe Springs, CA**
Owner	**City of Santa Fe Springs** **Mr. Tom Lopez, Assistant Director, (562) 868-0511**
Construction Cost	Not applicable
Year Completed	2008
Project Manager's Name	Elroy Kiepke
Description	Willdan provided plan review of grading and street plans, storm drain, sewer, water and street lighting improvement plans for the Village at Heritage Springs Development.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN ENGINEERING

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **WILLDAN ENGINEERING,** (hereinafter referred to as **"CONSULTANT"**) located at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443.

RECITALS:

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced civil engineering firm to provide plan review and traffic engineering services on an "as-needed" basis during Fiscal Year 2014-2015; and

WHEREAS, Consultant (Willdan Engineering) warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2014, the City Council gave approval to award a contract to the Consultant to provide the services required on an "as-needed" basis; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and provide civil engineering services, to include but not be limited to: technical plan check for engineering documents and plans, map reviews, conformance with Federal, state and local regulations, particularly the California Subdivision Map Act and general compliance with City standards, ordinances and regulations on an "as-needed" basis, as further detailed in Consultant's **"Proposal"** dated September 29, 2014, which is incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Elroy Kiepke, P.E., Principal Project Manager of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services, on a **"as-needed" basis**, provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until each of the assigned services assigned to be rendered are complete. This Agreement shall expire as of June 30, 2015, or when the authorized compensation has been exhausted, whichever occurs first, unless terminated earlier.

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within Consultant's **"Fee Schedule"**, which is attached hereto and incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Twenty Five Thousand Dollars ($25,000.00).** The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works/Municipal Utilities Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time

or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or

indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by

the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his

responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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 will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

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

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not

make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

WILLDAN ENGINEERING
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443
Attn: William C. Pagett, P.E.
Senior Vice President
(562) 908-6200
(562) 695-2120 – fax.
(800) 499-4484
www.willdan.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Municipal Utilities Department
(310) 605-5505
(310) 605-6326 – fax.

Note: A copy of any notice provided to the Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

WILLDAN ENGINEERING/CONSULTANT

Dated: _____ **By _____**
William C. Pagett, P.E., Senior Vice President

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By _____**
Glen W. C. Kau, P.E., Director Public Works/Municipal Utilities Department

Approved By:

Dated: _____ **By _____**
G. Harold Duffey, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

December 2, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W.C. KAU, DIRECTOR OF PUBLIC WORKS/MUINICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ASPHALT SERVICE REPAIR AGREEMENT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR URGENT POTHOLE REPAIR SERVICES WITHIN THE CITY OF COMPTON ($200,000)**

SUMMARY
The Public Works Department is requesting the City Council to authorize the City Manager to enter into an asphalt repair agreement and issue a purchase order to JetPatcher USA, Inc. for urgent pothole repair services within the City of Compton.

BACKGROUND
The City maintains approximately 173 centerline miles of pavement within the City limits. City staff obtained a pavement management study which will provide the necessary inventory, pavement condition information, recommended methodology for rehabilitation, qualified funding sources and plan/approach to rehabilitate the City's streets.

However, our City streets are still required to be maintained prior to complete rehabilitation such that they remain passable without further deterioration to the pavement. The many potholes, alligator cracks, uneven pavement sections, inadequate drainage areas (which exacerbates pavement surface condition), as well as damaged curb-gutter segments continues to exist throughout the City. This condition is particularly prevalent on Central Avenue.

On November 13, 2014, JetPatcher along with City staff reviewed the current pavement conditions along Central Avenue between Greenleaf Boulevard and El Segundo Boulevard. The conditions were viewed as potentially hazardous for driving. The City continues to receive numerous complaints from citizens regarding the pavement condition along Central Avenue.

In order to "reduce" the pavement deterioration, staff contacted JetPatcher (who uses an asphalt emulsion and aggregate material) to repair potholes which are stronger and last longer than traditional cold-mix asphalt. The four step repair process completes within 15-20 minutes and can be driven on immediately. The City has already used this process to make minor street repairs quickly and to supplement traditional pothole/asphalt repairs. While this is a longer lasting repair, it is not intended as a permanent repair. The process prevents pavement conditions from worsening until proper street rehabilitation techniques can be performed.

The asphalt repairs will include approximately 28,900 square feet along Central Avenue from Victoria Street to 130th Street as well as other eligible streets citywide at an estimated cost of $200,000 (see the attached proposal).

STATEMENT OF THE ISSUE

JetPatcher is currently providing services to the City and is willing to continue their services until such time as permanent repairs can be made to City streets. Therefore, in order to reduce the pavement deterioration of City streets, particularly on Central Avenue, City Council authorization is necessary.

FINANCIAL IMPACT

Funds in the amount not to exceed $200,000 are available in the Public Works 2014-2015 Fiscal Year budget in Account Number 1900-710-000-4269 (Proposition C).

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

GLEN W.C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUINICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

Attachment : JetPatcher Central Street Project Proposal

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ASPHALT SERVICE REPAIR AGREEMENT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR URGENT ASPHALT REPAIR SERVICES WITHIN THE CITY OF COMPTON ($200,000)

WHERAS, the City of Compton maintains approximately 173 centerline miles of pavement within the City limits;

WHEREAS, the City has obtained a pavement management study which provided the necessary inventory, pavement condition information, recommended methodology for rehabilitation, qualified funding sources and plan/approach to rehabilitate the City's streets; and

WHEREAS, City streets are still required to be maintained prior to complete rehabilitation such that they remain passable without further deterioration to the pavement; and

WHEREAS, to reduce pavement deterioration, staff contacted JetPatcher who uses an asphalt emulsion and aggregate material to repair potholes which are stronger and last longer than traditional cold-mix asphalt; and

WHEREAS, asphalt repairs will encompass 28,900 square feet along Central Avenue from Victoria Street to 130th Street as well as other eligible streets citywide at a cost not-to-exceed $200,000; and

WHEREAS, funds in the amount not to exceed $200,000 are in the Public Works 2014-2015 Fiscal Year budget in Account Number 1900-710-000-4269 (Proposition C); and

WHEREAS, pursuant to Resolution No. 23,759, the City Manager has issued a purchase order for $75,000.00 on an urgent basis which is inclusive of the $200,000.00 requested; and

WHEREAS, in order to reduce the continued pavement deterioration of City streets, City Council authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into an asphalt repair service agreement upon the advice of the City Attorney, and issue a purchase order to JetPatcher USA, Inc. in an amount not to exceed $200,000, including the $75,000.00 purchase order issued on an urgent basis, to provide asphalt repair services on roads within the City's boundaries.

SECTION 2. That funds in the amount of $200,000.00 are available in the Public Works & Municipal Utilities 2014-2015 fiscal year budget account number 1900-710-000-4269.

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, and the Public Works and Municipal Utilities Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was passed and adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2014, by the following vote:

AYES: **COUNCILMEMBERS –**
NOES: **COUNCILMEMBERS –**
ABSTAIN: **COUNCILMEMBERS –**
ABSENT: **COUNCILMEMBERS –**

_____
CITY CLERK OF THE CITY OF COMPTON

Central Avenue Project

Presented by,
Abraham Lopez
Operations Manager
Jetpatcher USA, INC

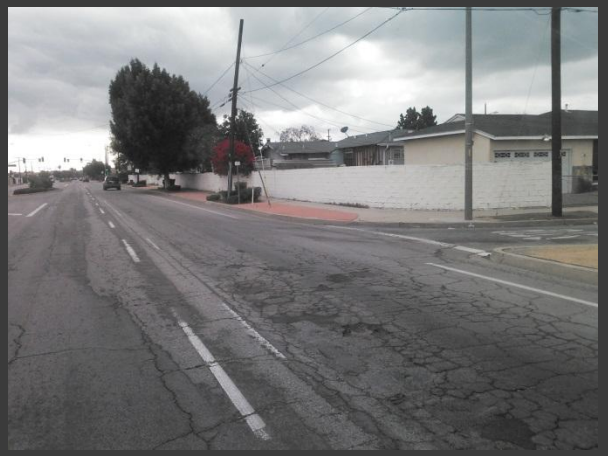
Nov 12, 2014

#10.

CITY OF COMPTON

#10.

CENTRAL AVENUE
EXAMPLES OF JOBS TO DO



CITY OF COMPTON

CENTRAL AVENUE
EXAMPLES OF JOBS TO DO

CITY OF COMPTON

CENTRAL AVENUE PROJECT TOTALS

BLKS	STREETS	POTHOLE REPAIR TOTAL SQFT	TOTAL $
3	Victoria - FWY 91	2,633	$ 13,167
2	Fwy 91 - Greenleaf	1,756	$ 8,778
3	Greenleaf Blvd. - Alondra	2,633	$ 13,167
6	Alondra - Compton	5,267	$ 26,334
1	Compton – Brazil	1,278	$ 6,389
2	Brazil – Rosecrans	2,556	$ 12,778
9	Rosecrans - 131 st	11,500	$ 57,500
1	131 ST- 130 ST	1,278	$ 6,389
27	**TOTALS**	**28,900**	**$144,500**

REPAIR SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JETPATCHER USA, INC.
[Asphalt Repair Services]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **JETPATCHER USA, INC.,** (hereinafter referred to as "**CONTRACTOR"**) located at P.O. Box 15597, Anaheim, California 92803, pursuant to Resolution No. _____, adopted December _____, 2014.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform in a professional manner, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for all the required tasks necessary for providing the following services: City-wide asphalt (pothole) repairs on an **"as-needed, as-directed"** basis, utilizing a four stage process described as follows:

- **Stage 1 –** Blow loose debris to clean and prepare hole for effective patching
- **Stage 2 –** Coat with asphalt emulsion to prevent further damage from moisture
- **Stage 3 –** Mix aggregate with asphalt emulsion and blow into hole
- **Stage 4 –** once filled and sealed, final layer applied; repair completed

CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY,** the work herein set forth.

CONTRACTOR shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement, and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from December 1, 2014 through June 30, 2015, unless this Agreement is terminated earlier as provided herein.

3. SAFETY:

CONTRACTOR shall have overall responsibility for safety precautions and programs in the performance of the Work. **CONTRACTOR** shall seek to avoid injury, loss or damage to persons or

property by taking reasonable steps to protect:

- Employees and all other persons at the sites of asphalt repairs;

- Materials and equipment stored on the sites or off the sites at locations for use in performance of the Work; and

CONTRACTOR shall designate an individual at the sites of asphalt repairs in the employ of **CONTRACTOR** who shall act as **CONTRACTOR's** designated safety representative with a duty to prevent accidents.

If **CITY** deems any part of the Work or sites unsafe, **CITY** may require **CONTRACTOR**, without assuming responsibility for **CONTRACTOR'S** safety program, to immediately stop performance of the Work or take corrective measures. Neither **CITY's** order nor **CONTRACTOR's** action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of **CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable, shall be promptly remedied by **CONTRACTOR** at **CONTRACTOR's** cost and without reimbursement by **CITY** as a cost of work, or in any other manner.

4. COMPENSATION:

The method of payment for this Contract will be on **Unit Price** of Four Dollars ($5.00) per square foot for asphalt repairs.

The total price paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed. Invoices shall be delivered or mailed to the **Director of the Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed during the term of this Agreement is limited to the sum of **Two Hundred Thousand Dollars ($200,000.00).**

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the reasonable value of undisputed services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

5. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

6. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the **CONTRACTOR's** non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the **CITY**.

9. INSURANCE:

A. **CONTRACTOR**, by executing this Agreement, hereby certifies:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."

(2) ***CONTRACTOR*** *further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

.a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

.b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.d Identity of the insured(s).

10. PERMITS AND LICENSES

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and

maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

11. WARRANTIES

The **CONTRACTOR** guarantees all work performed pursuant to this Agreement against defective workmanship for a period of two (2) years following completion of the work.

If within two (2) years after the date of completion of the work pursuant to this Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense. This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. FEDERAL AND STATE WITHHOLDING TAXES

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

13. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

14. WAIVERS

A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

15. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other then lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

16. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

17. AMENDMENTS

This Agreement may be modified or amended only be written document executed by both **CONTRACTOR** and **CITY's** City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

18. GOVERNING LAW AND SEVERABILTIY

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

19. EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

20. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

JETPATCHER USA, INC.
543 West Central Park Avenue
Anaheim, California 92802
Attn: Abraham Lopez, Operations Manager
(714) 669-7280
(877) 439-0398

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6236 – fax.

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

21. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

JETPATCHER USA, INC.
CONTRACTOR

Dated: _____ **By_____**
Abraham Lopez, Operations Manager

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Glen W. C. Kau, P.E., Director of
Public Works & Municipal Utilities Department

Approved by:

Dated: _____ **By_____**
G. Harold Duffey, City Manager

Repair Services Agreement – JetPatcher USA, Inc.
City-wide Asphalt (Pothole) Repairs
Resolution No. _____

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By_____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ASPHALT SERVICE REPAIR AGREEMENT AND ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR URGENT POTHOLE REPAIR SERVICES WITHIN THE CITY OF COMPTON ($200,000)**

Glen Kau	**11/18/2014 11:20:00 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Craig Cornwell	**11/28/2014 1:17:18 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/24/2014 7:32:47 AM**
CITY CONTROLLER	DATE
Johnny Ford	**11/19/2014 6:49:02 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.