NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, December 16, 2014
3:30 PM

WORKSHOPS

COMMUNITY BENEFITS AGREEMENT AND DEVELOPMENT AGREEMENTS

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - BUSINESS OF THE MONTH - Salon Brandy and B&B Pallet Company (Councilman Isaac Galvan)

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. DECEMBER 2, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14- 1 **(Receive/File)**

4. CLAIMS AGAINST THE CITY:
   Vartan Choukadarian - I-8721/LI0000417A
   Aaliyah Camp - I-8726/LI0000424A

   Deny Claims

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 23,971 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014-2015

END CONSENT AGENDA

REGULAR AGENDA

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

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

   APPOINTMENT TO BLOCK CLUB COMMISSION and PERSONNEL BOARD

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

7. CONFERENCE WITH LABOR NEGOTIATOR
   Agency Designated Representatives: City Attorney
   Unrepresented Employee: City Manager
   Pursuant to California Government Code Section 54957.6

UNFINISHED BUSINESS

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA PROPOSITION 47 ("THE SAFE NEIGHBORHOOD AND SCHOOLS ACT") TO REDUCE THE PENALTIES FOR CERTAIN NON-SERIOUS AND NON-VIOLENT PROPERTY AND DRUG CRIMES AND INVEST IN CRIME PREVENTION PROGRAMS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014 - 2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO COPP CONTRACTING, INC. FOR THE STREET REHABILITATION PROJECT CDBG 13-02

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JMDIAZ, INC. FOR THE CENTRAL AVENUE STREET CORRIDOR TRANSPORTATION STUDY AND CONCEPTUAL DESIGN PLANS AND ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $250,216.85

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF IMS CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CBDG #13-02) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING A CITY OPERATED GANG PREVENTION AND INTERVENTION PROGRAM

APPROVAL OF WARRANTS

13. Warrant #224570 - Date - 11/26/14 - Name - EC and AM Assoc. dba GK and Assoc. - Services - City-Wide Traffic Signal Upgrade Project - Amount - $5,200.00 - Requested by: Public Works

    Warrant #224582 - Date - 11/26/14 - Name - General Pump Company Inc. - Services - Repairs and Maintenance on Well #11 - Amount - $4,360.00 - Requested by City Manager

    Total Amount - $9,560.00

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, December 23, 2014 @ 5:45 PM.

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December 16, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ROBERT DELGADILLO,
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: A WORKSHOP ON COMMUNITY BENEFIT AND DEVELOPMENT AGREEMENTS, (No Fiscal Impact)

SUMMARY:
The Planning and Economic Development Department is presenting a workshop on what are a Community Benefit Agreement and Development Agreement.

BACKGROUND:
The Brickyard project is proposing a 1.5 million square foot industrial project that will affect the surrounding community. This workshop will inform the Mayor and City Council about Community Benefit Agreements and Development Agreements and what are the typical benefits contained within such agreements. This workshop will raise several points to consider that should be discussed by the City Council prior to bringing the Brickyard Development Agreement before the City Council for consideration.

NEXT STEPS:
1. Explore the adoption of a local hire vocational job training fee to fund a jobs program and a staff position.
2. Develop a master list of commercial /industrial product/service vendors to provide to developers.
3. Explore the creation of a jobs program to help developers meet local hiring and vocational jobs training goals.
4. Process the brickyard DA with negotiated community benefits clearly specified to guarantee City and Community receive specific benefits.

RECOMMENDATION:
Receive and File

Robert Delgadillo
Planning and Economic Development

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

Attachments: A: PowerPoint Presentation

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RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Planning**

RESOLUTION TITLE: **COMMUNITY BENEFITS AGREEMENT AND DEVELOPMENT AGREEMENTS**

Robert Delgadillo **12/8/2014 6:12:08 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **12/9/2014 11:01:01 PM**
CITY ATTORNEY DATE

Stephen Ajobiewe **12/9/2014 5:08:34 PM**
CITY CONTROLLER DATE

Johnny Ford **12/8/2014 7:06:14 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

The City Council meeting was called to order at 3:43 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

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

Other Officials Present: **C. Cornwell, V. McDaniel, G. H. Duffey**

COMMENDATORY RESOLUTIONS/PRESENTATIONS

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

Angel J. Sotelo, Trimming Land Company (TLC), offered a PowerPoint presentation on the City of Compton's Citywide Tree Planting program designed to enhance the quality of life for the constituents in the community. Mr. Sotelo made mention of a citywide survey taken to account for the number of trees in the City which helped created a data map to determine the number and type of trees that should be planted throughout the community. The following calculations specify a list of trees and vacant sites for the proposed planting program.

Total Tree Sites
Total Tree and Vacant Sites - 21,688
Total Existing Trees - 12,334
Total Vacant Sites - 9,354
Proposed Planting Program - 1,043

***New Trees in Each District - 240**

Timeline
Estimated Start Date - January 12, 2015
Rotate throughout each district on a weekly basis
Program completion is 10 to 12 weeks from the start date

Notice to Citizens
City Council Presentation
Channel 36, Compton Bulletin and City website
Written notices posted at the Dollarhide Community Center and Local Parks

Benefits of Trees
Well-maintained trees can increase property value by up to 14%.
A single tree produces approximately 260 pounds of oxygen per year.
Two mature trees can supply enough oxygen annually to support a family of four.
One tree can absorb as much carbon in one year as a car produces while driving 26,000 miles.
Over the course of its life, a single tree can absorb one tone of carbon dioxide.
Reduces storm runoff
The foliage removes and captures pollutants and dust particles from the air
Trees provide a canopy and habitat for wildlife

Trees Selected for Planting (All drought tolerant and low maintenance)
Lemon Bottlebrush
Purple Leaf Plum
Crape Myrtle
Evergreen Pear
Peppermint
Chinese Pistache

Mayor Brown requested specific information concerning the maintenance level of the trees selected for planting.

Mr. Sotelo remarked that most of the trees are drought tolerant with no interference with power lines.

Mayor Brown asked Mr. Sotelo if the tree planting process will include planters to control wild roots. Mr. Sotelo replied affirmatively.

Councilperson Arceneaux asked Mr. Sotelo if they would also be maintaining the City's existing tree population. Mr. Sotelo replied affirmatively and noted that they would also trim the mature urban forest trees that require a different type of cut.

Councilperson Arceneaux also requested information regarding TLC's plans and strategies to address palm trees. Mr. Sotelo assured Councilperson Arceneaux that all palm trees will be addressed annually especially the trees positioned on the City's major thoroughfares.

Mayor Brown asked the City Manager if he considered a tree transplant program. City Manager Duffey maintained that, that could be an option as part of TLC's scope of work.

Mayor Brown asked that a workshop be scheduled so that council members can strategically position trees to enhance their districts.

Councilperson Zurita expressed a concern for recently trimmed trees having an unpleasant disposition.

Mr. Sotelo stated that he would like to assess the trees in that area to determine what the issues are.

Mayor Brown asked the City Manager to return with a strategic plan for the City Council to consider before the work begins.

City Manager Duffey confirmed that he would return with that information early January 2015.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, recognized TLC for their efforts to plant and trim trees throughout the City of Compton. He also thanked the City Manager for his efforts to address the potholes and graffiti on Compton Boulevard in time for the Christmas parade.

Joshua Baker, Compton resident, asked that Councilperson Zurita and Councilperson Jones publicly address their strategic plans for community policing commissions and efforts to help direct young men away from deviate behaviors. He went on to state that he was willing and available to participate in these programs and commissions and that he would keep in touch.

Councilperson Arceneaux proposed that Mr. Baker participate in the development of the Community Policing Taskforce and asked that he offer his information to her liaison for further direction.

Councilperson Zurita agreed with Councilperson Arceneaux that Mr. Baker would make a wonderful appointee to the committee.

Councilperson Jones commended Mr. Baker for stepping forward with a willingness to make life better in the Compton community. Dr. Jones also asked that Mr. Baker solicit other young men and women willing to serve their community.

Mayor Brown asked that Mr. Baker also consider serving on the Public Safety Commission.

Herbert Arceneaux, Compton resident, demanded a response to his request for information six weeks ago concerning a water meter fee on his water bill. He indicated that the name has been changed on the new water bill statement to read "water service charge." He questioned if he would have to wait another eight weeks for an answer to his question even after providing documentation to the City Manager and Mayor Brown.

Mayor Brown indicated that she had also received complaints from residents regarding the name change from water meter fee to water service charge; and went on to request the status of the survey she requested regarding options for residents to reduce the meter charge, i.e. purchasing their own meters, etc.

Chad Blais, Director of Municipal Utilities, notified Mayor Brown that the information she requested was provided to the City Manager in a memorandum and as it relates to maintenance fees, Mr. Blais declared that there were no maintenance fees for the water meters on the water bill. There are only two fees related to water service and they are the water service fee and commodity fee. In addition, Mr. Blais explained it is at the council's discretion to revise the water service charge as they see fit, however the council must note that costs are incurred by the Water Department to provide the service to the community.

Mayor Brown confirmed that she did not receive any information from the City Manager regarding the water meter fees, and although it is at the discretion of the City Council to reduce costs, they still need access to the information as to what the actual costs are.

City Manager Duffey explained that the water meter report has not been fully vetted to include the appropriate information.

Mayor Brown requested a cost-savings analysis on the City's supposed deviation from Metropolitan Water District (MWD) water services from the year the previous General Manager instituted the policy.

Joyce Kelly, Compton resident, stated that as a resident of the City of Compton she is tired of elected officials lying to the citizens and asked if they remembered approving a resolution to give MWD one million dollars. She went on to suggest that Mr. Baker consider volunteering at Compton's Boys & Girls Club citing that any project created by this City Council would not materialize. She requested the status of an overcharge on the water bill that was supposed to be granted back to the City's customers. She also questioned if it is fraudulent behavior to change language on water bills. And as it relates to commercial insurance for the Dollarhide Community Center, she recommended that Rotary Club membership fees pay the bill. She also proposed that the City retain its own lawyers and eliminate the elected City Attorney's position.

Mayor Brown acknowledged Captain Johnson in the audience.

Lynn Boone, Compton resident, encouraged the City to complete one project before starting another, for instance the tree trimming project should be completed before planting more trees throughout the City. And as it relates to the water meter fee, Ms. Boone maintained that the water meter fees are paying back the water bond which is why the residents bill continues to increase. She went on to contend that the Summit held on November 14, 2014 was about one person. She affirmed that it is disrespectful towards the City for Mayor Brown to disallow Councilperson Zurita from participating in a youth training program. She urged anyone to Google the My Brother's Keeper challenge in the city of Long Beach to distinguish how the program is tailored around their community's needs with input from every councilperson. She alleged that the process of donating money to Mayor Brown on behalf of the City lacks transparency nor does anyone know how much money Mayor Brown is pocketing.

Mayor Brown warned Ms. Boone against making statements about illegal transactions. Mayor Brown stated that at some point the resident's main focus should be on the community and not personalities.

#2.

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, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

APPROVAL OF MINUTES

2. NOVEMBER 18, 2014 **(Approved)**

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 **(REAGENDAD)**

It was motioned by Arceneaux to reappoint Charlene Anderson.

The motion failed for a lack of a second.

Councilperson Jones asked if Charlene Anderson was nominated by a council member.

Councilperson Arceneaux stated that members of the Personnel Board recommended that she reappoint Charlene Anderson due to her prior knowledge of the Personnel Board rules and regulations.

Councilperson Zurita asked that everyone be allowed the opportunity to serve on the Personnel Board.

Councilperson Arceneaux stated that she has no problem appointing someone else.

Councilperson Zurita nominated Angela Lee to the Personnel Board.

Mayor Brown asked Councilperson Zurita if Ms. Lee has an application in the City Clerk's Office.

Councilperson Zurita affirmed that appointments have been made in the past without applications. Councilperson Arceneaux agreed that appointments were approved in the past without applications.

Mayor Brown requested some information regarding Ms. Lee's background.

Councilperson Zurita explained that Ms. Lee is a community activist from Compton, she graduated with a Bachelor's degree from Dominguez Hills and is currently working on her Master's degree.

Mayor Brown proposed that the item be brought back with detailed information concerning the candidates.

Councilperson Zurita asked the City Council to consider creating a Personnel Commission Director position to avoid a convoluted atmosphere.

City Manager Duffey explained that the clerk of the board duties are included in both the Personnel Director job description and Human Resources Director position which needs to be properly vetted.

Councilperson Zurita inquired about who the clerk of the board is and who put this item on the agenda. City Manager Duffey remarked that the Human Resources Director is the clerk of the board. Mr. Duffey also explained that this item was placed on the agenda by the City Clerk to ensure the Personnel Board had a quorum.

Mayor Brown made a motion to appoint Charlene Anderson, as recommended by the Personnel Board. She also requested a breakdown on the current commissioners, who appointed them, and their qualifications.

Councilperson Zurita asked that this item be brought back so that other people can have the opportunity to apply; and that she would like an opportunity to meet with the various commissioners.

CITY MANAGER'S REPORTS

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

City Manager Duffey offered a PowerPoint presentation and status update on each property formally under the control of the Community Redevelopment Agency, Successor Agency and then recently the Housing Successor Agency. On April 9, 2014 the Department of Finance (DOF) approved the transfer of certain housing parcels from the former redevelopment agency to the Successor Housing Agency to facilitate production of affordable housing to replenish aging housing stock. The DOF's actions enabled the Agency to utilize bond funds to build or acquire low to moderate income housing ($14M).

<u>Housing Developments in Pipeline</u>
16208 South Atlantic Avenue - Osborne Development Corporation
1436 West Compton Boulevard - Trademark Development
950 West Alondra Boulevard - TBD
1950 North Central Avenue - City Ventures
930 West Compton Boulevard - City Ventures
1716 East Rosecrans - TBD
409 North Alameda Street - Meta Housing Project

Councilperson Arceneaux stated that during the presentation Dr. Sefa'boayke skipped over 950 West Alondra Boulevard. She affirmed that the development of the property should have been resolved months ago so, therefore, she demanded that the City move forward in the development or demolition of the property immediately.

Councilperson Jones conceded that 950 West Alondra Boulevard is a problem that significantly affects all residents and agreed that the City needs to move forward as soon as possible.

Mayor Brown stated that she has never seen such a lack of responsiveness to the will of the policy makers in any city; of which there seems to be an apathetic attitude towards what they decide in this city.

City Attorney Cornwell mentioned that he has a Request For Proposal (RFP) in his office and expects it to roll out soon.

City Manager Duffey also noted that per the council's instruction, he partnered with Dr. Sefa'boayke to revise the RFP process and forwarded the item to the City Attorney's Office.

Discussions continued regarding the dissolution of the Successor Agency, exclusive negotiation agreement deadlines and the development of the properties listed.

City Attorney Cornwell explained the terms of an exclusive negotiation agreement and proposed that last year's resolutions be rescinded so that council can continue the process with full knowledge of each development.

Councilperson Zurita expressed her support for the City Attorney's recommendation.

Mayor Brown requested an update on the status of the items not affiliated with the Housing Successor Agency and how that affects these projects.

On motion by Zurita, seconded by Arceneaux, the report was received and filed, by the following vote on roll call:

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

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.

   CONFERENCE WITH LEGAL COUNSEL –
   Anticipated Litigation
   One (1) Potential Case
   Pursuant to California Government Code Section 54956.9(b)

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

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

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,049** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RENEWING THE COMPTON COMMUNITY CENTER SPECIAL EVENTS POLICY"** was approved, by the following vote on roll call:

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

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

Mayor Brown asked the City Attorney if the City handles all retainers for legal services on behalf of the City or does the City Manager retain his own legal counsel.

City Attorney Cornwell explained that from time to time, the City Attorney's Office provides the City Council with an opportunity to approve the legal panel which is managed by the City Attorney's Office. Mr. Cornwell also noted that the law has not been favorable to small city attorney offices and their ability to advise and represent the city at the same time in administrative settings has been limited. Thus, they are finding more and more areas where conflicts arise. Moreover, the use of the firms has not been decided and they may not be used at all.

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,050** entitled **"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"** was approved, by the following vote on roll call:

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

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.

Councilperson Arceneaux asked if this joint venture with the city of Long Beach would include the area on Artesia Boulevard in front of Compton College.

City Manager Duffey replied affirmatively.

Mayor Brown asked the City Manager to improve the lighting at the bus stop on the northeast corner of Santa Fe and Artesia Boulevard.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,051** entitled **"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"** was approved, by the following vote on roll call:

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

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

On motion by Arceneaux, seconded by Zurita, **Resolution # 24,052** entitled **"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"** was approved, by the following vote on roll call:

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

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)

Mayor Brown requested a visual map of the areas to be improved.

City Manager Duffey indicated that he would provide the council with a visual map early next week and include access to JetPatcher's GPS locator for the patches.

Mayor Brown also asked that the City Manager make certain that secondary monies requested to repair additional streets is evenly disbursed among the districts; in addition to giving each council member the opportunity to identify priority streets within their districts.

Councilperson Zurita requested a schedule of the work to be performed.

Councilperson Arceneaux asked that staff address the maintenance of the medians on Central Avenue from Caldwell Street to the 91 Freeway.

Councilperson Zurita also asked that staff address the medians at the intersection of Wilmington and Compton Boulevard.

Councilperson Arceneaux proposed a public outreach campaign for the residents on Central Avenue.

Mayor Brown also asked that a portion of the funding be used to patch potholes on Compton Boulevard in time for the Christmas parade.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,053** entitled **"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)"** was approved, by the following vote on roll call:

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

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Reminded the citizens to exercise their right to vote December 9, 2014.
- Attended the Swearing-In ceremony for Captain McDonald.

- Congratulated newly-elected Assemblyman Mike Gipson on his win in the recent election.

- Warned First District residents to be wary of people coming to their door, holding Bibles and spreading rumors about her family.

City Attorney Cornwell offered the following communications/announcements:

- Reported that cases dealing with street sweeping signs are administered and resolved based upon the time posted on the signs and not the street sweeper's schedule.

- Commented on a public nuisance abatement that occurred in 2010 which costs the City $35,000 to abate. The owner, Mr. Cornwell explained, was given the opportunity in August 2010 to recover a vehicle but he declined to do so. As a result, Mr. Cornwell indicated that he would recommend for a short-period of time an opportunity for the owner to recover the vehicle before handing it over to a dismantler.

- Reported that the City Attorney's Office may do a presentation next week on how abatements occur and how judicial authority is obtained.

Councilperson Jones offered the following communications/announcements:

- City of Compton and the Los Angeles Youth Orchestra is partnering to host a Classical Christmas Concert to be held Friday, December 19, 2014 at the Dollarhide Community Center beginning at 6 p.m. For ticket information please call Anton Blakely at (310) 605-5662.

Mayor Brown offered the following communications/announcements:

- Commented on the success of the Thanksgiving Dinner Service held at the Dollarhide Community Center last week supported by the following sponsors: Master P, Simeon Hope Foundation, Compton Empowered, Compton's TGIF restaurant, and Pastor Fisher with Greater Zion Church family.

- City of Compton's Toy Giveaway will be held Saturday, December 20, 2014 at the Dollarhide Community Center beginning at 10 a.m. All families and children are welcome.

- Asked that all City employees treat senior citizens with respect and dignity.

- Asked that senior citizens be notified of events held at the Dollarhide Community Center weeks in advance.

Resident Concerns
Reported illicit activity around City Hall, Compton Library, and the Civic Center.

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that a closed session was held with all members present except Councilperson Galvan. The first item for discussion was Conference with Labor Negotiator Agency Negotiator: City Manager, Employee organization(s) Compton Firefighters, Local 2216 Compton Management Employees Association. No reportable action was taken in those matters pursuant to California Government Code Section 54957.6.

The second item for discussion was Conference with Legal Counsel - Anticipated Litigation, One (1) Potential Case. No reportable action was taken in this matter pursuant to California Government Code Section 54956.9(b).

#2.

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

On motion by Zurita, seconded by Jones, the public hearing was rescheduled to Tuesday, December 9, 2014, by the following vote on roll call:

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

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting adjourned at 9:15 p.m., by the following vote on roll call:

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

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

December 16, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14-01**

This report is to provide the Mayor and City Council Members with the status of the 2014 Street Resurfacing Project (CIP# 14-01) during the weeks of November 10 and 17, 2014.

Scope of Work

The City of Compton has developed an extensive plan to rehabilitate its aging infrastructure. As part of that overall plan, plans and specifications have been developed for street improvements at various locations throughout the City. The plans include the replacement of sidewalks, curbs, gutters, driveways, corner accessibility ramps, and roadway pavement treatments such as slurry sealing and cape sealing. These efforts are specifically designed to improve pedestrian accessibility, safety and prevent more costly repairs in the future.

The 2014 Street Resurfacing Project (CIP# 14-01) was awarded by the City Council to American Asphalt South on September 2, 2014. A construction management contract was also awarded to APA Engineering Inc. to administer the project on behalf of the City of Compton. Over 80 streets will receive improvements as a result of this street improvement project.

Contract Terms

The contract calls for the work to be completed within 75 calendar days. This will effectively complete the project by February 2015. Every effort continues to be made to ensure the project is well organized and that the City Council and the Compton Community are kept appraised of the work. The project is currently on schedule and within budget.

Project Status

The following is the status of the work during the weeks of November 10 and 17, 2014:

Notification

The contractor is responsible for notifying affected businesses and residents and has completed notifications in all of the Council Districts of the pending work. This was done by letter to the affected businesses and residents as well as an additional notification of a door hanger 48 hours prior to the work being performed. The work has also been advertised in local media publications and is posted on the City's website. In addition, project signs are being strategically deployed at locations throughout the community that also identify the project. These are periodically moved to areas adjacent to the Council District the contractor is working in.

2014 Street Resurfacing Project Status Report
December 16, 2014
Page Two

District #1

The project is broken into construction phasing to complete all concrete work prior to the asphalt street work being performed. This includes all of the ADA Ramps at the corners, sidewalks, curbs, gutters and driveways. This type of phasing is done to eliminate conflicts in construction so the concrete work is not damaged during the street work. Concrete work in District #1 is 98% complete. The only remaining work to be completed is on 131st Street where a tree is to be removed by the contractor to facilitate the replacement of a curb and gutter. A change order in the amount of $1,220 has been approved and the contractor will remove the tree and complete the work by week ending December 5, 2014. The accounting for work in District #1 is as follows:

- 72 corner access ramps installed
- 5 corner access ramp modifications
- 500 linear feet of curb and gutter replaced
- 1,500 square feet of sidewalks removed and replaced
- 2,000 square feet of driveways removed and replaced

District #2

Concrete work is 100% complete. The accounting for work in District #2 is as follows:

- 10 corner access ramps installed
- 6 corner access ramp modifications
- 390 linear feet of curb and gutter replaced
- 1,400 square feet of sidewalk removed and replaced
- 2,150 square feet of driveways removed and replaced

District #3

Concrete work is 100% complete. The accounting for work in District #3 is as follows:

- 25 corner access ramps installed
- 11 corner access ramp modifications
- 550 linear feet of curb and gutter replaced
- 1,500 square feet of sidewalk removed and replaced
- 3,400 square feet of driveways removed and replaced

2014 Street Resurfacing Project Status Report
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District #4

All areas have been marked by the design engineer for removal and replacement. Removal work began on Friday November 14, 2014. Approximatly 50% of the work is complete. Work is scheduled to be completed by the week ending December 12, 2014. The accounting for work in District #4 is as follows:

- 35 corner access ramps installed
- 300 linear feet of curb and gutter replaced
- 1,500 square feet of sidewalk removed and replaced
- 500 square feet of driveways removed and replaced

Schedule

The project is currently on schedule and within the approved budget. The next phase of work will be to remove and replace damaged sections of asphalt paving prior to slurry sealing and cape sealing of the streets. This work is anticipated to start the week of December 1, 2014. A weekly project schedule was developed and will be submitted to the City Council to reflect the actual locations of the work to be performed. An overall project schedule has also been developed to indicate various construction phases to take place.

Recommendation

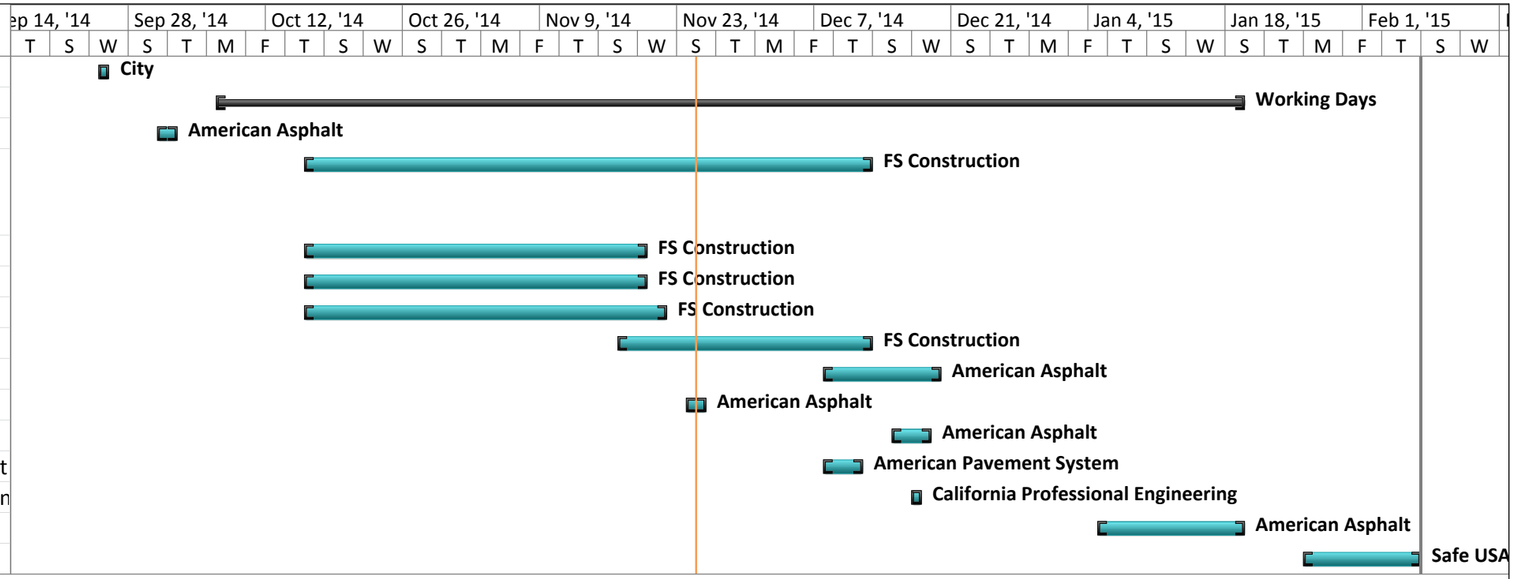
Receive and File

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

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

ID	Task Name	Duration	Start	Finish	Resource Names
1	Pre-Con	1 day	Thu 9/25/14	Thu 9/25/14	City
2	Working days	75 days	Tue 10/7/14	Mon 1/19/15	Working Days
3	2 Week notice	2 days	Wed 10/1/14	Thu 10/2/14	American Asphalt
4	PCC Curb ramps, driveways, sidewalk and curb & gutter	42 days	Thu 10/16/14	Fri 12/12/14	FS Construction
5	PCC District 1 100% done	25 days	Thu 10/16/14	Wed 11/19/14	FS Construction
6	PCC District 2 100% done	25 days	Thu 10/16/14	Wed 11/19/14	FS Construction
7	PCC District 3 100% done	27 days	Thu 10/16/14	Fri 11/21/14	FS Construction
8	PCC District 4 10% done	20 days	Mon 11/17/14	Fri 12/12/14	FS Construction
9	AC work	10 days	Mon 12/8/14	Fri 12/19/14	American Asphalt
10	Weed Spray	2 days	Mon 11/24/14	Tue 11/25/14	American Asphalt
11	crack Fill	4 days	Mon 12/15/14	Thu 12/18/14	American Asphalt
12	Chip Seal	4 days	Mon 12/8/14	Thu 12/11/14	American Pavement
13	Loops	1 day	Wed 12/17/14	Wed 12/17/14	California Profession
14	Slurry Seal	11 days	Mon 1/5/15	Mon 1/19/15	American Asphalt
15	Replace Striping	10 days	Mon 1/26/15	Fri 2/6/15	Safe USA



Project: PS Schedule Compton 20
Date: Tue 11/25/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

#3.

2014 STREET RESURFACING PROJECT (CIP# 14-01)

2 WEEK CONSTRUCTION SCHEDULE

FS Construction

Item	Description	Dur.	Start	Finish	November/December 24	25	26	27	28	1	2	3	4	5
District 4: E Cypress from Burris Ave to Ave to Bullis Rd (13 Ramp).														
1	*Saw cut/ removals*	*2 day*	*24-Nov*	*25-Nov*										
2	*Grading /compaction*	*2 day*	*24-Nov*	*25-Nov*										
3	*Set forms*	*2 day*	*24-Nov*	*25-Nov*										
4	*Concrete pour*	*2 day*	*25-Nov*	*26-Nov*										
5	*Clean up*	*1 day*	*26-Nov*	*26-Nov*										
District 4: Elizabeth st. from Bullis Ave to Holly Ave (4 Ramps)														
6	*Grading /compaction*	*2 day*	*24-Nov*	*25-Nov*										
7	*Set forms*	*2 day*	*24-Nov*	*25-Nov*										
8	*Concrete pour*	*2 day*	*25-Nov*	*26-Nov*										
9	*Clean up*	*1 day*	*26-Nov*	*26-Nov*										
District 4: Bullis Ave. @ Myrrh St. (2 Ramps)														
10	*Grading /compaction*	*1 day*	*25-Nov*	*25-Nov*										
11	*Set forms*	*1 day*	*25-Nov*	*25-Nov*										
12	*Concrete pour*	*1 day*	*26-Nov*	*26-Nov*										
13	*Clean up*	*1 day*	*26-Nov*	*26-Nov*										
District 4: Laurel St. fromChester Ave to Poinsettia Ave. (22 Ramps)														
14	*Saw cut /removals*	*3Day*	*1-Dec*	*3-Dec*										
15	*Grading /compaction*	*3Day*	*1-Dec*	*3-Dec*										
16	*Set forms*	*2 day*	*2-Dec*	*3-Dec*										
17	*Concrete pour*	*3Day*	*3-Dec*	*5-Dec*										
18	*Clean up*	*2 day*	*4-Dec*	*5-Dec*										
Distric 4: Gibson St from Linsey to City Limit (4 Ramps)														
19	*Saw cut /removals*	*2 day*	*3-Dec*	*4-Dec*										
20	*Grading /compaction*	*2 day*	*3-Dec*	*4-Dec*										
21	*Set forms*	*1 Day*	*4-Dec*	*4-Dec*										
22	*Concrete pour*	*2 day*	*4-Dec*	*5-Dec*										
23	*Clean up*	*1 Day*	*5-Dec*	*5-Dec*										

#3.

#3.

#3.

#3.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14- 1 (Receive/File) 1**

Glen Kau — **12/1/2014 8:51:47 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **12/3/2014 2:24:10 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **12/3/2014 11:30:02 AM**
CITY CONTROLLER — DATE

Johnny Ford — **12/1/2014 8:21:07 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 16, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8721/LI0000417A

SUMMARY

Council will consider the claim of Vartan Choukadarian (Claim No. I-8721/LI0000417A), presented to the City on November 6, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On November 6, 2014, the above claim was presented to the City Controller by Vartan Choukadarian. Claimant alleges that on October 9, 2014, a portion of the sewer lateral line had to be removed and replaced because water backed up from the sewer. Claimant presented an invoice from an unlicensed plumber in the amount of $5,000 for the replacement.

The Public Works Department conducted an investigation on October 10, 2014 in response to this complaint and found that the City sewer main experienced a blockage after the plumber began repairs to Claimant's lateral.

Additionally, per Compton Municipal Code Section 23-1.2, the City cannot be held responsible for any damage to Claimant's property because of any leakage, breakage or seepage from any meter or pipe situated within any private property.

FINANCIAL IMPACT

Five Thousand Dollars ($5,000).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

December 16, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8726/LI0000424A

SUMMARY

Council will consider the claim of Aaliyah Camp through her Guardian Ad Litem, Kamaria Carr (Claim No. I-8726/LI0000424A), presented to the City on November 6, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On November 6, 2014, the above claim was presented to the City Controller by an attorney representing, Aaliyah Camp through her Guardian Ad Litem, Kamaria Carr. Claimant alleges that on September 5, 2013, an incident occurred involving students at Dr. Ralph J. Bunch Middle School. Claimant alleges that her minor daughter sustained injuries as the result of this incident. Claimant also alleges that the Compton Unified School District failed to take all reasonable steps to protect the minor.

On November 25, 2014, the above claim was returned to Claimant's attorney with a Notice of Late Claim as the claim was not presented within six months after the event or occurrence as required by law. California law is specific concerning the amount of time permitted for filing a liability claim with a public entity - six (6) months for a claim made for personal injury.

Additionally, it appears that the alleged injury involves students and personnel of the Compton Unified School District. The City is not responsible for damage caused by third persons.

FINANCIAL IMPACT

Five Hundred Thousand Dollars ($500,000).

RECOMMENDATION

Staff recommends that this application for leave to present a late claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

December 16, 2014

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 23,971 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014 - 2015**

SUMMARY

The attached resolution establishes the Holiday Schedule for City employees for fiscal year 2014-2015.

BACKGROUND

In accordance with Rule 7.5A of the City of Compton Personnel Rules and Regulations, it is necessary for the City Council to establish the Holiday Schedule for City employees for each fiscal year.

STATEMENT OF ISSUE

The City must post a new Holiday Schedule each fiscal year identifying the dates on which City offices will be closed.

The City Manager recommends that employees that have unused fiscal year 2013 - 2014 floating holidays be allowed to extend the utilization of such floating holidays through December 31, 2014. Such extension would apply through December 31, 2014 only and would be nonrecurring. This provision would enable the City to continue its delivery of services to citizens in an efficient and effective manner.

The City Manager also recommends 4/10 employees be allowed to take 30 hours of Personal Holiday Leave time and 5/40 employees be allowed to take 32 hours of Personal Holiday Leave time either beginning the week of December 22, 2014 or in the alternative beginning the week of December 29, 2014, at the Department Head's discretion. Personal Holiday Leave time does not accrue or carryover.

FISCAL IMPACT

The Holiday Schedule will have minimal unanticipated financial impact and any costs will be absorbed in department budgets.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution establishing the Holiday Schedule for City employees for fiscal year 2014-2015.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 23,971 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014 - 2015

WHEREAS, Rule 7.5A of the Personnel Rules and Regulations establishes provisions for granting legal holidays for City employees; and

WHEREAS, there is a need for the City to post a holiday schedule for each fiscal year identifying the dates on which City offices will be closed.

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

Section 1. That Resolution Number 23,971, adopted by City Council on June 24, 2014 is hereby rescinded.

Section 2. That the following holidays shall be established as legal holidays for City employees, as set forth herein.

HOLIDAY	**DATE HOLIDAY OBSERVED**
Independence Day	July 4, 2014 (Friday)*
Labor Day	September 1, 2014 (Monday)
California Admission Day	Floating Holiday
Veteran's Day	November 11, 2014 (Tuesday)
Thanksgiving Day	November 27, 2014 (Thursday)
Friday After Thanksgiving	November 28, 2014 (Friday)*
Christmas Day	December 25, 2014 (Thursday)
New Year's Day	January 1, 2015 (Thursday)
Martin Luther King, Jr.'s Birthday	January 19, 2015 (Monday)
Lincoln's Birthday	Floating Holiday
Washington's Birthday (President's Day)	February 16, 2015 (Monday)
Cesar Chavez's Birthday	March 31, 2015 (Tuesday)
Cinco de Mayo	May 5, 2015 (Tuesday)
Memorial Day	May 25, 2015 (Monday)
Employee's Birthday	Floating Holiday

***Employees affected by the 10/40 Alternative Work Schedule will use this day as a floating holiday.**

Section 3. That employees that have unused fiscal year 2013 – 2014 floating holidays shall be allowed to extend the utilization of such floating holidays through December 31, 2014. Such extension shall apply through December 31, 2014 only and shall be nonrecurring.

#5.

Section 4. That the Birthday Holiday must be used within one year in which the birthday falls.

Section 5. That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays, with the exception of the Fire Chief, Deputy Fire Chief and any 40-hour Fire Battalion Chiefs.

Section 6. That employees whose birthdays, vacation or compensatory time off with pay falls on one of the holidays referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits.

Section 7. That floating holidays accrued during fiscal year 2014 - 2015, except Employee's Birthday, must be utilized by June 30, 2015.

Section 8. That 4/10 employees shall be allowed to take 30 hours of Personal Holiday Leave and 5/40 employees shall be allowed to take 32 hours of Personal Holiday Leave either the week of December 22, 2014 or in the alternative the week of December 29, 2014, at the Department Head's discretion. Personal Holiday Leave does not accrue or carryover and shall not be reoccurring.

Section 9. That this holiday schedule is effective July 1, 2014 and shall continue to be observed as set forth in this resolution, unless otherwise amended.

Section 10. That a certified copy of this resolution shall be delivered to all departments of the City of Compton.

Section 11. 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, the 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 to 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–

_____
CITY CLERK OF THE CITY OF COMPTON

December 16, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA PROPOSITION 47 ("THE SAFE NEIGHBORHOOD AND SCHOOLS ACT") TO REDUCE THE PENALTIES FOR CERTAIN NON-SERIOUS AND NON-VIOLENT PROPERTY AND DRUG CRIMES AND INVEST IN CRIME PREVENTION PROGRAMS**

SUMMARY

Mayor Aja Brown has requested that a resolution be brought forth for the City Council consideration and approval in support of Proposition 47 – the "Safe Neighborhood and Schools Act" - which requires misdemeanor sentences instead of felony for certain drug possession offenses and allows felony sentences for persons with previous conviction for crimes such as rape, murder, or child molestation or is registered sex offender. Proposition 47 applies savings to mental health and drug treatment programs, K–12 schools and crime victims.

BACKGROUND

Emerging best practices in criminal justice focus law enforcement resources on serious and violent crime and utilize community corrections for petty theft and non-violent offenses. Research into best practices in criminal justice science show that investment into mental health treatment, drug treatment and truancy prevention increases public safety and stops the cycle of crime.

Spending on California prisons has gone up 1,500 percent since 1980, and the prisoner population is 117,500 in a system designed to hold 81,200. By changing the lowest level non-violent drug possession and petty theft crimes from felonies to simple misdemeanors, Proposition 47 saves California counties hundreds of millions of dollars annually, reduces prison crowding and reduces felony caseloads in court.

STATEMENT OF THE ISSUE

Proposition 47 changes six of the lowest levels of nonviolent crimes, such as drug possession and petty theft crimes such as shoplifting, from felony/wobblers to simple misdemeanors, authorizing resentencing for anyone who is incarcerated for these offenses and poses no threat to public safety.

Proposition 47 would keep dangerous criminals locked up by preventing any prisoner with prior sex convictions, or conviction for murder, rape of a child and molestation from being eligible for reduced penalties and would give judges discretion to prevent petitioners from eligibility.

About 10,000 inmates convicted of lower level crimes would be eligible for resentencing and reduced sentences which would help convicts overcome barriers to employment, housing and access to assistance programs. The majority of those affected with these changes would be woman and men of color, particularly African Americans and Latinos. These changes apply to juveniles as well as adults. In supporting Proposition 47, the City of Compton would join countless law enforcement leaders, crime victims, teachers, rehabilitations experts, business leaders, civil rights organizations and faith leaders.

ALTERNATIVE

City Council may elect not to adopt this Resolution.

FISCAL IMPACT

There is no anticipated fiscal impact resulting from adoption of this Resolution.

RECOMMENDATION

No recommendation is offered by staff. Resolution presented for consideration and adoption pursuant to the request of Mayor Brown.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA PROPOSITION 47 ("THE SAFE NEIGHBORHOOD AND SCHOOLS ACT") TO REDUCE THE PENALTIES FOR CERTAIN NON-SERIOUS AND NON-VIOLENT PROPERTY AND DRUG CRIMES AND INVEST IN CRIME PREVENTION PROGRAMS

WHEREAS, Proposition 47 – the "Safe Neighborhood and Schools Act" – requires misdemeanor sentences instead of felony for certain drug possession offenses and allows felony sentence of persons with previous convictions for crimes such as rape, murder, or child molestation of is a registered sex offender; and

WHEREAS, emerging best practices in criminal justice focus law enforcement resources on serious and violent crime and utilize community corrections for petty theft and non-violent offenses; and

WHEREAS, research into best practices in criminal justice science show that investment into mental health treatment, drug treatment and truancy prevention increases public safety and stops the cycle of crime; and

WHEREAS, by changing the lowest level non-violent drug possession and petty theft crimes from felonies to simple misdemeanors, Proposition 47 saves California counties hundreds of millions of dollars annually, reduces prison crowding and felony caseloads in courts; and

WHEREAS, the savings will be invested in mental health and drug treatment (65 percent), K-12 school programs for at-risk youth (25 percent) and trauma recovery services for crime victims (10 percent); and

WHEREAS, Proposition 47 changes six of the lowest levels of nonviolent crimes, such as drug possession and petty theft crimes such as shoplifting, from felony/wobblers to simple misdemeanors, authorizing resentencing for anyone who is incarcerated for these offenses and poses no threat to public safety; and

WHEREAS, Proposition 47 would keep dangerous criminals locked up by preventing any prisoner with prior sex convictions, or conviction for murder, rape of a child and molestation from being eligible for reduced penalties and would give judges discretion to prevent petitioners from eligibility; and

WHEREAS, the majority of those affected with these changes would be woman and men of color, particularly African Americans and Latinos and would be applicable to juveniles as well as adults.

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

Section 1. That the City of Compton supports Proposition 47 – The "Safe Neighborhood and Schools Act" - and its efforts to reform and fix our criminal justice system.

Section 2. That a certified copy of this Resolution shall be filed with the offices of the City Manager and City Clerk.

Section 3. 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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____, 2014.

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

AYES: COUNCIL MEMBERS-
NOYES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: 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 SUPPORTING CALIFORNIA PROPOSITION 47 ("THE SAFE NEIGHBORHOOD AND SCHOOLS ACT") TO REDUCE THE PENALTIES FOR CERTAIN NON-SERIOUS AND NON-VIOLENT PROPERTY AND DRUG CRIMES AND INVEST IN CRIME PREVENTION PROGRAMS**

<ManagersName> — DEPARTMENT MANAGER'S SIGNATURE

<ManagersDate> — DATE

REVIEW / APPROVAL

<LegalName> — CITY ATTORNEY

<LegalDate> — DATE

<ControllerName> — CITY CONTROLLER

<ControllerDate> — DATE

<CityManager> — CITY MANAGER

<CityManagerDate> — 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 16, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014 - 2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO COPP CONTRACTING, INC. FOR THE STREET REHABILITATION PROJECT CDBG 13-02**

SUMMARY

This Resolution amends the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget and authorizes the City Manager to enter into a contract with and issue a purchase order in the amount of $2,091,073.36 to COPP Contracting, Inc. for the Street Rehabilitation Project CDBG 13-02 Project.

BACKGROUND

The Street Rehabilitation Project CDBG 13-02 provides necessary improvements to approximately 5.5 miles of streets within Community Development Block Grant (CDBG) areas throughout the City of Compton. Specific improvements include removal and replacement of failed pavement sections, placement of 2 inch thick asphalt overlays across the entire street cross-section, removal and replacement of damaged curbs, gutters and sidewalks, and removal and replacement of existing neighborhood traffic calming devices. In addition, handicap ramps will be re-constructed to current standards, existing roadway signing and striping will be removed and replaced, and affected utility covers will be adjusted to match new pavement elevations. This project improves existing streets within CDBG areas which are in very poor condition.

The City of Compton Street Rehabilitation Project CDBG 13-02 was advertised for bid on October 28, 2014. Bids were received and opened on November 25, 2014. Five bids were received as follows:

Contractors	Amount
COPP Contracting, Inc.	$2,091,073.36
All American Asphalt	$2,765,004.00
Sully Miller Construction	$2,696,870.65
Shawnan	$3,243,063.00
Palp dba Excel Paving	$2,429,145.95

Based upon bids received and review of submitted bid documents, it has been determined that COPP Contracting Inc. submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to COPP Contracting Inc. in the amount of $2,091,073.36. The Engineers Estimate for this project was $2,548,374.

STATEMENT OF THE ISSUE

In order to amend the Public Works/Municipal Utilities 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order with COPP Contracting Inc., City Council approval is necessary.

FISCAL IMPACT

The current FY 2014-2015 budget has **$686,713** in Account No. 2800 72C 149 4269, designated for the CDBG Residential Street Rehabilitation Project. The remaining available funds will be provided through a budget amendment as follows.

The FY 2014-2015 budget will be amended as follows:

a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

Increase Expenditure:

Account No.	Account Description	Amount
280072Y1314269	Other Contract Services	$470,000
280072A1434249	Special Department Expenses	$372,468
280072B1484269	Other Contract Services	$271,330.50
	Total:	**$1,113,798.50**

Increase Revenue:

Account No.	Account Description	Amount
28000000003583	HUD Revenue	$1,113,798.50
	Total:	**$1,113,798.50**

In total there will be **$1,800,511.50** available in this year's 2014-2015 budget, however the remaining balance of **$290,561.86** plus **$209,100** for contingency (if needed) will be paid out of next year's budget (FY 2015-2016) from Non-Public Service CDBG funds.

On an annual basis, the City sets aside a minimum of $600,000 for Residential Street Projects. Once next year's HUD allocation is approved by City Council in May/June 2015 the funds will be made available in the City's FY 2015-2016 budget under the Public Works Budget.

The total awarded contract will be $2,091,073.36 will be paid out of 2 year's Fiscal Budget, FY 2014-2015 and FY 2015-2016. In addition, Staff recommends a ten percent (10%) contingency in the amount of $209,100 for any unforeseen costs. Note: Contingency items must be authorized in advance.

ALTERNATIVE

Due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends that the City council adopt the attached Resolution.

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

APPROVED FOR FORWARDING

JOHNNY FORD
CITY MANAGER

Attachment: City Council Resolution
Construction Contract
Bid Result Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014-2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO COPP CONTRACTING INC. FOR THE STREET REHABILITATION PROJECT CDBG 13-02

WHEREAS, the Street Rehabilitation Project CDBG #13-02 provides improved streets in poor pavement condition in Community Development Block Grant ("CDBG") areas throughout the City of Compton; and

WHEREAS, the Street Rehabilitation Project improves approximately 5.5 miles of roadways throughout the City of Compton by removing and replacing failed pavement sections, providing 2" thick asphalt overlays across the entire street cross-section, removing and replacing damaged curbs, gutters and sidewalks, removing and replacing neighborhood traffic calming devices, upgrades handicap ramps to current standards, removing and replacing roadway signing and striping, and adjusting affected utility covers to match new pavement elevations; and

WHEREAS, asphalt overlays are important asset management measures to restore the pavement life for distressed streets; and

WHEREAS, the project plans were advertised for competitive construction bids and on October 28, 2014, the City received five bids; and

WHEREAS, staff recommends accepting the lowest and most responsible bid provided by COPP Contracting Inc. for the Street Rehabilitation Project CDBG 13-02 in the total amount of $2,091,073.36; and

WHEREAS, staff also recommends that a ten percent (10%) contingency in the amount of $209,100 be authorized for unforeseen costs for this project; and

WHEREAS, in order to expend funds for the project, the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget needs to be amended which entails revenues and expenditures being increased as well funds being set aside from next year's 2015-2016 budget; and

WHEREAS, in order to amend the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year Budget, authorize the City Manager to enter into a contract and issue a contract to COPP Contracting Inc., City Council's authorization is necessary.

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

SECTION 1. That the bid of COPP Contracting, Inc., in the amount of $2,091,073.36 is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, upon advise and consent of the City Attorney, is hereby authorized to enter into a construction contract with COPP Contracting, Inc. to perform necessary improvements to approximately 5.5 miles of streets within Community Development Block Grant (CDBG) areas throughout the City of Compton ("Street Rehabilitation Project – CDBG #13-02).

SECTION 3. That funds in the amount of $686,713.00, designated for the CDBG Residential Street Rehabilitation Project, are available in the Fiscal Year 2014-2015 budget, Account No. 2800 72C 149 4269.

#9.

SECTION 4. That the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget shall be amended to increase revenues and expenditures as well as set aside funds from the 2015-2016 Fiscal Year budget as follows:

The Fiscal Year 2014-2015 budget shall be amended as follows:

a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

Increase Expenditure:

Account No.	Account Description	Amount
280072Y1314269	Other Contract Services	$470,000
280072A1434249	Special Department Expenses	$372,468
280072B1484269	Other Contract Services	$271,330.50
	Total:	**$1,113,798.50**

Increase Revenue:

Account No.	Account Description	Amount
28000000003583	HUD Revenue	$1,113,798.50
	Total:	**$1,113,798.50**

b. A total of **$1,800,511.50** shall be available in the 2014-2015 Fiscal Year budget. The remaining balance of **$290,561.86** plus **$209,100** for contingency will be expended from the Fiscal Year 2015-2016 budget from Non-Public Service CDBG funds.

SECTION 5. That a ten percent (10%) contingency in the amount of $209,100 is hereby authorized for this Project.

SECTION 6. 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 7. 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

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
COPP CONTRACTING, INC.

[Street Rehabilitation Project CDBG# 13-02]

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 **COPP CONTRACTING, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 6751 Stanton Avenue, Buena Park, CA, 90621.

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the Street Rehabilitation Project CDBG #13-02 ("Project")**.**

D. Authorization to enter into this Agreement is pursuant to Resolution No.____, adopted by the City Council on December _____, 2014.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and

technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.4 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also comply with the following laws:

1.5.1 Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-Discrimination in Employment by Government Contractors, Subcontractors, and Contractors). During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action 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 and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

1.5.2 Davis-Bacon and Related Acts (DBRA). This is a federally assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor.

1.5.3 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist

Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1.5.4 State Prevailing Wage Requirements. The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Fifty Dollars ($50.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Ezekiel A. Copp, President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

1.6.3 City's Representative. City hereby designates **Glen W.C. Kau, P.E., Director of Public Works/Municipal Utilities** as City's Representative for this Project.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of 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.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following Work:

Street Rehabilitation Project CDBG# 13-02

The work includes, but is not limited to removal and replacement of failed pavement sections, placement of 2 inch thick asphalt overlays across the entire street cross-section, removal and replacement of damaged curbs, gutters and sidewalks, and removal and replacement of existing neighborhood traffic calming devices. In addition, handicap ramps will be re-constructed to current standards, existing roadway signing and striping will be removed and replaced, and affected utility covers will be adjusted to match new pavement elevations

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

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.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Two Million Ninety One Thousand Seventy Three Dollars and Thirty Six Cents ($2,091,073.36)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

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, 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 in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where

appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the

amount of retention withheld to insure performance of Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **60 Working Days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **60 Working Days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF [SPELL OUT DOLLAR AMOUNT] DOLLARS ($0) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

_____	_____
City of Compton	**Contractor – Ezekiel A. Copp, President**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Schedule for the entire Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. At a minimum, the Construction Schedule shall include City review dates and City review periods related to preparation and processing of submittals, delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates of substantial completion, performance of minor (or, "punch list") work and final completion.

4.7 City Review Periods.

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

4.8 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the Work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

5.4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the Site;

.b Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

.c The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

5.4.3 Contractor shall designate an individual at the Site in the employ of

Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 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.

5.4.5 If City deems any part of the Work or Site 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.

5.4.6 Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

.a Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

.b Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

.c Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

5.4.7 Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes;

schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name City as obligee.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the 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. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

8.2 Minimum Scope of Insurance. 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. 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.

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:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $[dollar amount] per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Builder's Risk Insurance. Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

8.2.4 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than $1,000,000 per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.2.5 Contractors Pollution Liability. If there is a pollution liability exposure, Contractors Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5 million per loss and $10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

.a Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

.b For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

.c If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

8.2.6 Professional Liability. (If applicable). For construction managers and design-build contractors, Professional Liability Insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

.a If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) and 8.2.5 (Contractors Pollution Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) and 8.2.6 (Professional Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Builder's All Risk) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

.c Loss Payee: Losses payable under this policy shall be adjusted with the Named Insured and paid to City as its interests may appear.

8.3.4 The policy or policies of insurance required by Section 8.2.4 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.4 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

8.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies.

9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City

shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Ezekiel A. Copp**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **Copp Contracting, Inc.,** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it 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; and
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against him/her/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]

Ezekiel A. Copp, President **(Date)**

10.3 Non-Lobbying Certification for Federal-Aid Contracts. The Contractor certifies to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Ezekiel A. Copp, President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

11.1.2 Opportunity to Cure Default. Contractor shall cure any default in

performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

11.2 City's Rights and Remedies Upon Default.

11.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.a Delete Certain Services. City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.b Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.d Terminate this Agreement. City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

.e Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

11.2.2 Rights Cumulative. All of City's rights and remedies under this Agreement is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon

such termination; and City may proceed against Contractor to recover all losses suffered by City.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

11.2.6 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.b Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

11.4.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.a Immediately discontinue performance to the extent specified in the notice;

.b Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.c Provide to City a description, in writing no later than two (2)

business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.d Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.e Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

11.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

.a The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.b Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

11.5 Contractor's Rights and Remedies.

11.5.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.a The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.b City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

12.1 Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

12.2 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.4 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.5 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement,

the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

12.6 Severability. 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 unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

12.7 Successors and Assigns. This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

12.8 Interpretation. Contractor and City acknowledge that the terms of this Agreement has 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.

12.9 Survival. All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

12.10 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.11 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in

jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

12.12 Copyrights. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

12.13 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

12.14 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

12.15 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

12.16 Waivers. A waiver by either party to this Agreement of any breach of any term, covenant 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.

12.17 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.

12.18 Entire Agreement. The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents

shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.19 Non-Discrimination. 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. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

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.

12.17 Water Pollution Control.

12.17.1 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

12.18 Execution Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the

entering into this Agreement does not violate any provision of any other agreement to which said party is bound. The Contractor shall complete a W9 Form in the form provided by the City.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

13.2 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Municipal Utilities Department
(310) 605-5505
(310) 605-6326 – Fax

with copies to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

All notices, demands or requests from City to Contractor shall be addressed to:

Copp Contracting, Inc.
6751 Stanton Avenue
Buena Park, CA, 90621-0457
Attn: Ezekiel A. Copp, President
(714) 522-7754 – Phone
(714) 522-2074 - Fax

13.3 Change in Address. 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.

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.

COPP CONTRACTING, INC.
CONTRACTOR

Dated: _____ **By _____**
Ezekiel A. Copp, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
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

STREET REHABILITATION PROJECT CBDG #13-02

Street Rehabilitation Project CBDG # 13-02				COPP Contracting Inc.		All American Asphalt		Sully Miller		Shawnan		Palp DBA Excel Paving		Engineer Estimate	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization (Maximun 5% of Total)	1	LS	$50,000.00	$50,000.00	$77,043.60	$77,043.60	$131,000.00	$131,000.00	$97,000.00	$97,000.00	$50,000.00	$50,000.00	$125,000.00	$125,000.00
2	Traffic Control	1	LS	$45,254.00	$45,254.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$158,200.00	$158,200.00	$89,500.00	$89,500.00	$50,000.00	$50,000.00
3	Public Notifications	1	LS	$6,900.00	$6,900.00	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$25,000.00	$25,000.00
4	Best Management Practices	1	LS	$3,800.00	$3,800.00	$7,000.00	$7,000.00	$4,000.00	$4,000.00	$17,000.00	$17,000.00	$14,700.00	$14,700.00	$10,000.00	$10,000.00
5	Cold Mill (0" to 2")	273,740	SF	$0.25	$68,435.00	$0.27	$73,909.80	$0.26	$71,172.40	$0.30	$82,122.00	$0.30	$82,122.00	$0.35	$95,809.00
6	Crack Routing & Sealing	240,000	SF	$0.07	$17,280.00	$0.07	$16,800.00	$0.08	$19,200.00	$0.10	$24,000.00	$0.08	$19,200.00	$0.15	$36,000.00
7	Construct 2" Thick AC Pavement Overlay with Fabric	9,610	TON	$85.13	$818,099.30	$80.00	$768,800.00	$94.00	$903,340.00	$96.00	$922,560.00	$84.25	$809,642.50	$100.00	$961,000.00
8	Sawcut & Remove AC Pavement & Construct AC "slot" Paving 12" wide x 5.5" thick - (4" thick where overlay occurs)	2,004	SF	$3.90	$7,815.60	$3.75	$7,515.00	$5.75	$11,523.00	$20.00	$40,080.00	$8.00	$16,032.00	$4.10	$8,216.40
8a	Sawcut & Remove AC Pavement & Construct AC "slot" Paving 12" wide x 4.5" thick - (4" thick where overlay occurs)	1,039	SF	$3.90	$4,052.10	$3.70	$3,844.30	$5.25	$5,454.75	$22.00	$22,858.00	$7.00	$7,273.00	$4.00	$4,156.00
8b	Sawcut & Remove AC Pavement & Construct AC "slot" Paving 12" wide x 6" thick - (4" thick where overlay occurs)	78	SF	$3.90	$304.20	$4.30	$335.40	$10.00	$780.00	$61.00	$4,758.00	$10.00	$780.00	$4.25	$331.50
9	Sawcut & Remove Exist. AC Pavement, Recompact Exist. Subgrade & Construct Full Depth AC Base Course - 3.5" Thick	28,869	SF	$3.24	$93,535.56	$3.10	$89,493.90	$4.65	$134,240.85	$9.00	$259,821.00	$2.40	$69,285.60	$3.75	$108,258.75
9a	Sawcut & Remove Exist. AC Pavement, Recompact Exist. Subgrade & Construct Full Depth AC Base Course - 3" Thick	37,953	SF	$2.80	$106,268.40	$2.70	$102,473.10	$4.30	$163,197.90	$7.00	$265,671.00	$1.95	$74,008.35	$3.50	$132,835.50
9b	Sawcut & Remove Exist. AC Pavement, Recompact Exist. Subgrade & Construct Full Depth AC Base Course - 4" Thick	34,995	SF	$3.53	$123,532.35	$3.50	$122,482.50	$5.25	$183,723.75	$8.00	$279,960.00	$2.50	$87,487.50	$4.00	$139,980.00
10	Sawcut & Remove Exist. AC Pavement, Recompact Exist Subgrade & Construct 4" AC over 6.5" AB	1,111	SF	$8.00	$8,888.00	$5.60	$6,221.60	$9.00	$9,999.00	$12.00	$13,332.00	$12.00	$13,332.00	$5.25	$5,832.75
10a	Sawcut & Remove Exist. AC Pavement, Recompact Exist Subgrade & Construct 4" AC over 4" AB	1,680	SF	$7.00	$11,760.00	$4.90	$8,232.00	$8.00	$13,440.00	$14.00	$23,520.00	$11.75	$19,740.00	$5.00	$8,400.00
11	Remove and Construct AC Speed Bump	32	EA	$1,750.00	$56,000.00	$1,350.00	$43,200.00	$3,500.00	$112,000.00	$3,000.00	$96,000.00	$1,425.00	$45,600.00	$3,500.00	$112,000.00
12	Remove & Construct PCC Curb Ramp & Sidewalk (BCR to ECR)	83	EA	$2,950.00	$244,850.00	$7,000.00	$581,000.00	$3,800.00	$315,400.00	$3,700.00	$307,100.00	$4,100.00	$340,300.00	$3,000.00	$249,000.00
13	Remove & Construct PCC Cross-gutter and/or Spandrel)	20	EA	$6,000.00	$120,000.00	$19,000.00	$380,000.00	$10,000.00	$200,000.00	$7,000.00	$140,000.00	$13,800.00	$276,000.00	$7,500.00	$150,000.00
14	Remove & Construct PCC Curb & Gutter	2,504	LF	$43.00	$107,672.00	$51.00	$127,704.00	$42.00	$105,168.00	$47.00	$117,688.00	$55.00	$137,720.00	$35.00	$87,640.00
15	Remove & Construct PCC Sidewalk	2,808	SF	$8.00	$22,464.00	$10.60	$29,764.80	$8.00	$22,464.00	$11.00	$30,888.00	$10.00	$28,080.00	$8.00	$22,464.00
16	Remove & Construct PCC Spandrel Only	12	EA	$2,600.00	$31,200.00	$8,800.00	$105,600.00	$1,800.00	$21,600.00	$6,000.00	$72,000.00	$5,000.00	$60,000.00	$2,500.00	$30,000.00
17	Remove & Construct PCC Alley Intersection	10	EA	$4,000.00	$40,000.00	$4,400.00	$44,000.00	$3,500.00	$35,000.00	$5,000.00	$50,000.00	$8,950.00	$89,500.00	$5,000.00	$50,000.00
18	Adjust water valve frame and cover to grade	53	EA	$262.00	$13,886.00	$80.00	$4,240.00	$270.00	$14,310.00	$600.00	$31,800.00	$400.00	$21,200.00	$300.00	$15,900.00
19	Adjust manhole frame andcover to grade	66	EA	$315.00	$20,790.00	$345.00	$22,770.00	$325.00	$21,450.00	$800.00	$52,800.00	$550.00	$36,300.00	$375.00	$24,750.00
20	Traffic Striping, Markings and Legends	1	LS	$36,786.75	$36,786.75	$34,000.00	$34,000.00	$35,000.00	$35,000.00	$37,000.00	$37,000.00	$33,000.00	$33,000.00	$50,000.00	$50,000.00
21	Vehicle Inductive Loop Detectors	8	EA	$393.75	$3,150.00	$310.00	$2,480.00	$550.00	$4,400.00	$700.00	$5,600.00	$380.00	$3,040.00	$500.00	$4,000.00
22	Set/Reset Survey Monuments	1	LS	$11,925.00	$11,925.00	$36,000.00	$36,000.00	$36,000.00	$36,000.00	$43,000.00	$43,000.00	$30,000.00	$30,000.00	$10,000.00	$10,000.00
23	Street Name Signs	54	EA	$207.90	$11,226.60	$210.00	$11,340.00	$220.00	$11,880.00	$700.00	$37,800.00	$200.00	$10,800.00	$450.00	$24,300.00
24	Street Name Signs Poles	25	EA	$207.90	$5,197.50	$250.00	$6,250.00	$265.00	$6,625.00	$300.00	$7,500.00	$200.00	$5,000.00	$300.00	$7,500.00
					1		**4**		**3**		**5**		**2**	**Contingency (10%)**	**$254,837.39**
	TOTAL				**$2,091,073.36**		**$2,765,004.00**		**$2,696,871.65**		**$3,243,063.00**		**$2,474,144.95**		**$2,803,211.29**

#9.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014 - 2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO COPP CONTRACTING, INC. FOR THE STREET REHABILITATION PROJECT CDBG 13-02**

Glen Kau — **12/8/2014 4:01:23 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **12/9/2014 6:27:57 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **12/8/2014 4:13:46 PM**
CITY CONTROLLER — DATE

Johnny Ford — **12/8/2014 4:10:36 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 16, 2014

TO: **MAYOR AND CITY COUNCIL**

FROM: **GLEN W.C. KAU, P.E., 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 ENGINEERING SERVICES AGREEMENT WITH JMDIAZ, INC. FOR THE CENTRAL AVENUE STREET CORRIDOR TRANSPORTATION STUDY AND CONCEPTUAL DESIGN PLANS AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $250,216.85.**

SUMMARY

The attached resolution is presented to the City Council seeking authorization for the City Manager to enter into a professional engineering services agreement with JMDiaz, Inc. ("JMD") for the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans and issuance of a purchase order in an amount not-to-exceed $250,216.85.

BACKGROUND

In September 2014, the City of Compton issued a Request for Proposal (RFP) for professional engineering services to perform a transportation study and develop conceptual design plans for the Central Avenue Street Corridor within the City of Compton. The primary purpose for this study and development of conceptual design plans is to provide engineering analysis and data necessary to effectively compete for competitive transportation grant funding.

The recent update to the City of Compton's Pavement Management Program identified that over 90% of street pavement sections along Central Avenue were in very poor condition. Although there are numerous Regional, State, and Federal transportation grant opportunities, competitive grants are generally not available to address street maintenance needs.

Accordingly, the purpose of the Central Avenue Street Corridor Transportation Study is to evaluate transportation needs within the corridor which are eligible for competitive transportation grants in order to leverage City street maintenance funds to more cost effectively improve Central Avenue street pavement conditions. Transportation needs to be evaluated include:

- Traffic safety / accident review and analysis
- Vehicular capacity and level of service analysis

- Bicycle and pedestrian accessibility and safety
- Safe routes to school
- Transit enhancement / improvements
- Traffic signal optimization and synchronization
- Complete streets review and assessment
- Pavement rehabilitation needs
- Streetscape beautification

The project study area is located within the western portion of the City of Compton. The Central Avenue study corridor is approximately 3 miles in length bounded by Artesia Boulevard to the south and El Segundo Boulevard to the north. Central Avenue serves as a major north south arterial roadway which serves Compton as well as neighboring cities due to its connections to the Gardena Freeway (Hwy 91) on the south and Interstate 105 to the north.

The general land use activity along the corridor includes regional commercial centers, industrial areas, residential communities, and several schools. Central Avenue is a 4-lane arterial with 2 lanes in each direction. Major portions of the corridor have raised landscaped medians.

The primary purpose and focus of this study is to evaluate transportation needs and deficiencies in this key corridor and to provide engineering data and analysis required to effectively compete for competitive Regional, State, and Federal transportation funding opportunities focused on the development of safe, sustainable, integrated, efficient, and complete transportation systems.

ANALYSIS

The Central Avenue Street Corridor Transportation Study and Conceptual Design Plans RFP was issued in late September 2014 with a due date of October 22, 2014. The RFP was widely advertised and available on the City's website for interested engineering consulting firms. Approximately 4 weeks was provided for consultants to respond.

Proposals were received from five engineering firms:

- APA Engineering
- BKF
- JMDiaz, Inc
- Transpo Group
- W2 Design

All proposals were reviewed and ranked by a committee consisting of the City of Compton's Assistant City Engineer and two representatives from Interwest Consulting Group, who are serving in the capacity of contract staff for the City of

Compton. Based upon this review, the top ranked firms were determined to be APA Engineering, BKF, and JMDiaz, Inc.

An interview team consisting of the City of Compton's Assistant City Manager, Director of Public Works/Municipal Utilities, Assistant City Engineer, and a representative from Interwest Consulting Group interviewed the top ranked firms on November 12, 2014.

Based upon the interview and detailed review of each firm's project understanding, project approach and detailed work plans, the interview team identified JMDiaz, Inc. as the most qualified consultant team for this project. References for JMDiaz, Inc. were contacted and each provided positive feedback regarding their performance, ability to meet project deadlines and the quality and professionalism of their work.

Subsequent to the interviews and reference checks, a scoping meeting was held with JMDiaz, Inc. to review their detailed work plan, confirm understanding of work products, review anticipated grant funding opportunities and confirmation of engineering analysis and data necessary for the preparation of competitive grant applications. Staff believes the negotiated scope and fee are comprehensive in nature and contain the appropriate level of detail and engineering analysis required for this project. The negotiated not-to-exceed fee is $250,216.85.

STATEMENT OF THE ISSUE

The primary purpose of the data collection and engineering analysis provided by the proposed scope of services is to improve the City of Compton's ability to more effectively pursue competitive transportation grant funding. Therefore, in order to retain the services of JMDiaz to provide professional engineering services, City Council authorization is necessary.

ALTERNATIVE

The City desires to provide street improvements to Central Avenue. Therefore, no other alternative is being considered.

FISCAL IMPACT

Funds in the amount of $250,216.85 are available in the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No. 1900-710-000-4269 (Proposition C Funds).

RECOMMENDATION

Staff recommends the City Council:

a) Approve the selection of JMDiaz, Inc. for the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans
b) Approve the scope of services provided by JMDiaz, Inc. and the not-to-exceed fee of $250,216.85

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

APPROVED FOR FORWARDING

JOHNNY FORD
CITY MANAGER

Attachments: JMDiaz, Inc. Proposal
Professional Service Agreement

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JMDIAZ, INC. FOR THE CENTRAL AVENUE STREET CORRIDOR TRANSPORTATION STUDY AND CONCEPTUAL DESIGN PLANS, AND THE AGREEMENT AND ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $250,216.85

WHEREAS, the recent update to the City of Compton's Pavement Management Program identified that over 90% of street pavement sections along Central Avenue were in very poor condition and although there are numerous Regional, State, and Federal transportation grant opportunities, competitive grants are generally not available to address street maintenance needs; and

WHEREAS, accordingly, the purpose of the Central Avenue Street Corridor Transportation Study is to evaluate transportation needs within the corridor which are eligible for competitive transportation grants in order to leverage City street maintenance funds to more cost effectively improve Central Avenue street pavement conditions; and

WHEREAS, the Central Avenue Study Corridor is approximately 3 miles in length bounded by Artesia Boulevard to the south and El Segundo Boulevard to the north. Central Avenue serves as a major north/south arterial roadway which serves Compton as well as neighboring cities due to its connections to the Gardena Freeway (Hwy 91) on the south and Interstate 105 to the north; and

WHEREAS, the primary purpose and focus of this study is to evaluate transportation needs and deficiencies in this key corridor and to provide engineering data and analysis required to effectively compete for competitive Regional, State, and Federal transportation funding opportunities focused on the development of safe, sustainable, integrated, efficient, and complete transportation systems; and

WHEREAS, in September 2014, the City issued a Request for Proposal (RFP) for professional engineering services to perform a transportation study and develop conceptual design plans for the Central Avenue Street Corridor; and

WHEREAS, the City selected JMDiaz, Inc. as the most qualified engineering team to perform required transportation engineering data collection, technical analysis, and conceptual plan development; and

WHEREAS, JMDiaz, Inc. will provide the City with an experienced, knowledgeable, innovative, and communicative team with the experience to deliver cost effective professional engineering services to address the needs of the City; and

WHEREAS, staff recommends the City Council accept the proposal submitted by JMDiaz, Inc. to perform the transportation engineering data collection, traffic safety and capacity analysis, and conceptual plan development required for the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans for a not-to-exceed amount of $250,216.85; and

#10.

WHEREAS, funds in the amount of $250,216.85 are available in the Public Works/ Municipal Utilities Fiscal Year 2014-2015 budget, Account No.1900-710-000-4269.

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 service agreement with JMDiaz, Inc. to perform transportation engineering data collection, traffic safety and capacity analysis, and conceptual plan development.

SECTION 2. That a purchase order in an amount of $250,216.85 is authorized to be issued for performance of the services by JMDiaz, Inc.

SECTION 3. That funds in the amount of $250,216.85 are available in the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No. 1900-710-000-4269.

SECTION 4. 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 5. 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 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: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

Proposal to Provide

Central Avenue Street Corridor Transportation Study and Conceptual Design Plans



October 22, 2014

Submitted to:

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Submitted by:

JMD
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363

#10.

JMD
PLANNING | ENGINEERING | MANAGEMENT

October 22, 2014

Mr. Glen W.C. Kau, P.E.
Director of Public Works/Municipal Utilities
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2014.1112.0041.00

SUBJECT: Proposal to Provide Engineering Services for Central Avenue Street Corridor Transportation Study and Conceptual Design Plans in the City of Compton

Dear Mr. Kau:

JMD is pleased to submit this proposal to provide professional engineering services for the proposed Central Avenue Street Corridor Transportation Study and Conceptual Design Plans in the City of Compton. Our proposal, which remains in effect for a period of 90 days, has been prepared in accordance with the City's Request for Proposal, issued September 24, 2014 and outlines our qualifications, approach and scope of services for the subject project.

JMD is a full service engineering firm, based in the City of Industry, which specializes in providing roadway, traffic and railroad engineering services to industrial cities and agencies with truckway, freeway and railroad facilities including:

- City of Compton
- City of Commerce
- City of Industry
- City of Irwindale
- City of Los Angeles
- City of Pico Rivera
- City of Santa Fe Springs
- City of Vernon
- County of Los Angeles
- Port of Los Angeles
- Port of Long Beach
- Caltrans

Furthermore, JMD, which formerly served Metro and Metrolink has been involved in the development of Project Study Reports, Project Study Report Equivalents (PSRE), Project Reports and PS&E, including inventory and assessment, for the following major corridor projects involving local agencies and Gateway Cities:

- Long Beach (Blue Line) Light Rail Transit Project -Willowbrook Avenue (3 miles), LACTC/City of Compton
- Rosecrans Avenue (0.38 mile), LACTC and City of Compton
- Atlantic Avenue (1 mile), Los Angeles County and City of Compton
- Soto Street and 26th Street (4.5 miles), Vernon California
- First Street (0.4 miles), East Los Angeles, California
- Washington Boulevard (6 miles), City of Los Angeles
- Venice Boulevard (6 miles), City of Los Angeles
- Olympic Boulevard (6 miles), City of Los Angeles
- Pico Boulevard (6 miles), Los Angeles, CA
- Wilshire Boulevard BRT (6 miles), Los Angeles, CA
- State College Boulevard (0.2 miles), Anaheim, CA
- Sepulveda Boulevard (1.5 miles), Manhattan Beach, CA

Project Understanding, Approach and Scope of Work to Develop Project Efficiently - We have assembled a comprehensive project team with extensive highway, roadway, traffic and grade crossing engineering knowledge, experience and expertise to assist the City of Compton in achieving the goals of this project in a timely manner.

18645 East Gale Avenue, Suite 212, City of Industry, CA 91748
(626) 820-1137 Tel • (626) 820-1136 Fax
www.jmdiaz.com

JMD

The JMD Team offers unique understanding of project issues, a cost effective project approach and comprehensive scope of work to develop the project with minimal project impacts to local businesses and commuters as well as provide optimum effectiveness.

We have assigned one of our most qualified Project Managers, **Juan M. Diaz, MBA, PE**, who has over 28 years of highway, roadway, traffic, transit and rail engineering experience in the transportation planning and engineering industry. A former Metro and Metrolink representative, Mr. Diaz has unique and extensive local knowledge and City of Compton experience (e.g., Long Beach Blue Line LRT, 710 Corridor EIR/EIS Project, Metrolink corridor projects and 26th Street/Soto Street Corridor PSR). He has designed and managed miles of roadways and hundreds of grade crossings and grade separations for various local agencies and railroads including the Cities of Compton, Commerce, County of Los Angeles, Burlington Northern Santa Fe (BNSF), Union Pacific Railroad Company (UPRR), Metro and Caltrans facilities including arterials, freeway mainlines, HOV lanes, interchanges and truckways as well as projects involving State routes, local streets, rail/bus transit corridors and railroads. In addition, Mr. Diaz' diverse experience provides unique insight on multidiscipline projects involving multiple stakeholders, numerous PSREs and funding insight for projects in the region. Furthermore, Mr. Diaz is known for his ability to manage highly sensitive regional projects involving multiple stakeholders (i.e. commercial, industrial and residential parties) and multilingual outreach capabilities.

Complementing the JMD Team are expert firms with local experience including **LRS Program Delivery, Inc.** and **Sirius Environmental** to provide Metro/Caltrans coordination and environmental documentation expertise, respectively.

Knowledge of Public Agency Procedures and Requirements – Our Project Manager and Team have extensive knowledge of Federal, State and local public agency procedures and requirements including Metro and California Public Utilities Commission (CPUC) funding requirements. In fact, our Project Manager and Technical Advisor have previously served as employees of the following public agencies:

- City of Monterey Park
- LA Metro/LACMTA
- Southern California Regional Rail Authority (SCRRA)/Metrolink

Experience on Similar Projects – JMD has developed studies (PSREs, PSRs and PRs), prepared final design and provided construction oversight for a variety of highway, truckway and transportation projects including the following:

- Telegraph Road Rehabilitation, City of Commerce
- 710 Corridor EIR/EIS, LACMTA/Caltrans/POLA/POLB
- Long Beach Blue Line Light Rail Transit Project, LACMTA (Formerly LACTC)
- Atlantic Avenue Roadway Improvements, County of Los Angeles
- Marine Avenue Roadway Improvements, County of Los Angeles
- Prairie Avenue Roadway Improvements, County of Los Angeles
- Rancho California Road (I-15 to Ynez Road) Roadway Improvements, City of Temecula
- Mealy Street Freight Rail Connector, City of Compton/LACMTA
- Rosecrans Avenue Overpass, City of Compton/LACMTA
- Santa Ana Street Streetscape, City of Anaheim Redevelopment Agency
- Market Street Streetscape Project, City of Inglewood
- Chino Avenue/Pipeline Avenue Intersection Improvements, City of Chino
- Montebello Boulevard Widening Improvements, City of Montebello
- 26th Street and Soto Street Project Study Reports, City of Vernon

JMD

Experience in Federally Funded Project Requirements and Process – Our Project Team has been involved on numerous projects involving Federally funded project requirements and processes. These projects include major roadways, parking lots and other public works facilities. The following are among the most recent projects involving Federally funded requirements and procedures including PS&E packaging:

- Metrolink Station and Pedestrian Improvements, City of Covina
- 710 Corridor EIR/EIS (East Los Angeles to Ports of Los Angeles and Long Beach)
- Buena Vista Street/Vanowen Street/SCRRA Rail Crossing Quiet Zone Improvements, City of Burbank
- Oxnard Transportation Center, City of Oxnard
- East Fourth Street Parking Lot, City of Oxnard

Our proposal has been organized to meet the requirements outlined in the City's RFP, issued September 24, 2014, and includes the following sections:

Section 1	Project Team and Organization Chart
Section 2	Professional Qualifications
Section 3	Past Involvement with Similar Projects
Section 4	Proposed Work Plan
Section 5	Fee Proposal (sealed under separate cover)

We are excited about the possibility of serving the City of Compton on this project and firmly believe we have numerous benefits to offer including:

- ✓ A Proven Team with extensive Highway/Roadway/Truckway corridor experience.
- ✓ A Project Manager and Team with local knowledge and City of Compton experience.
- ✓ An Experienced Project Manager with numerous PSREs and miles of roadway analysis and design.
- ✓ A responsive, innovative and cost effective project approach.
- ✓ A reputation for quality.

We appreciate the opportunity to submit our proposal and qualifications for your consideration on this important project and look forward to your favorable reply.

Should you have any questions regarding this proposal, please contact me at (626) 820-1137.

Sincerely,

JMDiaz, Inc.

Juan M. Diaz, MBA, PE
President/CEO

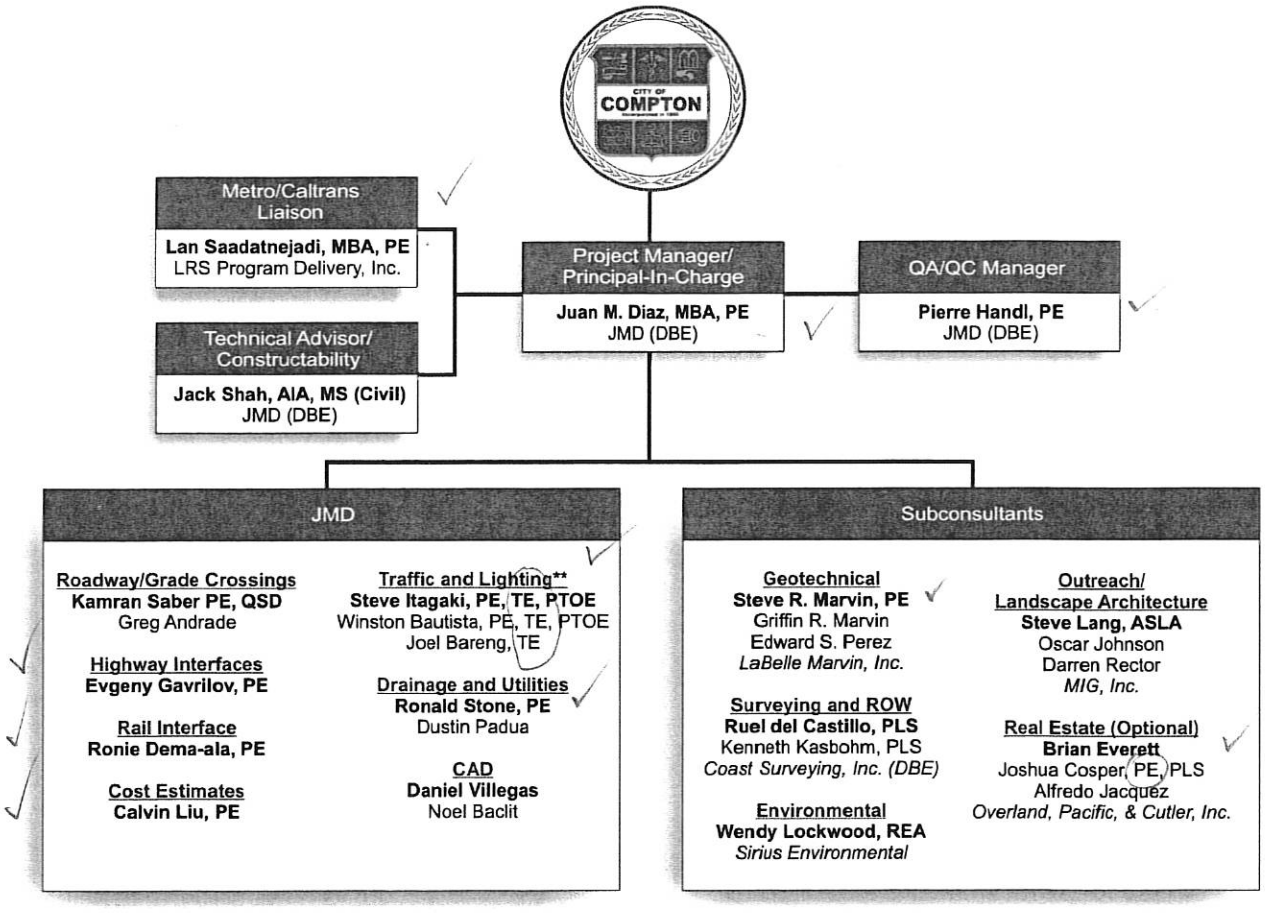
Enclosures

1. PROJECT TEAM AND ORGANIZATION CHART

Project Team

The JMD Team, illustrated below, is composed of highly qualified staff, including several with local knowledge and experience, which specialize in highway, roadway, traffic, rail and transit engineering. Each member of the team has produced highway, roadway, grade separation, grade crossing, utility, traffic signal, signing and striping, traffic control and street lighting projects for a variety of clients and in AutoCAD and MicroStation digital platforms. Resumes of our key personnel, illustrated below, are included at the end of this section.

Organization Chart



* Key Personnel in Bold
** Traffic counts by NDS
*** Outreach is optional

Resumes of Key Personnel

Juan M. Diaz, MBA, PE

Role/Position:	Project Manager/Principal-In-Charge
Location:	City of Industry, CA
Education:	M.B.A. Business Administration, California State Polytechnic University, Pomona, 1991 B.S. Civil Engineering, California State Polytechnic University, Pomona, 1986
Registration:	PE, CA #C50813, 1993
Affiliations:	American Society of Civil Engineers Institute of Transportation Engineers American Railway Engineering and Maintenance of Way Association Tau Beta Pi, Engineering Honor Society Chi Epsilon, Civil Engineering Honor Society Delta Mu Delta, Business Administration Honor Society
Availability:	80%

Mr. Diaz has over 28 years of professional engineering experience in the transportation planning and engineering industry. His extensive expertise in highway, rail and traffic engineering has resulted in his management of major highway and rail transit projects in Southern California. Mr. Diaz has conducted studies (PSRs, PRs and PSREs) and prepared designs for numerous agencies including Caltrans, LACMTA, Southern California Regional Rail Authority (SCRRA), Orange County Transportation Authority (OCTA), California Public Utilities Commission (CPUC), Caltrans, NDOT, County of Los Angeles, County of Orange, and numerous local agencies as well as local railroads throughout California and Nevada. His experience includes the analysis and development of PS&E packages for rail transit and freight rail corridor projects.

As a former Metrolink representative and on-call railroad consultant, he has participated in numerous diagnostic review teams and developed designs and CPUC exhibits for more than 23 grade separations and 320 at-grade crossings within the Los Angeles Metro Rail and Metrolink systems and the Port of Los Angeles (POLA). His diverse background and experience along with his strong ability in leading community outreach/consensus building efforts has resulted in his direct involvement in the analysis of train/vehicle/pedestrian circulation issues at rail/highway interfaces including interchanges, grade crossings and stations as well as quality of life projects including soundwalls and "quiet zones" associated with mitigating noise along rail corridors.

Mr. Diaz is a Cal Poly Pomona faculty where he teaches Railroad/Rail Transit Engineering as well as lay minister/preacher serving East Los Angeles.

Summary of Experience

Corridors/Roadways

- Sepulveda Blvd Corridor PEER/PSRE and LACMTA Call for Projects, City of Manhattan Beach
- Soto Street and 26th St PSREs, City of Vernon
- 2013-2014 Great Streets Improvement Project (Fairview Ave and Others), City of San Gabriel
- Telegraph Road Rehabilitation, City of Commerce
- Cycle 8 State-Legislated Safe Routes to School, City of El Monte
- Cycle 2 Federal Safe Routes to School, City of El Monte
- 126th St. Et. Al. Roadway Improvements Project (ARCP), County of Los Angeles
- 175th St. Et. Al. Roadway Improvements Project (ARCP), County of Los Angeles
- CDBG/Traffic Safety Street Improvement Program, City of El Monte
- Atlantic Ave Roadway Reconstruction Project (ARCP), County of Los Angeles
- Azusa Ave Properties Street Improvements, City of Industry
- Azusa Avenue Roadway Improvements, City of Industry (c/o CNC Engineering)
- Burbank Empire Center Intersection Improvements Projects, City of Burbank
- Engineering Design Services for Pechanga Parkway Phase II Improvements at Wolf Creek Drive South, City of Temecula
- Rosecrans Avenue Overpass, City of Compton
- Foothill Road/Day Road Roadway Improvements, Traffic and Transportation "On-Call" Services, City of San Buenaventura
- Kays Avenue Et. Al. Roadway Rehabilitation Project (RCP), LACDPW
- Long Beach Blue Line LRT, LACMTA
- Marine Avenue Rehabilitation Project (RCP), LACDPW
- Prairie Avenue Et. Al. Roadway Improvements Project (ARCP), LACDPW
- Rancho California Road Roadway Improvements, City of Temecula

Streetscapes

- Eastside LRT Access (Streetscape) Project, LACMTA
- Santa Ana Street (Streetscape) Project, Anaheim Redevelopment Agency
- Cypress Street Lighting, City of Irwindale
- Empire Av. Streetscape Project, City of Burbank
- Market Street (Streetscape) Project, City of Inglewood

Traffic

- On-Call Transportation & Engineering, City of San Buenaventura
- On Call Traffic Engineering Services, City of San Gabriel
- Speed Hump Pilot Study, City of Pico Rivera
- Safe Route to Schools, City of Pico Rivera
- Patricia Birdsall Sports Complex Signing and Striping Improvements, City of Temecula
- I-210/Metro Gold Line Extension Traffic Control, Foothill Extension Gold Line Authority (c/o MWH)
- On Call Traffic Engineering, City of Pico Rivera
- Northwest Area Recycled Traffic Project (Northern Segment), MWH
- Northwest Area Recycled Traffic Project (Southern Region), MWH
- Traffic Control Office Development (1320 Las Tunas Drive) Focused Traffic Study, San Gabriel
- 230th Street/Hawthorne Boulevard (SR-I07) Traffic Signal, City of Torrance
- Country Club Drive/Via Scena-Plaza de Monterey, City of Palm Desert
- Doheny Drive/Cynthia Street Traffic Signal, City of West Hollywood
- Temecula Parkway (Hwy 79S) Striping Modification, City of Temecula
- Jefferson Avenue/Sanborn Avenue and Redhawk Parkway/Overland Trail Traffic Signal Design, City of Temecula
- Little Morongo Rd/Mission Lakes Traffic Signal, City of Desert Hot Springs
- Mission Boulevard/Truman Street Traffic Signal, City of San Fernando
- Montebello Boulevard Widening (Traffic Signals), City of Montebello
- SMART Corridor Project, City of Los Angeles
- Speed Zone Study, City of Monterey Park

Traffic Signals

- Sepulveda Boulevard Corridor Improvements, City of Manhattan Beach
- La Mirada (APA) Imperial-Telegraph Road Traffic Signal Modification, La Mirada
- Palm Springs Unified School District Operations Center – Gene Autry Trail Traffic Signal
- Doheny Drive/Cynthia Street Traffic Signal, City of West Hollywood
- Montebello Boulevard Widening (Traffic Signals), City of Montebello
- 230th Street/Hawthorne Boulevard (SR-I07) Traffic Signal, City of Torrance
- Country Club Drive/Via Scena-Plaza de Monterey, Palm Desert
- Hacienda Avenue at Mountain View Road Traffic Signal Design, Desert Hot Springs
- Jefferson Avenue/Sanborn Avenue and Redhawk Parkway/Overland Trail Traffic Signal Design, City of Temecula
- Little Morongo Road/Mission Lakes Traffic Signal Design, Desert Hot Springs
- Mission Boulevard/Truman Street Traffic Signal
- SMART Corridor Project, City of Los Angeles

Traffic Control

- On Call Traffic Engineering Services, Desert City of Desert Hot Springs (c/o Glenmorra Consultants)
- On Call Traffic Engineering Services, City of Industry (c/o CNC Engineering)
- Valley Boulevard/Grand Avenue Traffic Control, City of Industry (c/o CNC Engineering)
- SR-60/Crossroads Parkway North Traffic Control, City of Industry
- Oxnard Transportation Center - East Fourth Street Parking Lot, City of Oxnard

Grade Crossings

- Clybourn Avenue Grade Crossing, SCRRA
- Eight Street Yard Capacity Improvements, Port of Long Beach
- Glendon Way/El Centro Avenue Rail Crossing Modification, South Pasadena
- Santa Fe Avenue Grade Crossing, City of Los Angeles

Grade Separations

- San Gabriel Trench Grade Separation Project, SCE Construction Authority/City of San Gabriel
- Durfee Avenue/UPRR (Los Angeles Subdivision) PSRE and Preliminary/Final Design Review, City of Pico Rivera
- Fairway Drive Grade Separation, Alameda Corridor East (ACE) Construction Authority

Jack Shah, AIA, MS (Civil)

Role/Position:	Technical Advisor/Constructability
Location:	City of Industry, CA
Education:	M.S. Civil Engineering, Drexel University, Philadelphia, PA, 1977 B.A., Architecture, University, Baroda, India, 1964
Registrations:	RA, CA #30168720, TX and PA; NCARB, #22560, 1979
Affiliations:	ASCE ITE NCARB AREMA AIA
Availability:	25%

Mr. Shah has over 47 years of progressive managerial experience with governmental agencies and private organizations in program management, engineering design and construction. A former Manager of Stations for SCRRA, Mr. Shah has overseen the design of over 47 rail stations in Southern California. In addition, he has served as Quality Assurance Officer for various grade separation projects developed by the ACE Construction Authority. Mr. Shah's experience includes extensive involvement in commuter rail stations design, QA/QC, VE, ADA compliance, design/ construction management, scheduling software, CAE/CADD, budget preparation, and long range planning.

Summary of Experience

Grade Separations

- UPRR Corridor Grade Separation Feasibility Study Report, City of Montebello
- Fullerton Road/UPRR (Los Angeles Subdivision) Grade Separation
- Durfee Avenue/UPRR (Los Angeles Subdivision) Feasibility Study Report and Preliminary/Final Design Review, City of Pico Rivera
- Fairway Drive/UPRR (Los Angeles Subdivision) Grade Separation PS&E
- San Gabriel Trench Grade Separation Project, San Gabriel
- Railroad Street Grade Crossing Repairs, City of Industry
- Staff Augmentation - Public Projects Engineering, SCRRA/Metrolink and LACMTA

Highway/Roadway

- I-710 Gap Alternatives Analyses and Project Report Preparation, Metro
- Telegraph Road Rehabilitation, City of Commerce
- LACMTA (KOA) I-710 Corridor Project PSR-PDS NB I-5 at NB I-710 Interchange Project

Program Management

- Alameda East Corridor (ACE) project, Los Angeles County
  - Nogales Street/UPRR (L.A. Subdivision) Grade Separation, City of Industry
  - Brea Canyon/UPRR (L.A. Subdivision) Grade Separation, City of Industry
  - Ramona/UPRR (Alhambra Subdivision) Grade Separation, City of El Monte
  - East End/UPRR (Alhambra Subdivision) Grade Separation, City of Pomona
  - Reservoir/UPRR (Alhambra Subdivision) Grade Separation, City of Pomona
- Metrolink Station Parking Structure, City of Covina

Commuter Rail/Stations

- Metro Security Kiosks (Subway and LRT Stations) Project
- Covina Metrolink Station, City of Covina
- Placentia Metrolink Station, OCTA
- Metrolink (Southern California Regional Rail Authority)
  - Riverside Multimodal Metrolink Station
  - W. Corona Multimodal Metrolink Station
  - San Bernardino Multimodal Metrolink Station
  - Ontario Multimodal Metrolink Station
  - San Clemente Multimodal Metrolink Station
  - Montclair Multimodal Metrolink Station
  - Irvine Multimodal Transportation Center
  - Industry Multimodal Metrolink Station
  - Montebello Multimodal Metrolink Station
  - Pomona Multimodal Metrolink Station
  - Northridge Metrolink Station
  - Burbank Multimodal Metrolink Station
  - Laguna Niguel/Mission Viejo Metrolink Station
  - Indio Multimodal Transportation Center

Heavy/Light Rail Transit

- Los Angeles County Metropolitan Transportation Authority (LACMTA)
  - Metro Red Line – Wilshire/Vermont, 5th and Hill, Civic Center, Wilshire/Western, Hollywood/Vine and other stations.
  - Red Line (Subway) tunnel through Santa Monica mountains.
  - Main Yard and Shops.

Bus Transit

- Wilshire Bus Rapid Transit Project (Los Angeles to Santa Monica), LACMTA
- Orange Line BRT Project, LACMTA

Pierre Handl, PE

Role/Position:	QA/QC Manager
Location:	City of Industry, CA
Education:	M.S., Civil Engineering, The City College of the City University of New York, 1973 B.S., Civil Engineering, The City College of the City University of New York, 1970
Registrations:	PE, CA #C27472
Affiliations:	American Society of Civil Engineers International Code Council American Water Works Association
Availability:	50%

Over thirty-six years of engineering experience providing design and construction management services for both small and large public and private sector projects. Projects included sewerage and water systems, crude oil pipeline, heavy rail commuter and freight transportation, light rail transit and aviation facility improvements, commercial and residential land development projects and high technology facilities. Managed consultant services, contractors and in-house staff responsible to prepare comprehensive studies, pre- and final designs, write specification, develop construction quality control programs and procedures, contract administration, value engineer, cost estimate and perform constructability reviews. Conducted Forensic Engineering studies and provided legal consultation services as a designated Expert Witness on various cases. Performed forensic civil/structural investigations for various insurance companies and provided Expert Witness testimony on several defense and prosecutorial construction defects and standard of care claims.

Summary of Experience

Roadway/Drainage/Utilities/Transit

- Telegraph Road Rehabilitation, City of Commerce
- Alameda Corridor Project
- Metro Rail Mid-City/Exposition Light-Rail Transit Project
- Orange County Transportation Authority Centerline Light Rail Project
- Pasadena Gold Line
- Inauguration of Metrolink, commuter rail project, for the Southern California Regional Rail Authority (SCRRA)
- Water Storage Facility Site Evaluation Study, City of Thousand Oaks
- Sanitary Sewer and Storm Drain Construction, Manhattan, The Bronx and Queens Boroughs, New York, NY
- 4,000-ft, 48-inch Storm Drain Construction, Irvine
- Sewer Feasibility Study, Rocketdyne Corporation, Orange County
- Goodyear All American Pipeline System, Crude Oil Pump Station, Goleta

Master Planning

- Master Plan Studies for Various California Cities and Water Agencies

Specification Preparation

- Master Specifications, Los Angeles Metropolitan Water District (MWD)

Municipal Engineering

- City Engineer for the Design, Construction, and Inspection of Various Private and Public Works Projects, Laguna Beach

Construction Management

- Hunts Point & Bowery Bay Sewage Treatment Plants, New York

Construction Quality Control

- Quality Control Administrator for the South African Coal, Oil and Gas Corporation Limited (SASOL), Springs, South Africa and 200 B/D Refinery in Esfahan, Iran
- Quality Control Audit of Coal Gasification Demonstration Plant, US Energy Department, Cresap, WVI

Land Development

- Residential Development, Beverly Hills, CA
- Proposed Resort Development, Jackson Hole, WY
- Comprehensive Land Development Study and Rough Order of Magnitude (ROM) Cost Estimate for Standard Oil Property, Simi Valley, CA
- Bramalea California, Inc., Residential Subdivision, Chino Hills, CA.
- Rancho Mission Viejo Master Plan Community, Mission Viejo, CA.
- Multi-family Condominium Project, City of Covina, CA.

School Design

- Los Angeles Unified School District (LAUSD). As Design Manager, managed the school design process for two new elementary schools located in Central Los Angeles

Kamran Saber, PE, QSD

Role/Position:	Task Leader – Roadway/Grade Crossings
Location:	City of Industry, CA
Education:	M.S. Civil Engineering, California State University, Sacramento, 1992 B.S. Civil Engineering, Polytechnic Tehran, 1985
Registrations:	PE, CA #C47567, 1992
Affiliations:	American Society of Civil Engineers (ASCE) American Public Works Association (APWA) Society of American Value Engineers (SAVE) American Society of Military Engineers (ASME)
Availability:	75%

Mr. Saber has over 26 years of experience in the design and management of major multi-disciplinary public works projects, including transportation design, structural, utility engineering, hydraulic, hydrology, cost estimating, construction, contract specifications, constructability analysis, peer reviews, environmental process and reviews, report writing, RFP preparation, proposal writing, construction management and support services. Mr. Saber has extensive training and hands-on experience in project/resource management and Total Quality Management. He is also a Certified Facilitator.

Mr. Saber's background in public works and municipal engineering Project Management, Program Management, CIP management, planning, design and construction on a wide variety of projects including land development, street improvement and rehabilitation, sewer and storm drain studies and design, grading and drainage and construction management and administration. Mr. Saber has also developed extensive expertise in federally funded projects by managing more than 100 federally funded projects throughout his career.

Summary of Experience

Traffic

- On-Call Traffic Engineering, San Gabriel
  - 416 Las Tunas Drive Mixed-Use Development Traffic Study Review
  - 101-111 V&DM Plaza Traffic Study Review
  - 221 Valley Boulevard Crowne Plaza Hotel Traffic Study Review
  - Dewey Elementary, Gabrielino High, and Coolidge Elementary School Crossing Study
  - 402-404 San Gabriel Boulevard Traffic Signal Plan Review
  - TTM 071234 Traffic Impact Analysis Review
  - Project Management Services – Alhambra Bridge
  - Project Management Services – CDBG
  - Roosevelt ES Safe Routes To School

Traffic Signals

- Palm Springs Unified School District Operations Center – Gene Autry Trail Traffic Signal

City Services

- City Engineer, City of Covina

Street Lighting

- FY2013-2014 Street Light Improvements, City of Newport Beach

Roadways

- Eastside LRT Access (Streetscape) Project, LACMTA
- 2013-2014 Great Streets Improvement Project (Fairview Avenue and Others), City of San Gabriel
- Maple Av. Arterial Improvements, City of El Segundo
- Annual Street Resurfacing Projects, City of Diamond Bar
- Telegraph Road Street Improvement Project, City of Commerce
- Cycle 2 Federal Safe Routes to School, City of El Monte
- Cycle 8 State-Legislated Safe Routes to School, City of El Monte
- 17th Street Widening and Beautification Project, City of Costa Mesa
- Arterial Rehabilitation Projects and Annual Street Resurfacing Projects, City of Lake Forest

Pavement Management Program (PMP) Projects

- City of San Gabriel 2010 Pavement Management Report
- City of San Gabriel 2007 Pavement Management Report (Update)
- City of Villa Park 2007 Pavement Management Report

Pavement Rehabilitation/Resurfacing Projects

- Biola Ave. et al Residential Street Rehabilitation Project, City of La Mirada
- Maple Avenue Arterial Improvement Project, City of El Segundo
- Burin Ave. and 169th Street Rehabilitation Project, City of Lawndale

Steve Itagaki, PE, TE, PTOE

Role/Position:	Task Leader – Traffic and Lighting
Location:	City of Industry, CA
Education:	B.S. Civil Engineering, California State Polytechnic University, Pomona, 1991
Registrations:	PE, CA #C67470; TE, CA #TR2394; PTOE, #2156
Affiliations:	American Society of Civil Engineers Institute of Transportation Engineers
Availability:	75%

With over 24 years of traffic/civil engineering experience as a Project Manager, Steve has worked on a variety of traffic, highway, and civil engineering projects for client cities, counties, private sectors and Caltrans. He is responsible for managing and preparing plans, specifications and estimates for traffic signal, traffic signal coordination, traffic signal interconnect, ITS, street lighting, signing, striping, highways, roadway improvements, and traffic control projects utilizing AutoCAD with AutoTurn, MicroStation, and Lighting Programs ALADAN and Visual. His experience also includes traffic studies and reports utilizing the Highway Capacity Software (HCS), Intersection Capacity Utilization (ICU), Synchro, and SPEEDPLOT. Steve has been with JMD since June 2005.

Summary of Experience

Traffic Signals

- Sepulveda Boulevard Corridor Improvements, City of Manhattan Beach
- La Mirada (APA) Imperial-Telegraph Road Traffic Signal Modification, La Mirada
- Palm Springs Unified School District Operations Center – Gene Autry Trail Traffic Signal
- Valley Boulevard/Wiggins Avenue Traffic Signal, City of El Monte
- Little Morongo Road/Mission Lakes Traffic Signal Design, City of Desert Hot Springs
- Jefferson Avenue/Sanborn Avenue and Redhawk Parkway/Overland Trail Traffic Signal Design, City of Temecula

Traffic and Transportation Studies

- Speed Hump Pilot Study, City of Pico Rivera
- Safe Route to Schools, City of Pico Rivera
- Cycle 2 Federal Safe Routes to School, El Monte
- Cycle 8 State-Legislated Safe Routes to School, El Monte
- US-101 Widening/Eastside Light Rail Transit Project, Caltrans (c/o Brutoco Engineering and Construction)
- Grand Avenue/US-101 Interchange, City of Los Angeles
- Traffic Impact Study/Parking, City of Rosemead

Traffic Control

- SR-60/Azusa Avenue Roadway Improvements, City of Industry, CA
- On Call Engineering Services, City of Industry (c/o CNC Engineering)
- Valley Boulevard/Grand Avenue Traffic Control, City of Industry (c/o CNC Engineering)
- SR-60/Crossroads Parkway North Traffic Control, City of Industry
- Buena Vista Street, City of Burbank
- Pacific Coast Highway, City of Long Beach

Roadways

- Eastside LRT Access (Streetscape) Project, LACMTA
- 2013-2014 Great Streets Improvements Project, City of San Gabriel
- Telegraph Road Rehabilitation, City of Commerce
- Cycle 2 Federal Safe Routes to School, El Monte
- Cycle 8 State-Legislated Safe Routes to School, El Monte
- Santa Ana Street Streetscape, City of Anaheim
- New Elementary School #18 Offsite Civil and Traffic Improvements, City of Los Angeles, for Quatro Design Group

Streetscapes

- Santa Ana Street Streetscape, City of Anaheim
- Empire Avenue Streetscape, City of Burbank
- Market Street Streetscape, City of Inglewood

Signing and Striping

- Azusa Avenue Properties Street Improvements, City of Industry
- Ramona Boulevard/Montecito Drive, City of El Monte
- California Boulevard Right Turn at Fair Oaks, California Boulevard Right Turn at Raymond, Raymond Avenue Widening, City of Pasadena
- Ocean Boulevard Improvements, City of Long Beach

Bikeways

- La Habra/UPRR (the "Loop") Bike Trail, City of La Habra
- BNSF Railroad Corridor Soundwall and Bike Trail Feasibility Study, City of Anaheim
- Cross Valley Connector Gap Closure and Class 1 Bike Trail, City of Santa Clarita

Evgeny Gavrilov, PE

Role/Position:	Task Leader – Highway Interfaces
Location:	City of Industry, CA
Education:	M.A., Highway Engineering, University of Bulgaria B.S. Civil Engineering, University of Bulgaria
Registrations:	PE, CA #C62597
Availability:	40%

Mr. Gavrilov has over 15 years of engineering experience which includes the design of a variety of highways projects. He is experienced in AutoCAD, MicroStation V8i, InRoads Group V8i, InRoads Group XM, SelectCAD, Soft Desk, and others.

Summary of Experience

Highways

- SR-710 Gap Alternatives
- Flower Street Grade Crossing
- SR-134 at San Fernando Road
- Westside Parkway, Bakersfield, CA
- SR-47 Truck Expressway, Alameda Corridor Transportation Authority (ACTA)
- 26th Street Extension, City of Vernon
- Oceanside to Escondido Light Rail Line (Sprinter), North County Transit District (NCTD)
- Clybourn Avenue Grade Separation Feasibility Study, Burbank, CA
- Route 5/Valencia Blvd (Valencia Boulevard Overcrossing)
- Route 5/Magic Mountain Pkwy (Magic Mountain Parkway Overcrossing)
- Route 78/Rancho del Oro Blvd Study (Rancho del Oro Overcrossing Study)
- Beach Blvd/Imperial Hwy Street Improvement Plan
- 120 mi of TransEuropian Freeway E-1
- Hemus Interstate Freeway
- Trakia Interstate Freeway
- Maritza Interstate Freeway

Ronie Dema-ala, PE

Role/Position:	Task Leader – Rail Interfaces
Location:	City of Industry, CA
Education:	B.S., Mechanical Engineering, University of the Philippines, Manila 1988
Registrations:	PE, CA #C054067
Affiliations:	American Society of Civil Engineers American Railway Engineering and Maintenance of Way Association
Availability:	50%

Mr. Dema-ala has more than 20 years of civil engineering experience focusing primarily in the design and construction management of railway track improvements, spur track, yard designs, roadway grade crossings, right-of-way grading and drainage improvements. He has played a major part in the design efforts of major transit projects throughout the southwestern United States. He has been actively involved in the development of construction bid packages for numerous light rail and freight railroad projects. Mr. Dema-ala has been particularly involved in the design/build construction projects. He understands the importance of efficient and effective design/build construction interaction applies this for successful project delivery.

Summary of Experience

Rail/Bus Transit

- Placentia Metrolink Station, OCTA
- Pedestrian and Station Improvements, City of Covina
- 710 Gap Project, LACMTA
- Metro Gold Line - Foothill Extension, LACMTA
- Pasadena Blue Line, Segment 1 – LA River to Arroyo Seco, LACMTA
- Pasadena Blue Line, Segment 2 – Arroyo Seco to Del Mar, LACMTA

Grade Separations

- Durfee Avenue/UPRR (Los Angeles Subdivision) Feasibility Study Report, City of Pico Rivera
- Fairway Drive/UPRR (LA Sub) Grade Separation Railroad Plan Check, ACE
- Montebello/UPRR Corridor Grade Separation Feasibility Study Report, City of Montebello
- San Gabriel Trench Grade Separation Project, Alameda Corridor East (ACE) and the City of San Gabriel
- Fullerton Road/UPRR (Los Angeles Subdivision) Grade Separation

Calvin Liu, PE

Role/Position:	Task Leader – Cost Estimates
Location:	City of Industry, CA
Education:	B.S., Civil Engineering, University of California, Irvine, 1993
Registrations:	PE, CA #C60044
Affiliations:	American Society of Civil Engineers
Availability:	50%

With over 19 years of civil engineering experience, Calvin has worked on a variety of civil engineering projects for client cities, outside agencies and private sector clients.

Calvin is multi-skilled with extensive experience civil, utility and storm drain relocation design, construction and project/program management. In addition, he has design-build experience on local projects involving LACMTA.

Calvin is responsible for managing and preparing plans, specifications and estimates for various roadway, utilities and related projects utilizing various software including: MicroStation V8i, Inroads V8i, AutoCAD 2012, Autodesk Civil 3D 2012, AutoDesk Land Desktop 2007, CAiCE 2000, Flowmaster V8i, StormCad V8i, AES Hydrowin 2005, HEC-RAS, MORA, WSPG 14.06, Water Cad V8i, H20Net 6.0, Retain Pro 6.0, Highway Capacity Software, TRANSYT-7F, Primavera P3, and Microsoft Project.

Summary of Experience

Cost Estimating

- 710 Gap Alternatives, LACMTA
- I-605, SR-91 and I-405 "Hot Spots" Feasibility Study Project, LACMTA

Utilities

- I-405 Sepulveda Pass Widening Design-Build Project, LACMTA
- The "Great Park" Development, City of Irvine
- Mid-County Parkway, RCTC
- Bus Rapid Transit Corridors, OCTA
- Non-Federal Flood Control Works (FCW) Rehabilitation and Inspection Program, US Army Corps of Engineers
- Various Development Projects
- Universal Studios Theme Park Expansion, Universal Studios

Ron Stone, PE

Role/Position:	Task Leader – Drainage/Utilities
Location:	City of Industry, CA
Education:	B.S. Civil Engineering, Northeastern University, 1988
Registrations:	PE, CA #C71675
Affiliations:	American Society of Civil Engineers
Availability:	50%

Mr. Stone has over 26 years in civil engineering design and contract document preparation as well as design support for both private and public sector construction projects. He has broad project experience ranging from individual sites to mega-projects which include roadway, rail, transit, drainage, utilities, civil/site layout, bike paths and drainage analyses and design. He has hands on experience with MicroStation InRoads, InRail and Autocad Land Desktop programs on various local and Caltrans freeway, roadway and site projects.

Summary of Experience

Utilities

- Montebello/UPRR Corridor Grade Separation Feasibility Study Report
- Foothill LRT - Phase 2A, Foothill Extension Construction Authority (Foothill Transit Constructors)
- MetroWest Water Supply Tunnel Preliminary and Final Design - Several Projects

Highways/Roadways

- Telegraph Road Rehabilitation, City of Commerce
- Cycle 2 Federal Safe Routes to School, El Monte
- Cycle 8 State-Legislated Safe Routes to School, El Monte
- FY 2013-2014 Street Light Improvements, City of Newport Beach
- CALTRANS 405/605/22 Widening Project, Seal Beach, CA
- 710 Gap Alternatives, LACMTA

Site/Land Development

- CALTRANS Expanded Roadside Vegetated Treatment Sites (ERVTS) and Groundcover Roadside Vegetated Treatment Sites (GRVTS), Various sites throughout CA

Bus/Rail Transit

- Metro Supplemental Engineering Services for Rail Systems Engineering – Security Kiosks
- Pedestrian and Metrolink Station Improvements, City of Covina

Daniel Villegas

Role/Position:	Task Leader – CAD
Location:	City of Industry, CA
Availability:	60%

Mr. Villegas has over 20 years of design experience on a variety of transportation projects including highways, roadways, traffic, and rail transit projects

Summary of Experience

Highways

- I-710 Freeway EIR/EIS, Los Angeles County, CA

Roadways

- Speed Hump Pilot Study, City of Pico Rivera
- Safe Route to Schools, City of Pico Rivera
- Santa Ana Street Roadway Improvements, City of Anaheim

Traffic Signals

- Sepulveda Boulevard Corridor Improvements, City of Manhattan Beach
- Riverside Drive/3rd Street and Walnut Ave/Ramona Ave Traffic Signal Modifications, City of Chino
- Fern Avenue/Kimball Avenue Traffic Signal Interconnect, City of Chino
- Main Street/Cottonwood Traffic Signal Design, City of Desert Hot Springs
- Corsini/Ocotillo School Crossing, City of Desert Hot Springs
- Palm/Campanero Traffic Signal Design, City of Desert Hot Springs
- Grand Avenue Traffic Control, City of Industry
- SR79/Pechanga Traffic Signal, Cozad
- Mountain/Soboba Traffic Signal, Engineering Resources, Inc.
- Meadows/Butterfield Traffic Signal and Signing & Striping, City of Temecula

Traffic Control

- On Call Engineering Services, City of Industry (c/o CNC Engineering)
- SR-60/Crossroads Parkway North Traffic Control, City of Industry
- SR-60/Crossroads Parkway South Traffic Control, City of Industry
- Azusa Avenue Roadway Improvements, City of Industry
- Railroad Street Traffic Control, City of Industry

Signing and Striping

- Skybourns/Wellspring/Promenade Signing and Striping, City of Desert Hot Springs
- Laurel Canyon/Rangoon Signing and Striping, Montage Development

Street Lighting

- FY2013-2014 Street Light Improvements, City of Newport Beach
- Westcliff Street Light Improvement and West Bonita Creek and San Miguel Park Lighting Replacement Project, City of Newport Beach

Grade Crossings/Quiet Zones

- Glendon Way/El Centro Avenue Rail Crossing Modification, South Pasadena
- Hueneme Road/Ventura County Railroad Crossing PS&E, City of Oxnard
- On Call Railroad Engineering Services, County of San Bernardino
- Staff Augmentation Services, North County Transit District, City of San Diego
- Riverside (UPRR and BNSF) Quiet Zones, City of Riverside
- Anaheim (Orange Subdivision) Quiet Zone, Anaheim Redevelopment Agency
- Burbank (Buena Vista Street/Ventura Subdivision) Quiet Zone, City of Burbank
- Grade Crossing "Quiet Zone" Study, City of San Diego
- Industry (Alhambra Subdivision) Quiet Zone, City of Industry
- Santa Fe Springs (UPRR's Los Nietos Subdivision) Quiet Zone, City of Santa Fe Springs

Grade Separations

- Fullerton Road/UPRR (Los Angeles Subdivision) Grade Separation
- Durfee Avenue/UPRR (Los Angeles Subdivision) Feasibility Study Report, City of Pico Rivera
- San Gabriel Trench Grade Separation Project, San Gabriel Valley, CA
- Rancho Capistrano Grade Separation PSR, Continuing Life Communities
- State College Boulevard Grade Separation Project Study Report, Anaheim, CA

Stations

- Supplemental Engineering Services for Rail Systems Engineering – Security Kiosks, LACMTA (LTK)
- Covina Metrolink Station, City of Covina
- Oxnard Transportation Center - East Fourth Street Parking Lot, City of Oxnard

Lan Saadatnejadi, MBA, PE

Role/Position:	Metro/Caltrans Liaison
Location:	San Pedro, CA
Education:	M.B.A., California State University, Long Beach, 1997 B.S., Civil Engineering, University of California, Los Angeles, 1987
Registrations:	PE, CA #C47795, 1991
Affiliations:	ASCE WTS
Availability:	25%

Ms. Saadatnejadi has more than 20 years of experience in delivering transportation improvement programs and projects with innovation and ingenuity, including alternative deliveries. She has worked in both public and private sectors and understands what it takes to build a program as well as develop a project from inception through completion. She has comprehensive knowledge of federal, state, regional, and local transportation programs, including high occupancy toll (HOT) lanes, toll roads, high occupancy vehicle (HOV) lanes, freeway widening, new freeways, interchanges, multi-purpose corridors, operational improvements, etc. Throughout her career, Lan has demonstrated the ability to take on challenges, bring new initiatives to fruition, build new program and project teams, and elevate teams to the next level by effectively leveraging on the strengths of the team members. Her most recent experience was building a brand new team and developing a $20 billion Measure R Highway Program at the Los Angeles Metropolitan Transportation Authority. Lan has left Metro recently and formed her own company. She is currently working on an assignment to provide strategic advisory services for a major investment fund.

Summary of Experience

Program Delivery

- Professional Engineering & Technical Consultant Services for MTA Call for Project Application for PCH Operational Improvements, City of Manhattan Beach
- Job Creation Program, Southern California District Council of Laborers
- Los Angeles Metropolitan Transportation Authority Experience
- Access Improvement on I-110 at Temple Street, Caltrans
- Access Improvements at I-5/10 Separation and on SR 60 at Atlantic Boulevard, Caltrans
- Add Auxiliary Lane on Route 405 (S/B) from Waterford to Route 10, Los Angeles, Caltrans
- Direct HOV Connectors at SR 60/57 Interchange, Caltrans
- Gap Closure around Route 405 / 101 Connector, Los Angeles, Caltrans
- Grade Separate at Route 47 and Navy Way, Los Angeles, Caltrans
- Harbor Transitway Extension, Los Angeles, Caltrans
- HOV Lanes on Route 405 from Route 10 to Route 101, Los Angeles, Caltrans
- HOV Lanes on Route 60 from Route 605 to Route 57, Los Angeles, Caltrans
- I-710 Interchange Modification at 7th Street, Long Beach, Caltrans
- Interchange Modification on Route 110 at 5th and 6th Streets, Los Angeles, Caltrans
- Interchange Modification on US 101 at Parkway Calabasas, Calabasas, Caltrans
- May 89 List Retrofit Soundwall Program, Los Angeles and Ventura Counties, Caltrans
- Northbound Route 110 to Northbound Route 5 Connector Widening, Los Angeles, Caltrans
- Northbound Route 405 Off Ramp Widening at La Tijera, Los Angeles, Caltrans
- Operation Improvements in Southbound Route 110 from 8th to 11th Streets, Los Angeles, Caltrans
- Realign Freeway and Ramps on Route 101 from Center Undercrossing to Alameda Overcrossing, Los Angeles, Caltrans
- Reconstruction of Carmenita Interchange on I-5, Santa Fe Springs, Caltrans
- Route 10 HOV from Route 605 to Route 5, Buena Park, Santa Fe Springs, Norwalk, Downey, Lakewood, La Mirada, Caltrans
- Route 10 HOV Lanes from Route 605 to Puente Avenue, Los Angeles County, Caltrans
- Route 2 Santa Monica Boulevard Multi-Modal Parkway, Los Angeles, Caltrans
- Route 5 Interim HOV Lanes Facility, PSR & PR/ED, Buena Park, Santa Fe Springs, Norwalk, Downey, Lakewood, La Mirada, Caltrans
- Route 5 Long-term Improvements, Buena Park, Santa Fe Springs, Norwalk, Downey, Lakewood, La Mirada, Commerce, Caltrans
- Route 710 Long Life Pavement Project, Los Angeles County, Caltrans
- Pigeon Pass Road Widening PS&E, Moreno Valley
- Rancho Mission Viejo, Lower Ortega Highway Widening Project, San Juan Capistrano

Wendy Lockwood, REA

Role/Position:	Task Leader – Environmental
Location:	Pasadena, CA
Education:	B.A., Chemistry (Environmental Science), Sussex University, England, 1982
Registrations:	Registered Environmental Assessor, CA #03767
Affiliations:	Association of Environmental Professionals Los Angeles Conservancy American Planning Association
Availability:	25%

Ms. Lockwood is an environmental consultant with 25 years experience in the preparation of environmental documents pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She has been the Project Manager for major projects and technical task leader on complex projects involving noise, air quality, energy, and hazardous wastes/materials issues. Ms. Lockwood has wide knowledge of local planning regulations and regional planning documents in Southern California. She was with ESA, a premier environmental consulting firm in California, where she headed the Los Angeles office for over 15 years. She has participated in the preparation of environmental documentation for well over 500 projects.

In January 2006, Ms. Lockwood started the small environmental consulting firm of Sirius Environmental (Sirius). Sirius (WBE/DBE/SBE) is an environmental consulting firm that provides CEQA and NEPA related services.

Ms. Lockwood's areas of technical specialty are noise, air quality, and hazardous materials. She has overseen the preparation of numerous noise, air quality, and hazardous materials analyses of complex projects. She is also quite familiar with land use regulation and prepares Land Use analyses for projects in complex regulatory environments.

Ms Lockwood is an experienced CEQA/NEPA project manager. She has overseen the preparation of comprehensive environmental documents for a variety of different projects, providing advice to clients, communities and lead agencies on CEQA and NEPA compliance in complex regulatory environments. She is familiar with recent case law. She has undertaken public outreach for controversial projects in sensitive communities throughout California.

Ms Lockwood emphasizes quality and responsiveness in her work. She works closely with clients to ensure that information presented in the documents she oversees is complete, accurate, concise, and understandable to the general lay-reader.

Summary of Experience

Environmental Documentation

- Warner Center Specific Plan Update EIR, City of Los Angeles
- Metro Orange Line Extension, LACMTA (Iteris)
- City of Los Angeles Transit Neighborhood Plans
- Hollywood Community Plan EIR, QA/QC Review and Oversight
- City of Los Angeles CEQA and NEPA Compliance
- On-Call Contracts, 2005-Ongoing
- Warner Center Specific Plan Update EIR
- First Year of the First Five-Year Implementation Strategy for the 2010 Bicycle Plan EIR, City of Los Angeles
- Southern California National Freight Gateway Collaboration
- Southern California Association of Governments 2001, 2004, 2008 and 2012 Regional Transportation Plan (RTP). Project Manager
- Crenshaw Transit Corridor Project QA/QC
- Port of Los Angeles/Port of Long Beach QA/QC
- Hollywood Mobility Strategy Plan
- City of Los Angeles Mobility Element
- City of Los Angeles Transit Neighborhood Plans
- Church of the Canyons Technical Analysis, City of Santa Clarita
- Valencia Hills Church Technical Analysis, County of Los Angeles
- Las Lomas EIR, Los Angeles, CA
- On-Call Environmental Documentation, Coronado Unified School District
- On-Call Environmental Documentation, Mount Saint Mary's College

Steve R. Marvin, PE

Role/Position:	Task Leader – Geotechnical
Location:	Santa Ana, CA
Education:	B.S., Civil Engineering, California State University, Long Beach
Registrations:	PE, CA #30659; QE, CA #5463
Affiliations:	American Public Works Association American Society of Civil Engineers Association of Asphalt Paving Technologists
Availability:	50%

Mr. Marvin has more than thirty five years of experience in the area of pavement engineering. His experience includes pavement management, engineering design, construction inspection, and material testing. Mr. Steven R. Marvin, currently President of LMI as of 1985, has received numerous honors for his work with asphalt concrete and teaches at local Colleges and Universities along with conducting seminars for pavement and material design. Mr. Marvin oversees final quality control for all data and inspections performed by LMI operations of the asphalt concrete laboratory, field sampling, pavement evaluations, and testing of roadway, aggregate and subgrade materials, soil stabilization design and evaluation, pavement design, rehabilitation design for existing pavement systems, and complete investigations of material and/or design caused pavement failures.

Summary of Experience

- Yorba Linda Avenue Improvements, City limits to Camino de Bryant, City of Yorba Linda
- I-15/215 Interchange French Valley Phase II, TYLin
- Beverly Boulevard, Melrose Avenue, Robertson Blvd, City of West Hollywood
- Avenida Pico at Interstate 5, City of San Clemente
- Springdale Street, City of Huntington Beach
- Intersection of Anaheim Blvd and Ball Rd, City of Anaheim
- Katella Ave and State College Blvd, City of Anaheim
- Barranca Pkwy Street Improvements, I-5 to Alton Pkwy, City of Irvine
- French Valley Parkway/1-15 Interchange Improvement Project Phase I, Moffatt and Nichol
- Rosemead Blvd (Washington Blvd to Slauson Ave), City of Pico Rivera
- Brookhurst Street (Katella Ave to Ball Rd), City of Anaheim
- Newhope Street, Slater Ave, & Talbert Ave, City of Fountain Valley

Ruel del Castillo, PLS

Role/Position:	Task Leader – Surveying and ROW
Location:	Tustin, CA
Education:	Certificate in Public Service Administration, Santa Ana College, 1974
Registrations:	Certified Federal Surveyor, CFedS #1088; PLS #4212
Availability:	20%

Mr. del Castillo has over 48 years of experience in managing both field and office operations for all phases of surveying and mapping services. He has managed 30 "On-Call" contracts directly for the support of many federal, state, and local agencies. These contracts include the Counties of Los Angeles and Orange, the U.S. Forest Service, various U.S. Army Corps of Engineer Districts, the U.S. Navy – Southwest Division, and the Los Angeles County Metropolitan Water District (MWD)

Mr. del Castillo has a "hands-on" working knowledge of various land surveying services, including Right-of-Way and boundary surveys and analysis, GPS surveys, topographic surveys, utility location surveys, large-scale aerial, and geodetic control and monitoring quantities. While working directly for the County of Orange, Mr. del Castillo was responsible for all boundary surveys, first order/second order vertical and horizontal control surveys, photogrammetric mapping, control surveys and centerline surveys.

Summary of Experience

- Wilmington Ave/1-405 Freeway Interchange, City of Carson
- SR-111/Jefferson Street to I-10 Freeway, City of Indio
- Santa Ana Grade Separation, City of Santa Ana
- I-5/State Route 55 Interchange,
- SCRRA on Orange County Service Expansion (60 Miles) & Grade Crossings
- Airport Metro Connector, Connect LAX
- Downtown Los Angeles Streetcar Restoration
- I-710 North Segment Utility Study, LA County
- San Joaquin Hills Transportation Corridor, Transportation Corridor Agency (TCA)
- SR-47 Freeway/Ocean Blvd to SR-103, Caltrans
- SR-170 Freeway//I-101 to Sherman Way, & I-405, Metro
- Union/Patsaouras Plaza Elevated Busway and Busway Station, LACMTA

Steve Lang, ASLA

Role/Position:	Task Leader – Outreach/Landscape Architecture
Location:	Fullerton, CA
Education:	B.A., Landscape Architecture, University of California, Berkeley
Registrations:	Registered Landscape Architect, CA #1771
Affiliations:	American Society of Landscape Architects
Availability:	50%

As a Principal at MIG, Steven Lang has more than 34 years of experience in landscape architecture and project management. He has managed the preparation of conceptual studies, master plans, and construction drawings for projects ranging from urban redevelopment to natural parks. His experience includes streetscapes and road improvements; neighborhood, community and regional parks; sports field complexes; and regional interpretive trails along waterways.

Mr. Lang teaches in the Landscape Architecture Program of the UCLA Extension and was former chair of the Faculty Committee.

Summary of Experience

- Pedestrian, Bicycle and Equestrian Master Plan for Big Bear Valley, Big Bear Lake, CA
- Long Beach First Street Transit Mall, Long Beach, CA
- Pine Avenue Streetscape Improvements, Long Beach, CA
- Hemisfair Street Improvements, San Antonio, TX
- Gateway Park at Valley Boulevard and Santa Anita Boulevard, El Monte, CA
- Median Improvements at Peck Road at 60 Freeway, South El Monte, CA
- Beverly Boulevard Streetscape Improvements, Pico Rivera, CA
- Palm Avenue Commercial Corridor Master Plan, Imperial Beach, CA
- Victoria Avenue Streetscape Improvements, San Bernardino, CA
- Anaheim Downtown Improvements, Anaheim, CA
  - Harbor Place Holiday Tree Planter
  - Interactive Fountain at Lemon Street and Harbor Place
  - South Anaheim Boulevard Streetscape Improvements
  - Heritage Square Railroad Frontage Streetscape Improvements

Brian Everett

Role/Position:	Task Leader – Real Estate
Location:	Long Beach, CA
Education:	M.S., Economics, California State University, Los Angeles B.S., Economics, California State University, Northridge
Registrations:	California Real Estate Broker, CA #00912304
Affiliations:	Burbank/San Fernando Valley Board of Realtors International Right of Way Association (IRWA) California Association for Local Economic Development (CALED)
Availability:	50%

Since 1986, Mr. Everett has been involved in virtually every aspect of real estate consulting pertaining to right of way and real property acquisition, relocation assistance, and property management services. His experience includes program and project management for public improvement, community development, school district, transportation, and private engineering firm projects. He plans, manages, and implements client programs under federal, state, and local guidelines.

As CEO, Mr. Everett sets company goals and objectives. By implementing creative planning, he anticipates the needs of the Firm to better serve OPC's clients. He also focuses on selecting and retaining the most highly-qualified staff in the industry, fostering an atmosphere of success and company growth. He is responsible for driving change within the organization, as well as presiding over the organization's day-to-day operations.

Summary of Experience

- Noise Mitigation Program, Los Angeles World Airports (LAWA)
- Elm Avenue, North Naomi, West Verdugo, San Fernando Road, Thornton Road, City of Burbank
- Passons Grade Separation, City of Pico Rivera
- Rice Avenue Interchange Realignment, City of Oxnard
- State Route 134 Freeway Realignment, City of Glendale
- Various Projects, Los Angeles Unified School District
- Multiple Project Sites, Lynwood Unified School District
- Grade Separation Project, City of Montclair
- Las Cortes Project, City of Oxnard

2. PROFESSIONAL QUALIFICATIONS

JMDiaz, Inc. (JMD), a California corporation, offers a full range of transportation planning and civil engineering covering highways, roadways, land development, traffic and rail projects for local agencies, schools, railroads and private entities in California.

Originally founded and 100% owned by Juan M. Diaz in 2001, JMD is serving clients from its regional office in the City of Industry as well as its new Orange County office in Anaheim, California. Currently, JMD has a staff of 22 professionals and administrative staff.

Through the proven experience of its professionals and technical staff, JMD has earned a reputation of quality, commitment and responsiveness by providing innovative and timely design solutions on projects sponsored by private developers and public agencies. JMD's reputation is complemented by its values and commitment to improve quality of life as expressed in its mission statement:

"To provide responsive, innovative and effective solutions that improve quality of life."

In addition to its comprehensive qualifications, JMD is also certified with local agencies as a:

- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Community Business Enterprise (CBE)

Services

JMD offers a wide range of services covering planning, engineering and management for public and private sector clients. These services, outlined to the right, cover all phases of project development from conceptual design through construction. Such depth of services is one of JMD's unique and distinguishing characteristics that have contributed to its success.

Location

JMD is located at the address shown below.

City of Industry

18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
Phone (626) 820-1137 • Fax (626) 820-1136

Planning

- **Highways**
  Project Study Reports/Project Reports/PSREs
  PEERs/Fact Sheets
- **Civil**
  Master Plans
  Concept Design
  Feasibility Studies
- **Land Development**
  Master Plans
  Traffic Impact Studies
- **Rail**
  Rail Corridor/Feasibility Studies
  Rail Safety Studies/Grade Crossing Analysis
  Quiet Zones
- **Structures**
  Grade Separation Feasibility Studies
- **Traffic**
  Traffic Impact Studies
  Warrant Analysis
  Safe Route to School Studies

Engineering

- **Highway/Roadway Design**
  Mainlines/Ramps/Interchanges
  Roadway Rehabilitation/Streetscapes
  Bikeways/Trails
- **Land Development**
  Residential/Commercial Sites
  Campus Expansions/Master Plans
- **Rail Design (Light, Commuter & Freight)**
  Mainline/Industry/Shoofly Alignment
  Grade Crossings/Stations/Quiet Zones
- **Structures**
  Rail/Highway Grade Separations
  Pedestrian Bridges
- **Traffic/Transit Design**
  Signing and Striping
  Traffic Signals/Lighting/Traffic Control/CCTV
  Bus Rapid Transit Corridors/Stations

Management

- **Project Management**
- **Program Management**

Subconsultants

LaBelle Marvin

Role: Geotechnical

LaBelle Marvin, Inc. has specialized in pavement engineering, material testing, design, and construction inspection since 1969. The firm has a staff of 16 professional, technical, and support personnel, with diversified skills capable of handling highly complex roadway related assignments. The strength of LaBelle Marvin lies in our in-house capabilities including our full-service Caltrans certified soils and asphalt concrete laboratory, both Road Rater and Falling Weight Deflectometer (FWD) deflection testing equipment, coring and boring machinery, Ground Penetrating Radar (GPR) and the expertise of our multidiscipline engineering department.

LaBelle Marvin, Inc. personnel have worked on the design, inspection, testing and construction of asphalt concrete pavements throughout the Western United States, and when necessary, throughout the world. LaBelle Marvin, Inc. (LMI) provides complete engineering services from initial project review to development of precise rehabilitation alternatives exploring differing design and use criteria. LMI personnel are certified by various agencies throughout the region, including the State of California. LMI personnel regularly provide inspection and testing services for projects over seen by the FAA, State of California Transportation, State of California Department of Water Resources and numerous Cities on the west coast.

COAST SURVEYING, INC.

Role: Surveying/Right of Way

Coast Surveying, Inc. (Coast), a California Corporation, was founded in 1981 and has over twenty-nine years of surveying, mapping and right of way engineering experience working for such governmental agencies as: Caltrans - Districts 5, 6, 7, 8, 9, 11 and 12; OCTA; TCA; RCTC; MTA; SCRRA; SBCAG; CPTC; counties of Orange and Los Angeles; and numerous cities throughout the area, as well as numerous private engineering companies. Approximately 98% of Coast's work is for public agencies, either directly or as a subconsultant. Coast Surveying, Inc. is a Certified DBE firm and is a financially stable company with 15 employees currently.

LRS Program Delivery, Inc.

Role: Metro/Caltrans Liaison

LRS Program Delivery, Inc. (LRS), was founded in 2014. LRS' is based in the South Bay Cities subregion. LRS' mission is to help good people succeed. LRS' core service offerings include program/project management, strategic advisory for alternative project delivery, and agency liaison. The company president, Ms. Lan Saadatnejadi, is an expert listener, creative collaborator and innovative problem solver who worked with both public and private sector clients to help solve their most challenging business issues. It's an approach that drives meaningful change and allows us to deliver results that are specially tailored.

Sirius Environmental

Sirius Environmental, a woman-owned environmental consulting firm, was founded in January 2006. Sirius was founded to provide solution-oriented consulting services in connection with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Ms. Wendy Lockwood is the founder of Sirius, her resume provides background on her more than 23 years of experience.

In addition to environmental analyses and documentation pursuant to CEQA and NEPA, Sirius Environmental provides energy services related to energy conservation. Such services include evaluation of site operations to determine potential alternative sources of energy as well as identification of energy conservation measures that could be taken to reduce the carbon footprint of a building or facility.

Role: Outreach/Landscape Architecture

MIG, Inc., founded in 1982, is a multidisciplinary firm that specializes in urban planning and design, public outreach, consensus building and facilitation, and communications. The firm offers a full range of services, including master planning, site planning, streetscape design, zoning, conceptual design, transit-oriented development planning, and policy planning. MIG's work is characterized by a dedication to quality, a flexible approach, creativity in planning and design, and a commitment to completing projects on time and within budget. The firm has worked extensively with public agencies and municipalities in California, nationally and internationally on design and planning for future change.

The diversity of the MIG staff of 160 provides a base of knowledge that bridges technical expertise and values, and facilitates the exchange of information among all parties engaged in the planning process. Staff backgrounds encompass urban and regional planning, urban design, strategic planning, public participation, higher education planning, environmental design and research, landscape architecture, communications, graphic design, and public policy.

MIG's unique combination of planning and design expertise allows them to conduct technical planning in a highly interactive process involving all constituent groups. This process generates a clear and collective vision of development and growth in a dynamic, yet stable environment. Through MIG's participatory planning and design process, client goals and community interests work together to frame key issues. Plans created through this approach enjoy broad-based support and are readily implemented.

Role: Real Estate

Overland, Pacific & Cutler, Inc. (OPC), established in 1980 as a California corporation, provides all disciplines associated with the appraisal and acquisition of right of way. OPC's in-house capabilities include program management, cost studies, land and right of way acquisition, real estate appraisal, relocation assistance, utility coordination, and property management. MIG currently has 120 employees in 7 offices within California. As complexities arise during the course of a project, OPC has immediate access to a diversified staff of experts in nearly all areas of right of way. This results in a 'synergy' unique to the firm that allows them to provide exceptional right of way services to clients.

OPC's people routinely work with the requirements of locally, state, and federally funded projects. All services are performed in accordance with the regulations and standards of the acquiring agency and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February, 2005. OPC's personnel have a working knowledge of Title 49 Code of Federal Regulations (CFR) Part 24, State of California eminent domain law, as well as the Caltrans Right of Way Manual and FHWA and FTA Guidelines.

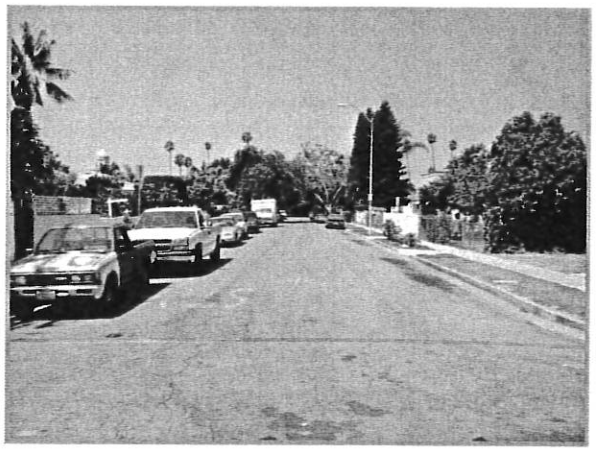
OPC is experienced in project elements involving right of way cost estimating, right of way data sheets, and right of way project certification, making them an industry leader in evaluating property mitigation approaches to complex acquisition problems and significant business relocations. Whereas typical cost studies may simply address land and improvement values, OPC's cost estimate team works closely with the design team to integrate project design and complex real estate mitigation approaches to reduce property owner impact and agency exposure. In some examples these efforts have resulted in a project cost savings of several hundred thousand dollars. OPC's full spectrum of real estate services allows them to understand the integrated details of preparing a comprehensive and credible cost estimate covering all right of way capital expenditures anticipated on the project.

3. PAST INVOLVEMENT WITH SIMILAR PROJECTS

The JMD Team has prepared project reports (PSRs, PRs and PSREs) and preliminary and final design for miles of highways, arterials and truckways as well as hundreds of rail crossings and grade separations for local Cities and Counties in Southern California. Our related project experience is briefly described below.

On-Call Pavement Design Services, 13-01, City of Compton

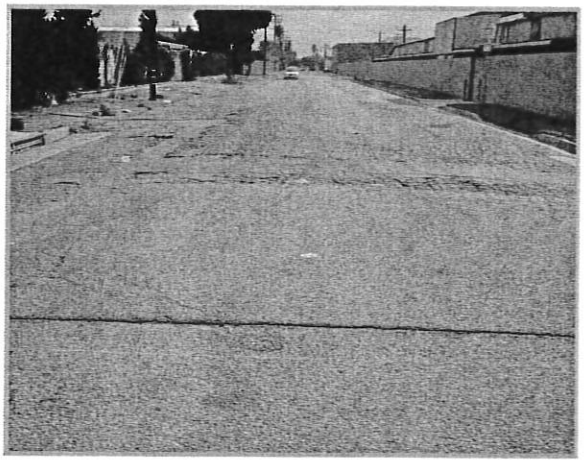
JMD is currently providing pavement design services to the City of Compton on an on-call basis as part of the City Community Development Block Grant (CDBG) program. Project tasks include engineering review, design and recommended services to achieve rehabilitation of City identified streets, and the services shall also include the development and preparation of the necessary construction documents to effect the proposed street improvements. An engineer's estimate is also required as part of the design submittals to assist the City with implementation of its Capital Improvement Program.



Client:	City of Compton Mr. Glen W.C. Kau, P.E. Director, Public Works/Municipal Utilities 205 South Willowbrook Avenue Compton, CA 90220 (310) 605-5505 Tel. gkau@comptoncity.org
Duration:	2013 - 2014
Design Fee:	$16,000
Construction:	$1,610,000 (est.)
Personnel:	K.Saber, J.Diaz, J.Shah, S.Itagaki, R.Stone, D.Padua, G.Andrade, R.Dema-ala, A.Abad, C.Carrillo, J.Bareng, M.Chavez, M.Syauta

2014 Street Resurfacing Project, CIP 14-01, City of Compton

JMD provided pavement resurfacing for 65 streets in the City of Compton. Tasks included installation of slurry seal, cape seal, ADA access ramps, speed humps and AC pavement, curb and gutter, driveway, and sidewalk removal and replacement as well as signing and striping.



Client:	City of Compton Mr. Glen W.C. Kau, P.E. Director, Public Works/Municipal Utilities 205 South Willowbrook Avenue Compton, CA 90220 (310) 605-5505Tel. gkau@comptoncity.org
Duration:	June, 2014 - October, 2014
Design Fee:	$80,000
Construction:	$2,100,000
Personnel:	J.Diaz, K.Saber, D.Padua, A.Abad, C.Carrillo, O.Aguilar, S.Yazdi, M.Chavez, M.Syauta

Sepulveda Boulevard Corridor Improvements, City of Manhattan Beach

JMD is currently developing corridor improvements including intersection widening, signalization and progression improvements at seven (7) intersections along or near Sepulveda Boulevard as part of Metro's Measure R Program managed through the South Bay Cities Council of Governments (SBCCOG). The project consists of conducting traffic analysis, preparing conceptual design of intersections improvements and conceptual cost estimates. The project also includes the development of a Permit

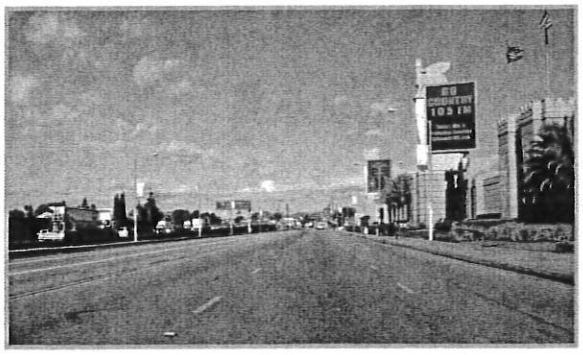
Engineering Evaluation Report (PEER), to serve as a Project Study Report Equivalent (PSRE), and a funding application as part of Metro's 2015 Call for Projects funding program.



Client:	City of Manhattan Beach Mr. Ed Kao Senior Civil Engineer 3621 Bell Avenue Manhattan Beach, CA 90266 (310) 802-5353 Tel. (310) 802-5351 Fax ekao@citymb.info
Duration:	August, 2014 – January, 2015
Design Fee:	$49,950
Construction:	$2,000,000
Personnel:	J.Diaz, J.Shah, S.Itagaki, K.Saber, R.Stone, D.Padua, G.Andrade, L.Saadatnejadi, W.Lockwood

Telegraph Road Rehabilitation, City of Commerce

JMD is currently preparing preliminary and final design plans for the rehabilitation of Telegraph Road, between Atlantic Boulevard and the Rio Hondo Channel (approximately 3 miles) in the City of Commerce. Rehabilitation improvements include street reconstruction and resurfacing. In addition, the project includes surface improvements at the Los Nietos Subdivision, a Union Pacific Railroad (UPRR) grade crossing, towards the east end of the project. JMD is responsible for developing roadway, "hot spot" intersection, grade crossing, signing and striping and traffic control plans for the City but including Caltrans due to the proximity to I-5. Close coordination with Metro (funding), Caltrans, UPRR and the California Public Utilities Commission (CPUC) is an important element of the project.



Client:	City of Commerce Transtech Selim Bouhamidi Associate Planner 13367 Benson Avenue Chino, CA 91710 (909) 595-8599 ext. 128 Tel. (760) 574-7964 Mobile
Duration:	2013 - Ongoing
Design Fee:	$109,725
Const. Cost:	$1,220,000 (est.)
Personnel:	J.Diaz, J.Shah, P.Handl, S. Itagaki, K.Saber, G. Andrade, D.Padua, R.Stone, P.Kim, R.Dema-ala, W. Bautista

Santa Ana Street Streetscape Project, City of Anaheim

JMD prepared preliminary and final design efforts for the conversion of Santa Ana Street, a roadway within an industrial part of downtown Anaheim, into an aesthetically pleasing streetscape project in a redevelopment zone for the Anaheim Redevelopment Agency. The project included the development of a quiet zone and related grade crossing improvements as well as roadway, intersection, signing, striping, street lighting, landscaping and irrigation improvements. The project involved coordination with SCRRA/Metrolink, OCTA, BNSF and CPUC for the proposed quiet zone and grade crossing improvements.



Client:	Anaheim Redevelopment Agency David A. Gottlieb Redevelopment Manager 201 South Anaheim Boulevard, #1003 Anaheim, CA 92805 (714) 765-4306 Tel. dgottlieb@anaheim.net
Duration:	2005 – 2010
Design Fee:	$50,000
Personnel:	J.Diaz, S.Itagaki, W.Bautista, G.Andrade

LaBelle Marvin

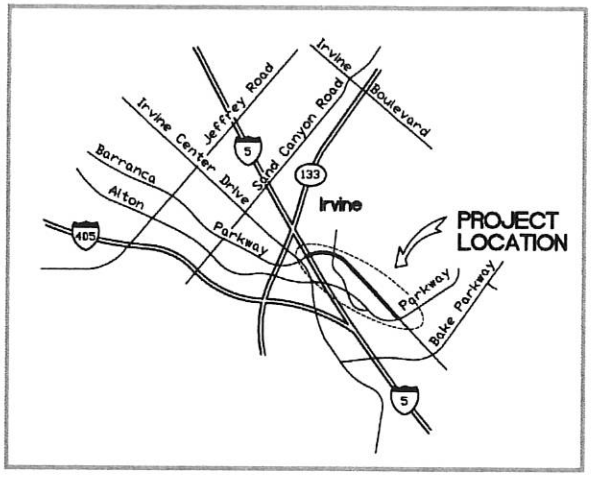
Barranca Parkway Street Improvements/I-5 to Alton Parkway

The City of Irvine, California in conjunction with community input and the Citywide Pavement Management Plan has identified a portion of Barranca Parkway within the City which may be in need of restoration/rehabilitation in the near future or benefit from additional information for future planning purposes.

The purpose of this investigation is to provide data and independent analysis of the present structural conditions through means of in place strength testing by use of the Falling Weight Deflectometer, pavement core sampling, laboratory testing, and field observations to define or explore various means of possible rehabilitation.

A portion of the roadway segment, from Technology Drive to Alton Parkway was the subject of a similar investigation in 2010, four years prior to this investigation. Various maintenance and repair activities have been performed along this portion of the roadway including but possibly not limited to placement of thin asphalt concrete overlays, partial section replacement, and most recently installation of a street-wide slurry seal.

In place strength testing performed as part of this investigation and field cross section structural thicknesses determined during this investigation and the 2010 investigation were compared to current and projected future traffic use providing a basis for development of improvement requirements to meet long-term City performance expectations.



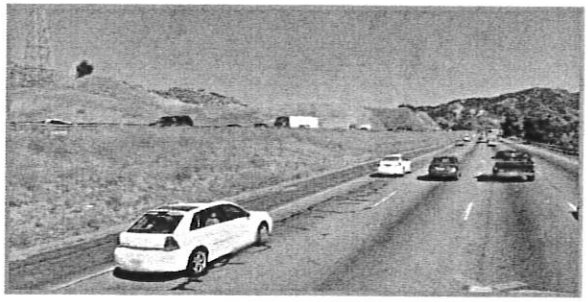
Client:	City of Irvine Reza Jafari Public Works Associate Engineer 6427 Oak Canyon, Building 1 Irvine, CA 92618 (949) 724-7545 Tel.
Personnel:	S.Marvin, S.Perez, G.Marvin

LRS Program Delivery, Inc.

Help good people succeed

I-5 High Occupancy Toll Lane Supplemental Environmental Study

LRS provided overall direction on project management, project development, project funding/financing, and community outreach for the preparation of a Supplemental Environmental Document (SED) to widen the I-5 freeway and add one high occupancy vehicle toll (HOT) lane from SR-14 to Parker Road in each direction. The SED included traffic analysis, concept of operations, community outreach, alternative concept plans, noise analysis, air quality analysis, and financial analysis.



Client:	California Department of Transportation Mr. Amir Elsharief 100 South Main Street Los Angeles, CA 90012 (213) 897-9565 Tel. amir.elsharief@dot.ca.gov
Duration:	2012 - 2014
Personnel:	L.Saadatnejadi, C.Margaronis

Sirius Environmental

Warner Center Specific Plan EIR

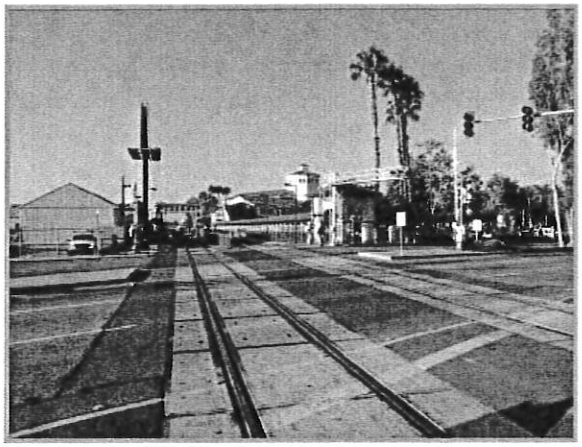
Sirius Environmental recently completed environmental analysis of an update to the Warner Center Specific Plan that will allow for an additional 20,000 residential units and an additional 15 million square feet of non-residential space in the approximate 900 acres covered by the plan. The Warner Center project is located on the Metro Orange line and is a major employment center in the San Fernando Valley. The City of Los Angeles plans to make Warner Center a more balanced center with added housing to support the current and future employment levels. The Specific Plan calls for an internal circulator to provide internal connectivity and connection to the Orange Line and local bus service. The EIR is being prepared at the same time that the Specific Plan is being prepared and thus as changes are made to the Specific Plan, the Administrative Draft EIR is updated. In addition, the Administrative Draft EIR was used to identify environmental polices so that the Plan becomes substantially self-mitigating. The Warner Center EIR process includes extensive interaction with a Community Advisory Committee; this committee is providing extensive input to the Specific Plan itself as well as highlighting key issues of concern.

Client:	City of Los Angeles Mr. Tom Glick Project Manager Department of City Planning 6262 Van Nuys Boulevard, Room 430 Van Nuys, CA 91401 (818) 374-5062 Tel. (818) 374-5070 Fax tglick@planning.lacity.org
Duration:	2007 - 2014
Personnel:	W.Lockwood

COAST SURVEYING, INC.

Santa Ana Grade Separation

COAST performed surveying and mapping for the Santa Ana Grade Separation Projects at BNSF/Metrolink for the City of Santa Ana through AECOM. Work consisted of survey research, photo control, aerial photogrammetric mapping, design surveys, centerline surveys, and Right-of-Way delineation



Client:	City of Santa Ana Pat Somerville, PE AECOM 999 Town & Country Road Orange, CA 92868 (714) 567-2755 Tel. pat.somerville@aecom.com
Duration:	2011
Fee:	$25,000
Personnel:	R.del Castillo, G. del Castillo, K.Kasbohm

MIG

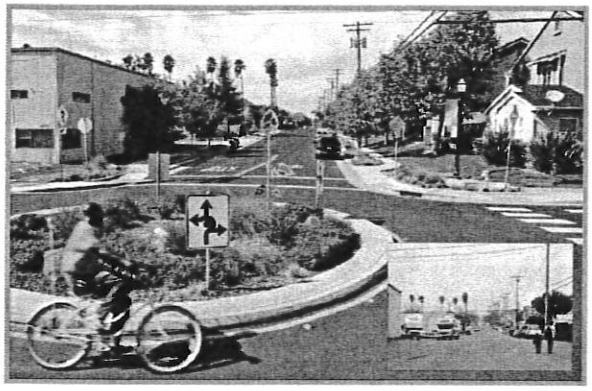
Dixieanne Avenue Green Street Plan

MIG led a team of urban designers, landscape architects, transportation planners and civil engineers to design and create construction documents for the first "Green Street" in Sacramento. Envisioned by the community as the 'main street' of Dixieanne Neighborhood, this six block streetscape improvement project connects the multi-modal Swanston Light Rail transit station of North Sacramento to the central neighborhood park.

Streetscape improvements in this narrow ROW included tree lined sidewalks, Class III bike facilities

and iconic art that reflects the community values. The key element of the "Green Street" minimizes impervious surfaces and urban runoff through the use of stormwater planters along separated sidewalks, bioswales in midblock bulbouts, pervious paving in traffic circle and pocket plaza and context sensitive planting palette. This cost-effective integrated stormwater management drainage solution helped minimize the demand on the area's overloaded CSS system and improved the overall water quality, before it drains into the nearby American River. Construction was completed in September 2009.

The streetscape concept was developed by MIG through an extensive community input that included community workshops and stakeholder listening sessions. MIG worked with the City, neighborhood community and individual property owners to resolve conflicts between the proposed landscaping, existing utilities and private encroachments in the public right-of-way in order to create a streetscape amenity that has become a great source of community pride and identity.



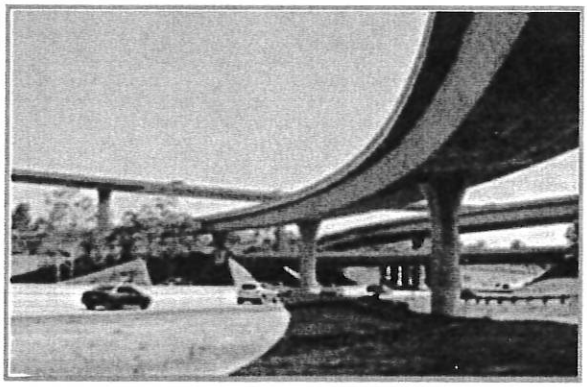
Client:	City of Sacramento Mr. Nader Kamal Special Projects Engineer 915 I Street Sacramento, CA 95814 (916) 808-7035 Tel. nkamal@cityofsacramento.org
Personnel:	S.Lang, O.Johnson, D.Rector

OVERLAND PACIFIC & CUTLER, INC.

SR-91 Corridor Improvement Project (SR-91 CIP), Design-Build and SR-91 CIP – PA/ED Phase

OPC is in full implementation of the right of way delivery program for this model design-build project along 14-miles of the SR-91 and 6-miles of the I-15. The project is a $1.3 billion investment and impacts over 250 property owners and numerous utilities. Project improvements include the creation of two tolled express lanes, new general purpose lanes, and direct connectors linking SR-91 with SR-71 and I-15.

OPC's activities started in the PA/ED phase where we provided detailed R/W cost estimates and prepared R/W Data Sheets according to Caltrans guidelines. Such documents addressed the impacts of over 500 properties within 3 proposed project alternatives and 20 unique design variations. Notable complexities included highly complex cost-to-cure remediation strategies and large commercial business relocations. Working closely with the design team, OPC was instrumental in developing mitigation strategies to minimize right of way impacts, resulting in the overall reduction of full acquisitions, displacements, and the decrease in capital costs.



Client:	Riverside County Transportation Commission Mr. Mark Lancaster Acting Right of Way Manager 4080 Lemon St. 3rd Floor Riverside, CA 92501 (951) 787-7932 Tel.
Personnel:	J.Cosper, A.Jacquez

4. PROPOSED WORK PLAN

Project Understanding

The City desires to prepare a Transportation Study/PSRE and seek local, State and Federal transportation funds for the improvement of Central Ave Corridor between Artesia Blvd and El Segundo Blvd. in the City of Compton. This Transportation Study/PSRE and Conceptual Plans, considered Phase I of the project, will allow the City to evaluate transportation needs in the key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system.

The City is, therefore, procuring the services of a qualified consultant that can provide professional engineering study and design services in a responsive, cost effective and timely manner. The selected consultant may ultimately provide professional design and engineering services for the preparation of a PS&E (plans, specifications and estimates) bid package including design support services during construction.

JMD has extensive experience developing transportation studies and PSREs as well as PS&E design for local arterials in the City of Compton and throughout Southern California. Such projects include highway, roadway rehabilitation, beautification and widening projects requiring roadway improvement, grade crossing, traffic signal installation/modification, traffic signal interconnect, street lighting, signing and striping, and worksite traffic control plans. Some of these projects include conventional, complete and green street elements designed to improve transportation access and circulation in a sustainable and well funded manner.

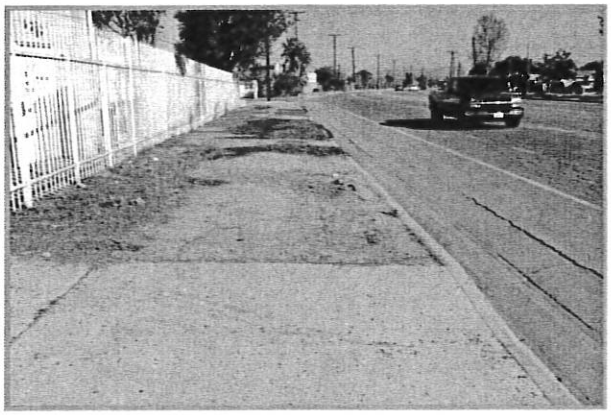
In addition, JMD staff have prepared PSREs and funding applications on behalf of cities for major arterials, grade separations and transit projects.

JMD anticipates developing three alternatives which consider conventional, complete and green street elements, illustrated on the following page, to best address local access and circulation needs on Central Avenue. Such mix of alternatives also increase the likelihood of obtaining project funding which is an essential goal by the City of Compton. JMD is uniquely qualified and experienced to develop a regionally significant, pleasing and sustainable corridor on Central Avenue to obtain available project funding by Federal, State, regional and local agencies.

Key Issues

The JMD Team has carefully reviewed the subject RFP requirements, complemented by field reviews and local knowledge, and has identified key project issues to be addressed for the project. These issues are briefly discussed as follows:

ADA

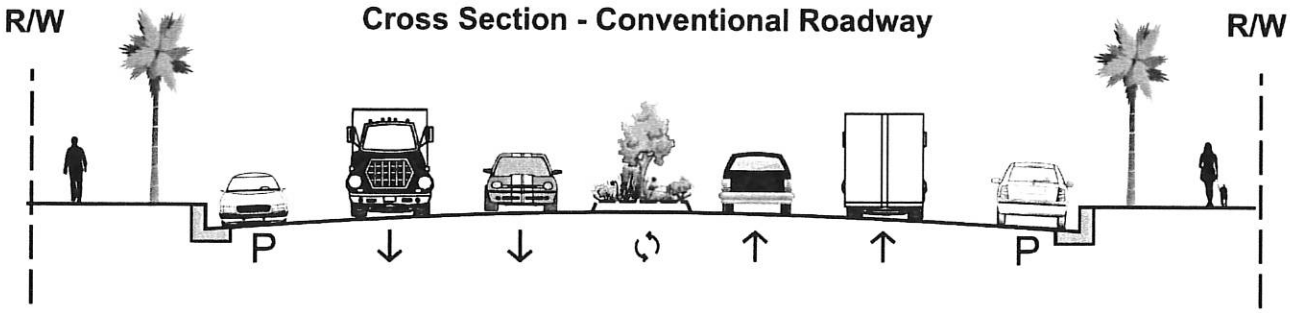


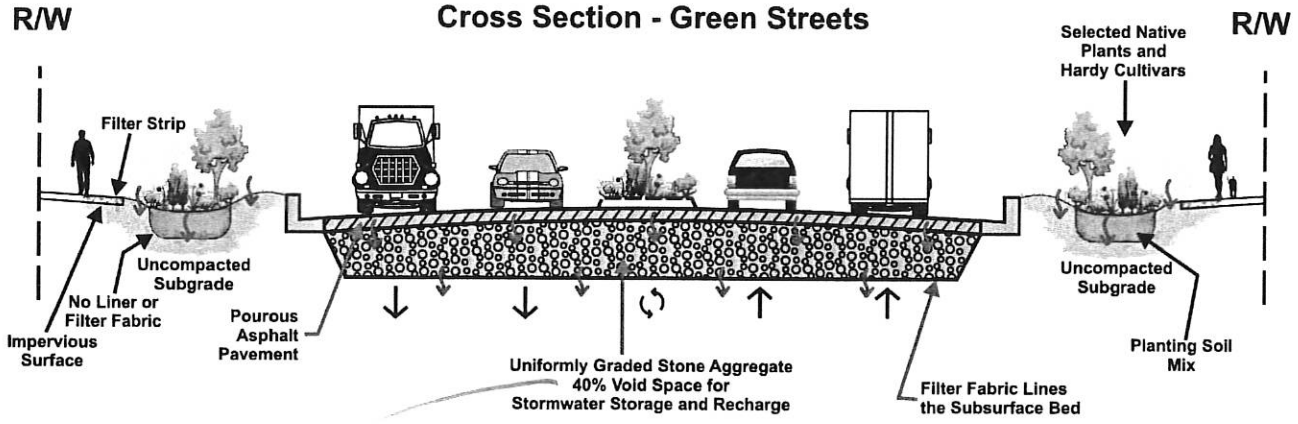
Central Avenue has areas, such as curb ramps and sidewalks, which do not fully meet Americans with Disabilities Act (ADA) requirements. To comply, proposed improvements will require that curb ramps be provided at all intersections being modified as well as midblock crossings where pedestrian access is legally provided. Consequently, careful review and identification of effective solutions will be required where existing sidewalk widths do not currently meet ADA criteria, particularly where traffic signal or lighting equipment prevents meeting ADA walkway requirements. JMD's traffic engineering staff have developed creative and innovative solutions to address unique design constraints.

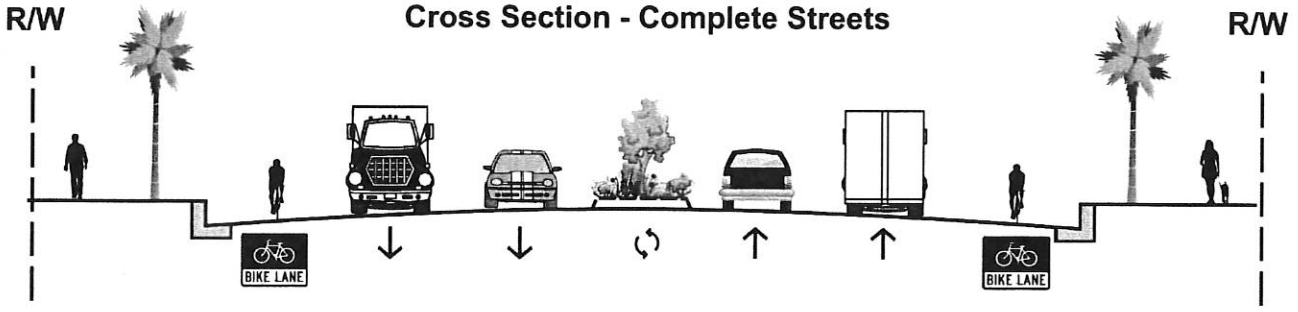
Access and Circulation



Access and circulation are vital elements to any City which serves local and regional traffic. Central Avenue,


R/W
Cross Section - Conventional Roadway
R/W
P
P


R/W
Cross Section - Green Streets
R/W
Selected Native Plants and Hardy Cultivars
Filter Strip
Uncompacted Subgrade
No Liner or Filter Fabric
Impervious Surface
Pourous Asphalt Pavement
Uniformly Graded Stone Aggregate 40% Void Space for Stormwater Storage and Recharge
Filter Fabric Lines the Subsurface Bed
Uncompacted Subgrade
Planting Soil Mix


R/W
Cross Section - Complete Streets
R/W
BIKE LANE
BIKE LANE

a perfect example which serves local businesses, commercial centers as well as regional commuter and goods movement traffic. Such conditions and needs require careful planning of the proposed Central Avenue reconstruction project to avoid local and regional impacts.

JMD is uniquely qualified to assist the City in planning and designing such construction as a result of its local knowledge, history and Compton project experience which includes the design of local streets, CDBG improvements and regional projects such as the Long Beach (Blue Line) Light Rail Transit Project and the Rosecrans Avenue Overpass.

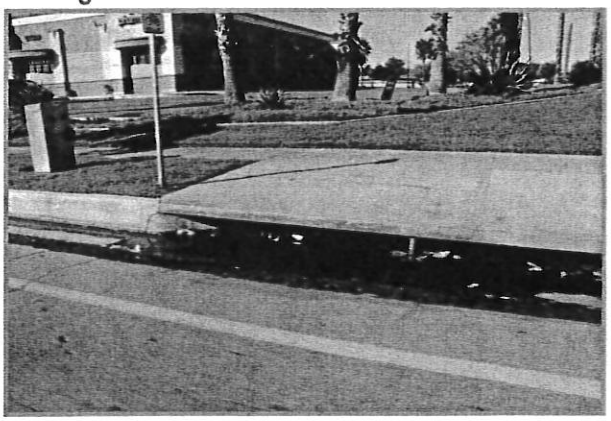
Right of Way



Central Avenue has areas with varying widths which require evaluation when developing a consistent corridor with conventional, complete and green street elements within varying land uses.

Right of way acquisition is an important element of any project due to significant cost and time required for timely certification and clearance of necessary land. The acquisition of right of way to provide ADA compliant curb ramps is critical to reconstruction projects and will require timely development of legal descriptions as well as processing support. JMD staff are experienced in working with local agencies in defining right of way needs for ultimate acquisition.

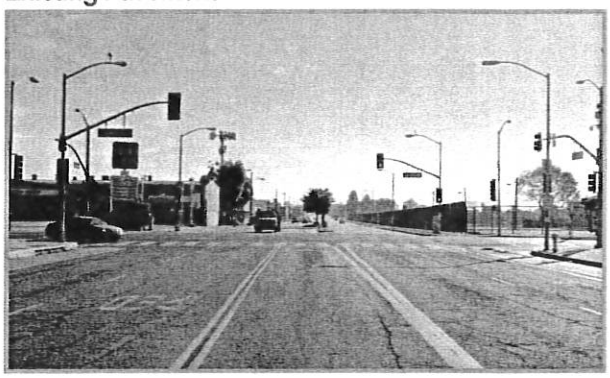
Drainage/Utilities



Central Avenue currently has various overhead and underground utilities. Such utilities include drainage facilities (i.e. storm drains and catch basins), sewer lines, water lines and irrigation lines. Some of these facilities may require protection, relocation or removal. In addition, these utilities may require exposure and permanent support during construction.

The JMD Team has experience designing improvements involving a vast number of utilities and will provide timely coordination to avoid unnecessary and costly utility conflicts. We will coordinate required utility work with the City and the various utility owners and be proactive at the beginning of the project in obtaining accurate utility data for necessary notifications, reviews and processing requirements.

Existing Pavement



Existing asphalt and concrete pavement within Central Avenue shows varying degrees of rehabilitation needs. In fact, the Pavement Condition Index (PCI) table included in the subject RFP for various street segments on Central Avenue confirms that a majority of street segments need some form of pavement rehabilitation.

JMD has unique solutions to maximize pavement rehabilitation investments by local agencies for arterials with asphalt and concrete pavement. In fact, JMD completed the reconstruction of nearly one mile of roadway along Atlantic Avenue, adjacent to the City of Compton containing asphalt concrete and concrete pavement and extending parallel to Central Avenue.

Base Mapping

An accurate representation of existing conditions is critical to providing a design that is constructible. Attention to detail during the collection of base data will result in minimal changes during the construction phase. Coordination of new work with existing improvements becomes critical in providing a seamless project. In an urban environment there are many existing improvements such as pull boxes, meter vaults, catch basins, existing landscaping, driveways, hardscape and other small improvements that can

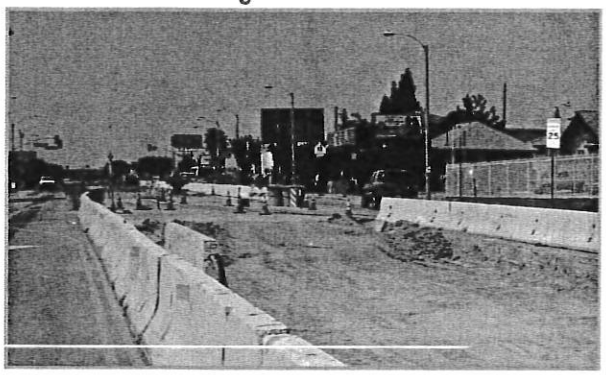
cause significant problems during construction if not addressed during the design phase. Our base plan preparation efforts, which include field walks before the preliminary and final plan submittal phases, will minimize potential for oversight in this area. Any potential conflicts will be identified upfront and discussed with City staff for timely resolution.

Existing Landscaping



Existing landscaping along Central Avenue will need to be evaluated and addressed to eliminate sidewalk panel uplifting conditions caused by major tree roots. In addition, sustainable and aesthetically pleasing landscaping that fits within the City's preferred corridor cross section for Central Avenue will be developed to provide the City of Compton with a corridor that meets current trends with complete and green street amenities.

Traffic Control During Construction



Commuter, commercial and truck traffic volumes along Central Avenue will require providing adequate traffic control during construction via alternative roadway facilities, such as parallel streets with adequate capacity to handle a portion of displaced traffic during construction.

Responsiveness

The City's workload and schedule will require immediate responsiveness by JMD to ensure that the project schedule is maintained. JMD will provide such responsiveness by providing a Project Manager who understands the critical path in the roadway design process and has the working relationships with the key decision makers at the City, County, Caltrans and LACMTA to streamline project development activities.

JMD believes that the success of this project will depend upon adequately addressing these key issues during preparation of the preliminary and final submittal package.

Approach

JMD's approach is to be ***Service-Oriented*** and keep the City informed throughout the project. We will meet with City staff first to verify the City's expectations for the project and our proposed scope, schedule and process.

Design of transportation improvements on existing facilities in typically highly urban setting presents some unique issues and requires experienced design techniques. Such issues may include:

- Utility location/relocation
- Existing conditions and compliance with current standards (Knowing when to upgrade existing facilities to current design standards and that impact on the project schedule and costs)
- Construction staging and traffic control

Based on our past experience, we understand the complexity of retrofitting existing transportation facilities while maintaining basic services, traffic flow and minimizing impacts to roadway improvement projects.

Once we are issued a Notice to Proceed for each phase, we will begin three initial tasks including: 1) collection of existing conditions via field reviews and photo logging of existing conditions; 2) letters of notification will be sent to impacted utility owners requesting verification of existing facilities and proposed improvements; 3) preparation of a preliminary base map which will be utilized to develop and validate an understanding of the conceptual plans and for use as the base plan sheets are developed for plan preparation. JMD will present the base map to the City during a brief job walk to identify existing constraints and define or adjust the proposed improvements. The purpose of this jobwalk will be to make adjustments in the phasing and to verify and finalize the specific improvements to be designed based on the availability of project funding.

JMD will utilize existing information available from previous plans, studies, reports, investigations and analyses as a basis to begin any design work. This

information will be augmented and updated, where required. Because they are typically on a project schedule's critical path and may require substantial lead time, the following tasks will begin immediately upon receipt of Notice to Proceed:

- Research and Data Collection
- Utility Identification and Coordination
- Identification of Right-of-Way Requirements

The first step in the design analysis process will be to review and develop conceptual alternatives for the roadway improvements based on preliminary review of issues that may create "fatal flaws" for the project. Those elements to be considered will include:

- Environmental Issues (Hazardous Materials)
- Traffic Requirements (Existing and Future)
- Utility Impacts
- Right-of-Way Impacts
- Project Costs
- Access to Adjacent Properties
- Economic Impacts to Adjacent Businesses

After completion of this initial step, the City will review the conceptual alternatives, the impacts and costs of each alternative and make a decision on which alternative is the most feasible and should be carried to the next step in the project development process.

The PSRE study will be the initial engineering document that provides the transition between the conceptual plan and the proposed project. At the pre-feasibility study meeting, the engineering specifics of the design scope will be discussed. These will include the major features of work associated with the project such as alternatives that substantially lessen or avoid environmental impacts, number of lanes (current and future) and right-of-way requirements.

Additional items that need to be considered are pavement in need of rehabilitation, deteriorated or inadequate drainage systems, impacts to both existing and future utilities, and cost.

JMD proposes to develop 1:50 scale imperial base sheets using the City provided mapping and scaled, low-level black and white aerial photographs, supplemented by limited field survey and field site visits, as-built plans and other existing information that is available from previous studies and investigations in the area as a basis to begin our feasibility study work. Black and white electronic photographs will be used to augment the feasibility study by providing a pictorial background for meeting and presentation exhibits. All study work and deliverables will be completed using imperial (i.e., English) units.

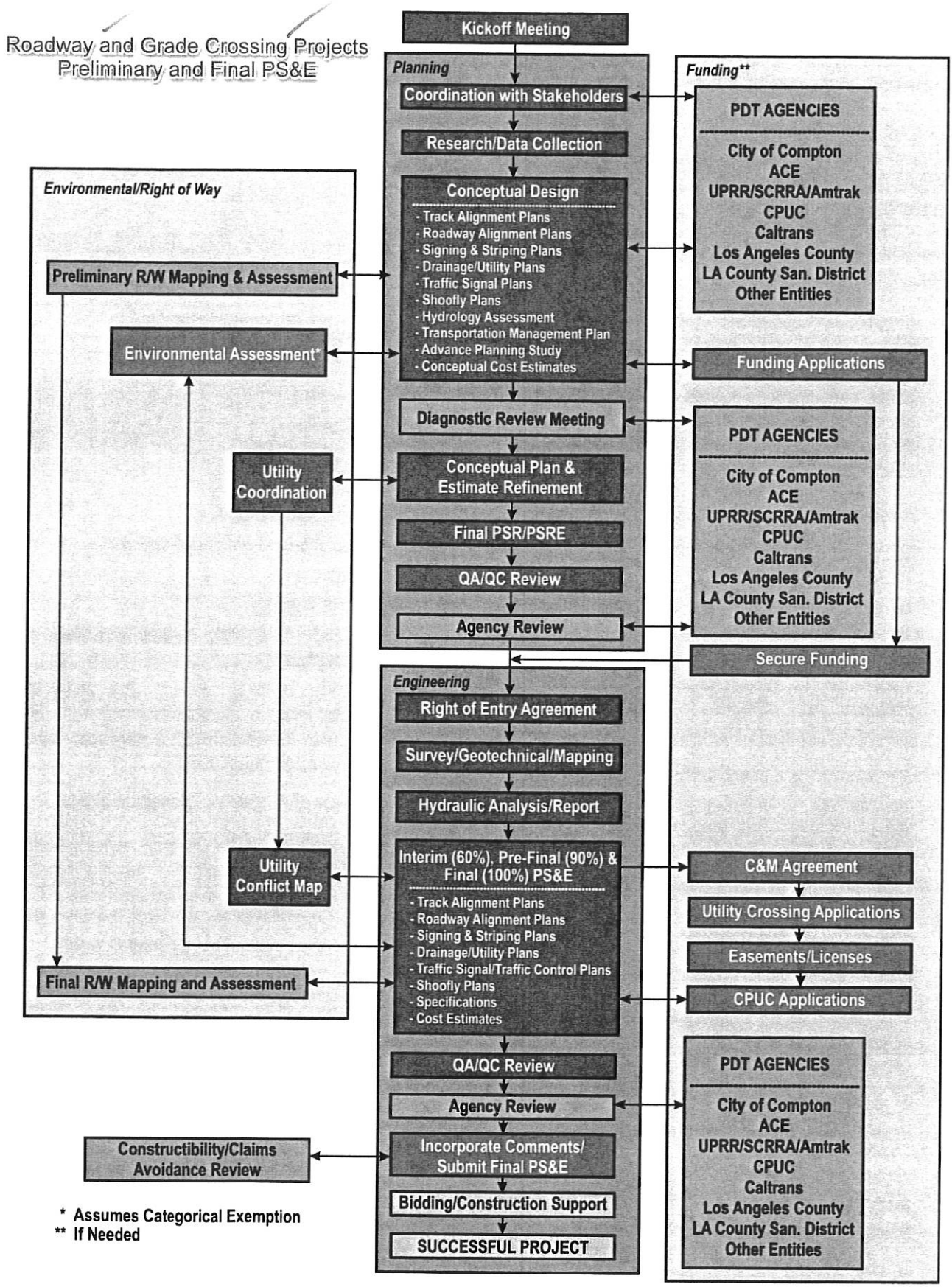
After review comments are incorporated for the Draft Project Study Report Equivalent (PSRE), we will finalize the PSRE, secure City staff and agency approvals, present the study to City Council and assist the City in public meetings with the community. After the public presentations and the incorporation of any necessary revisions, copies of the Final PSRE will be submitted along with the original.

After approval of the base mapping, conceptual/preliminary plan sheets and PSRE by the City, JMD can proceed, following the City's scoping and direction, with preparation of the final improvement plans for each respective phase when authorized to proceed by the City. Plans can be prepared to include title sheet, typical sections and details, roadway, grade crossing, drainage (i.e. catch basin), signing and striping, traffic signal modifications, traffic control, and storm water pollution protection plans, as appropriate. JMD can prepare the bid item list and opinion of probable construction cost. JMD can process the submittal packages with the City and other entities involved for approval.

JMD will meet with City staff responsible for review of design elements of the 35% plans as we are working on them. Draft copies of this work will be submitted for significant work items before the milestone submittal date with follow-up meeting to solicit input. This early coordination gives us a clear understanding of what the reviewers expect while giving the reviewers a preview of what will be submitted before the actual submittal is made.

We believe that the success of any project will depend on adequately addressing key issues during the project development process and preparation of the preliminary and final plans, specifications and estimates package. Once the preliminary phase work tasks have been completed, reviewed and approved by the City, JMD will incorporate comments and begin work on the final design phase, which includes the preparation of final plans, specifications and estimate utilizing City-provided boiler plates.

All plans will be delivered to the City in CAD (i.e. AutoCad or MicroStation) format along with a CD for future use by the City. Phase 2 activities including plans, specifications, bid items and construction cost estimates will be prepared using electronic word processing (MS Word) and spreadsheet (MS Excel) formats.


Roadway and Grade Crossing Projects
Preliminary and Final PS&E
Kickoff Meeting
Planning
Coordination with Stakeholders
Research/Data Collection
Conceptual Design
- Track Alignment Plans
- Roadway Alignment Plans
- Signing & Striping Plans
- Drainage/Utility Plans
- Traffic Signal Plans
- Shoofly Plans
- Hydrology Assessment
- Transportation Management Plan
- Advance Planning Study
- Conceptual Cost Estimates
Diagnostic Review Meeting
Conceptual Plan & Estimate Refinement
Final PSR/PSRE
QA/QC Review
Agency Review
Funding**
PDT AGENCIES
City of Compton
ACE
UPRR/SCRRA/Amtrak
CPUC
Caltrans
Los Angeles County
LA County San. District
Other Entities
Funding Applications
PDT AGENCIES
City of Compton
ACE
UPRR/SCRRA/Amtrak
CPUC
Caltrans
Los Angeles County
LA County San. District
Other Entities
Secure Funding
Environmental/Right of Way
Preliminary R/W Mapping & Assessment
Environmental Assessment*
Utility Coordination
Utility Conflict Map
Final R/W Mapping and Assessment
Engineering
Right of Entry Agreement
Survey/Geotechnical/Mapping
Hydraulic Analysis/Report
Interim (60%), Pre-Final (90%) & Final (100%) PS&E
- Track Alignment Plans
- Roadway Alignment Plans
- Signing & Striping Plans
- Drainage/Utility Plans
- Traffic Signal/Traffic Control Plans
- Shoofly Plans
- Specifications
- Cost Estimates
QA/QC Review
Agency Review
Incorporate Comments/ Submit Final PS&E
Bidding/Construction Support
SUCCESSFUL PROJECT
C&M Agreement
Utility Crossing Applications
Easements/Licenses
CPUC Applications
PDT AGENCIES
City of Compton
ACE
UPRR/SCRRA/Amtrak
CPUC
Caltrans
Los Angeles County
LA County San. District
Other Entities
Constructibility/Claims Avoidance Review
* Assumes Categorical Exemption
** If Needed

Scope of Work

Our approach to this effort begins with clearly defining the project requirements and addressing those of highest risk to the project first. Most roadway projects require careful coordination and negotiation with local agencies and communities. JMD staff has extensive experience and understand requirements by such entities with regards to roadway project development and funding.

The JMD Team's scope of work includes the following elements:

1. Community engagement – this process should be designed to allow the general public and a variety of stakeholders to contribute to the understanding of the transportation issues along the corridor, the planning process, provide input on design alternative, and seek consensus for the proposed alternate.

2. A revised car and truck traffic count, and speed study along the Central Ave corridor within the limits of the project.

3. An updated accident record along the corridor. The proposal shall include a detailed analysis of the accident reports and the preparation of a comprehensive report to address the issues pertinent to Central Ave and make recommendations for improvements.

4. A review of the corridor traffic flow, and the need for regional coordination for optimum signal synchronization. The proposal shall include a detailed analysis of traffic flow and recommend improvements.

5. A review of issues related to pedestrian and vehicular safety around schools, along with recommendations for improvements.

6. A review of issues related to air quality and the incorporation of bikeway improvements along the corridor.

7. A review of the corridor's compliance with ADA, and recommendations for compliance.

8. A review of the corridor's illumination levels and a preliminary review of improvements needed to bring compliance with IES standards.

9. A review of the transit routes within the corridor, and recommendations for improvements.

10. A review of the pavement condition on the corridor based on the pavement condition index performed by the City in the summer of 2014 (See Attachment B) and the consultant's own review and field observations of the pavement condition.

11. A review of potential water usage issues in the raised median landscaping and recommendations for NPDES BMP's to be incorporated in on-going maintenance programs.

12. Preparation of Base Plans depicting features of the existing Corridor right of way including but not limited to:

    - Pavement
    - Right of way lines
    - Driveways
    - Sidewalks
    - Bicycle facilities
    - Transit elements
    - Traffic signal locations
    - Pedestrian crossings and signals
    - Trees
    - Traffic signage
    - Location of existing utilities (overhead and underground)
    - Existing building, parking lots and other similar improvements located within the right of way which might potentially impact proposed improvements.

13. Preparation of Alternative Conceptual Plans

    The City anticipates that the improvements will be completed using a variety of funding sources. Since possible utilization of federal funds will be likely, the plans and design must be consistent with the requirement of use of federal funds.

    Consultant shall prepare Three (3) Alternative Conceptual Plan options for the Corridor improvements. Conceptual plan alternatives are to be formulated by the consultant and agreed to for analysis by the City. Cost estimates shall be provided for each alternative plan.

14. Development of Conceptual Design Plan and Final Study Report

    Conceptual Design shall be undertaken for the selected alternative. The Plans shall

- demonstrate engineering feasibility of the proposed alternative,

- identify any anticipated needs to acquire additional right of way to implement the plan,
- identify and public infrastructure that will need to relocate or modified in the are of the project,
- identify and significant impacts on parcel that will be impacted by the project,
- provide additional information needed to prepare a more accurate estimate of probable cost to enable accurate projections of capital improvements needed in the corridor.

The Transportation Study/PSRE shall be prepared to reflect the results of the work undertaken in preparation of the Plan with emphasis on discussion of the preferred alternative. This Study along with the Conceptual Engineering Design Plan will serve as a tool to guide capital planning and fund seeking for future improvements in the Corridor. The Report shall also include challenges to implantation of the preferred alternative.

Phase 0 – Project Initiation

Task 1 – Project Administration, Coordination and Meetings

JMD will manage this phase of the project with responsibility for the overall work effort. This task includes project management and administration; meetings; quality control/quality assurance; agency, subconsultant and utility coordination; securing agency encroachment permits for entry by JMD and our subconsultants; scheduling; budgeting; progress reporting; and invoicing.

JMD will coordinate project efforts with City, Caltrans, County and LACMTA to discuss roadway design and funding issues, as appropriate. JMD's Caltrans and Metro Liaison, LRS, will provide strategic advice in the development of project scope, concept alternatives, and delivery approaches that will best position the project for funding and streamlined implementation. JMD/LRS will review pertinent technical documents and participate in project team meetings. JMD will attend up to six (6) project coordination meetings with City staff and possibly City Council.

Deliverable(s): Project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices.

Task 2 – Research and Data Collection

JMD will gather available design plans, as-built plans, and topographic mapping from the City to establish base mapping for the proposed design.

Existing reports, studies, proposed and "as-built" plans, mapping or other information will be obtained from the City, County, Caltrans and reviewed by JMD. Data to be obtained and reviewed includes:

- Available mapping and design information from the City and County for adjacent street improvement projects or developers who may be planning or currently working on development projects in the vicinity
- Available hazardous material/waste information
- Available preliminary materials (geotechnical) information
- Available environmental resources inventory and issues
- Available traffic data (existing and forecasted traffic, level of service, capacity adequacy, operational analysis, etc.)
- Available right-of-way and utility plans
- Available local planning (land use) and appraisal information

All available digital files including mapping and survey pertaining to the existing and currently proposed improvements will be provided to JMD by the City. A field review will be performed to confirm existing topographic features relevant to the proposed improvements.

Deliverables(s): Copies of available project data, hardcopy and electronic format.

Task 3 - Surveying and Right of Way Engineering

JMD's survey subconsultant, Coast Surveying, Inc. (CSI), will perform the following:

- Survey research.
- Tie project into horizontal and vertical control.
- Provide aerial mapping at 1"=40', one foot contours intervals and 200' wide.
- Tie in select centerline monuments and compute right of way lines.

Deliverable(s): Digital topographic map including right of way boundaries.

Phase 1 – Project Study Report Equivalent

Task 4 - Field Review and Base Plans

JMD will conduct field reviews to confirm as-built plan information obtained in Task 2 to begin preparation of base plan information. JMD will specifically obtain/conduct the following:

- Existing City provided survey and mapping - will be used for development of the conceptual alternatives and horizontal and vertical alignment for the feasibility layout sheets. Some limited field survey work will be required to verify top of rail elevations, power line sag elevations and flow line elevations at significant drainage facilities or to secure information that may not show on the aerial photograph due to overhanging trees and underbrush.
- City provided electronic black and white photographs (Ortho Photos) - will be used to match existing improvements and show proposed improvements over existing conditions for the feasibility study and used as exhibits at meetings and workshops.
- Minimum field control will be established using local City and County control monumentation for the scaled aerial photographs.
- Field verification – will perform a field job walk after the base sheets are developed to review existing field conditions and determine where additional information or field data may be required to provide adequate information to complete the conceptual alternatives and to confirm the location and type of utilities and other improvements.

Deliverable(s): Base plans and exhibits for PSRE and display exhibits for meetings and workshops.

Task 5 - Geotechnical Review

JMD's geotechnical subconsultant, LaBelle Marvin (LMI), will perform a visual evaluation of the existing pavement conditions and provide a peer review of provided documents, provided by others, related to the general street improvements of Central Avenue. Such review will allow the JMD Team to estimate pavement conditions needs to be addressed and estimated in the PSRE document.

This task does not include the support services utilized for preliminary and design which incorporate field sampling, laboratory analysis and structural section design. Wherein conditions require further investigation and/or where conditions encountered warrant the next phase of analysis, the proposed work with the intended purpose to design pavement reinforcement alternatives and structural replacement sections will be discussed in a report included in this task in the future.

Deliverable(s): Reviews comments.

Task 6 – Traffic Forecasting, Analysis and Report

The following is a detailed approach and tasks that will be performed by JMD's traffic engineering staff to complete the analysis of traffic operations and prepare the traffic analysis report for the PSRE.

1. Obtain data defining existing conditions in the study area for key intersections, arterials and freeways, including information such as land use, number of lanes, intersection geometrics, City provided traffic volumes and turning movement counts, type of traffic control, speed and other traffic-related data. This collected data will be the basis for forming an "existing conditions" database. Traffic counts are not included in this proposal due to the understanding that the City will provide existing traffic volumes. Using the traffic information provided by the City, the following key intersections will be analyzed:
    1. Central Avenue at El Segundo Boulevard
    2. Central Avenue at Stockwell Street-Sam Littleton Street
    3. Central Avenue at Piru Street
    4. Central Avenue at Rosecrans Avenue
    5. Central Avenue at 148th Street
    6. Central Avenue at Compton Boulevard
    7. Central Avenue at 156th Street
    8. Central Avenue at Alondra Boulevard
    9. Central Avenue at Caldwell Street
    10. Central Avenue at Greenleaf Boulevard
    11. Central Avenue at Walnut Street
    12. Central Avenue at Artesia Boulevard
2. Using traffic forecast information provided by the City, JMD will conduct level of service (LOS) analysis for the following three years: 1) Current Year, 2) Implementation or Design Year, and 3) Target or Horizon Year. LOS analysis will be conducted at the intersections listed in item 1 above for peak hour conditions.
3. Conduct LOS analysis for the construction of the project.
4. Propose mitigation, if any, based on identified impacts for the preferred alternative and provide a conceptual plan to illustrate the mitigation recommended. Prepare a summary matrix showing traffic scenarios, mitigation and costs. Cost estimates of mitigation recommended will be included in the PSRE.

5. Conduct a concise speed zone study for Central Avenue based on accident history and traffic speeds reflecting the 85th percentile.

6. Prepare a brief written Traffic Analysis Report summarizing the overall project work, including complete documentation of analysis procedures and results and include it as an attachment to the PSRE.

Deliverable(s): Traffic Analysis Report.

Task 7 - Conceptual Alternative Plans/Typical Sections

Preliminary engineering design will focus on the physical characteristics of the project area and the engineering features and standards required to develop the project. Conceptual plans will be prepared for three roadway configuration alternatives using 1"=40' scale base mapping. Alternatives will be developed that will satisfy project goals, be cost effective and avoid or minimize environmental and right-of-way impacts. Proposed improvements for each alternative to be considered in the PSRE will be shown in City layout sheet format to include: toe of slopes, preliminary location of any walls, proposed drainage system modifications, and proposed lane widths and pavement widening. Typical sections will be prepared for the proposed improvements. Profiles will be prepared for alternative roadway alignments. Other information to be shown will include existing utilities and impacts to existing and proposed right-of-way. Plans will be prepared using AutoCad in Imperial units.

Permits - The only permits anticipated at this stage of the project will be the encroachment and rights-of-entry permits required by JMD and our subconsultants to perform surveys, site visits and site investigations on Central Avenue.

Design Standards - The basic design features that will be identified are:

- Lane width, shoulder width and bridge width
- Design speed
- Cross slope
- Grades
- Superelevation
- Stopping sight distance
- Horizontal and vertical alignment
- Horizontal and vertical clearance
- Intersection capacities
- High risk utility clearances

The following are anticipated conceptual plans to be prepared as part of this task:

- Roadway Plan and Profile
- Typical Sections and Details

As part of this phase, JMD's landscape architect subconsultant, MIG, will perform the following:

- Attend project kick off meeting with JMD and City staff.
- Collect pertinent data and project information from JMD regarding the medians for landscape replacement and enhancement.
- Participate in an on-site review to confirm and document existing street conditions and landscape conditions of medians and associated parcels that will be affected by the Central Avenue Street Corridor Improvement project.
- Based on the site review, JMD and City staff input and the information provided by the City, MIG will prepare three alternative Conceptual Landscape Plan designs for the medians and parcels affected by the proposed Corridor improvements.
- Assist JMD in presenting the three Conceptual Landscape Plan alternatives to City staff. The presentation would be made during one (1) meeting with all concerned parties. Review the preliminary opinion of probable costs.
- Participate in the presentation of the three Conceptual Landscape Plan alternatives at one (1) Community Meeting for review and input from interested citizens.
- Based on JMD, City staff, and community input, MIG will refine and prepare one preferred Conceptual Landscape Plan for the medians and parcels affected by the proposed Corridor improvements. MIG will provide a written description of the landscape improvements to be included in the Study Report. MIG will also review potential water usage issues in the raised median landscaping and make recommendations for NPDES BMP's to be incorporated in on-going maintenance programs.
- Participate in the presentation of the refined Conceptual Landscape Plan at one (1) Community Meeting for review and input from interested citizens. (Optional)

- Revise Refined Conceptual Landscape Plan based on City staff, community input and direction from JMD.

Deliverable(s):

- *Electronic file of three (3) Conceptual Landscape Plan Alternatives for JMD use*
- *Electronic copy of preliminary opinion of probable costs*
- *Electronic file of final Conceptual Landscape Plan*
- *Electronic copy of opinion of probable costs*
- *Written description of landscape improvements and water issues for Study Report in Word format.*

Task 8 - Utility Impacts/Coordination

JMD will review existing utility information available from the City and contact utility owners to determine major facilities located in the project area. This information will be shown on the conceptual plans in the PSRE and used to determine potential significant impacts to facilities and the cost estimates resulting from those impacts.

We will send copies of the conceptual plans showing known utilities to the utility owners requesting verification of existing facilities. The request for information will also include proposed future improvements planned by the utility owners in the project area. Information received from the utility owners will be used to update the utility sheets and cost estimate for utility relocations/adjustments included in the PSRE.

Task 9 – Right of Way (R/W) Identification/Impacts

JMD's subconsultant, Overland, Pacific & Cutler, Inc, (OPC) will complete one preliminary right of way cost estimate per alternative concept plan, sufficient for inclusion in a Project Study Report Equivalent (PSRE). Each alternative will include:

- Receive concept design plans and information regarding size and location of proposed right of way impacts, from design team.
- Review information for accuracy and clarity.
- Take an inventory of the affected properties.
- Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
- Visually inspect each property (aerial photography), noting the effects of proposed acquisitions.
- Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data sets from various real estate value databases.
- Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
- Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
- Provide QA/QC of final work product, submit to client and other Project Team members and respond to inquiries.

* The above scope of work and the attached fee proposal is based on the assumption that three (3) concept alternatives will be analyzed, and that the estimates are considered "high level" and will not require site inspections.

Existing right-of-way information, including parcel boundaries, will be obtained from record information at the City, County and SCRRA. As the proposed alternative layout sheets are refined to include the information required for the PSRE, the impacts to right-of-way will also be better defined. This updated information will be shown on the layout sheets and used to determine the preliminary right-of-way requirements for the underpass and overpass alternative alignments. Order of magnitude costs of potential right-of-way acquisitions, including construction easements and relocation costs, will be included in the cost estimate for each PSRE alternative.

Task 10 - Transportation Management Plan

JMD will review the impacts of each viable alternative (up to three) on traffic circulation and levels of service that can be expected on the local street system during construction of the project and determine the need for a Transportation Management Plan (TMP). Typically, projects of this nature to develop an arterial corridor can be staged so there are no extended closures of arterial streets. However, if a TMP is required, we will prepare a matrix of the long-term impacts to traffic circulation and levels of service for the preferred alternative and identify mitigation methods such as detours, use of Changeable Message Signs (CMS) and other traffic handling features, designation of alternate transit routes and implementation of a public information program to keep the traveling public advised of anticipated delays and critical dates and times to avoid the project site. The cost to implement a TMP, if required, will be included in the project cost estimate.

Task 11 - Environmental (Air Quality)

JMD's environmental subconsultant, Sirius Environmental (SE), will review potential issues associated with air quality, including the following tasks:

- From other tasks: identify the potential changes in 1) vehicle volumes, 2) vehicle speeds and 3) changes in distance to any adjacent sensitive receptors along the project route.
- Identify background air quality at nearest SCAQMD monitoring station.
- Discuss future reductions in air emissions from vehicle emissions controls.
- Discuss potential for a net increase in emissions along the roadway segment and any potential to violate state or federal standards.
- Discuss consistency with OPRs most recent GHG guidance.

This task does not include any actual air quality modeling.

Deliverable(s): Review Comments.

Task 12 - Cost Estimates

JMD will develop a preliminary opinion of probable construction cost, with appropriate contingencies, for each alternative by summarizing: 1) construction costs, 2) utility relocation/adjustment costs, 3) roadway related costs and 4) order of magnitude costs for potential right-of-way to include acquisition and relocation costs. The development of cost estimates requires consideration of the impacts of each alternative. Draft and final preliminary cost estimates will be prepared for the preferred alternative in accordance with City requirements.

Deliverable(s): Draft and Final Opinions of Probable Construction Cost.

Task 13 - Funding/Scheduling

JMD will identify potential local, state and Federal funding sources for the project and the amount available for allocation each fiscal year. The anticipated available funding allocation each fiscal year will be used to develop an overall project completion schedule, based on the preferred alternative presented in the PSRE.

Deliverable(s): Draft and Final Funding Plan and Schedule.

Task 14 - Prepare Draft Project Study Report Equivalent

Provide six (6) copies of the Draft PSRE along with copies of the preliminary plans and supporting attachments to the City for review and comment and for transmittal to the other impacted agencies for their review and comment.

Deliverable(s): Draft PSRE.

Task 15 - Incorporate Review Comments/Revise Report

JMD will review the Draft PSRE comments from the City and other impacted agencies and incorporate City approved changes and revisions into the Final PSRE.

Deliverable(s): Review Comments Table.

Task 16 - Present Final Report to City Council

JMD will present the findings of the Final PSRE and Landscape Plan alternatives to City Council during a regular meeting. JMD will attend the meeting and participate in the presentation, as needed by City staff.

In addition to providing bound copies of the Final Project Study Report Equivalent for the City Council Members and assisting City staff with preparation of the agenda item packet, we will also prepare 24" x 36" foam board mounted exhibits of key alternatives studied for display at the meeting.

Deliverable(s): Final PSRE Presentation.

Task 17 – Public Meetings/Outreach

JMD will attend three (3) public meetings to assist the City in presenting the proposed roadway alternatives for community review while garnering concerns and desires regarding issues along the corridor. JMD will be

available to prepare presentation materials such as conceptual alignment exhibits for the meetings.

Deliverable(s): Presentation material consisting of conceptual alignment exhibits.

Task 18 – Submit Final Project Study Report Equivalent

After incorporating any comments resulting from the City Council presentation, we will provide twelve (12) copies and one (1) reproducible master of the Final PSRE along with the preliminary plans and supporting attachments to the City.

Deliverable(s): Final PSRE Documents.

Task 19 – LACMTA "Call for Projects" Funding Application

JMD will assist the City with the preparation of a LACMTA "Call for Projects" funding application to be submitted for design and construction purposes.

Deliverable(s): Funding application

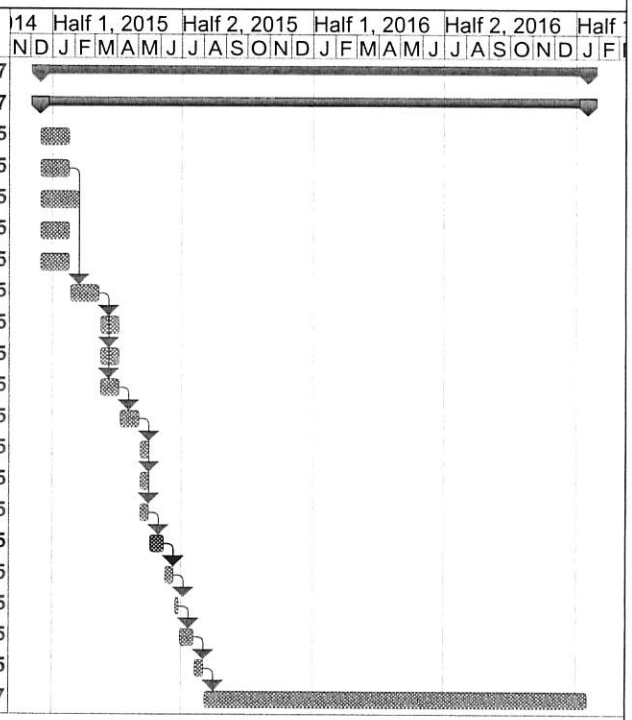
Summary of Deliverables

The JMD Team will provide the City with the following deliverables:

1. Community Engagement Plan including Stakeholder Database.
2. Materials prepared for a minimum of Three (3) Community Engagement Meetings including minutes and follow up actions, where applicable.
3. Content to be furnished for Plan website (assume 6 updates).
4. Progress reports prepared for meetings with the City (assume 3 meetings).
5. The Transportation Study will be prepared and structured similar to the Caltrans Project Study Report format. This report shall include the project review of the items as listed under Section B.
6. Base Plan depicting all existing Corridor improvements.
7. Conceptual plans of three (3) alternatives designs scenarios.
8. Estimates of probable cost for the three alternative designs.
9. Evaluation criteria tools use and the report for selection of the preferred alternative and rationale.
10. Conceptual design plans for the preferred alternative.
11. Final summary report including estimate of probable cost.
12. The proposal shall include detailed estimates for each area where improvements are proposed. Approximate quantity measurements shall be included for purposes of preparing accurate cost estimates to be incorporated in future funding applications.

Central Avenue
Transportation Study/Project Study Report Equivalent
City of Compton
October 22, 2014

ID	Task Name	Duration	Start	Finish
1	Task 1 - Project Administration, Coordination and Meetings	546 days	Mon 12/15/14	Mon 1/16/17
2	Project Study Report Equivalent	546 days	Mon 12/15/14	Mon 1/16/17
3	Task 2 - Research and Data Collection	30 days	Mon 12/15/14	Fri 1/23/15
4	Task 3 - Surveying and Right of Way Engineering	30 days	Mon 12/15/14	Fri 1/23/15
5	Task 4 - Field Review and Base Plans	40 days	Mon 12/15/14	Fri 2/6/15
6	Task 5 - Geotechnical Review	30 days	Mon 12/15/14	Fri 1/23/15
7	Task 6 - Traffic Forecasting, Analysis Report	30 days	Mon 12/15/14	Fri 1/23/15
8	Task 7 - Conceptual Alternative Plans/Typical Sections	30 days	Mon 1/26/15	Fri 3/6/15
9	Task 8 - Utility Impacts/Coordination	20 days	Mon 3/9/15	Fri 4/3/15
10	Task 9 - Right of Way Identification/Impacts	20 days	Mon 3/9/15	Fri 4/3/15
11	Task 10 - Transportation Management Plan	20 days	Mon 3/9/15	Fri 4/3/15
12	Task 11 - Environmental (Air Quality)	20 days	Mon 4/6/15	Fri 5/1/15
13	Task 12 - Cost Estimates	10 days	Mon 5/4/15	Fri 5/15/15
14	Task 13 - Funding/Scheduling	10 days	Mon 5/4/15	Fri 5/15/15
15	Task 14 - Draft Project Study Report Equivalent	10 days	Mon 5/4/15	Fri 5/15/15
16	**Agency Review**	**15 days**	**Mon 5/18/15**	**Fri 6/5/15**
17	Task 15 - Incorporate Review Comments/Revise Report	10 days	Mon 6/8/15	Fri 6/19/15
18	Task 16 - Present Final Report to City Council	5 days	Mon 6/22/15	Fri 6/26/15
19	Task 17 - Public Meetings	15 days	Mon 6/29/15	Fri 7/17/15
20	Task 18 - Submit Final Project Study Report Equivalent	10 days	Mon 7/20/15	Fri 7/31/15
21	Task 19 - LACMTA "Call for Projects" Funding Application	381 days	Mon 8/3/15	Mon 1/16/17



Project: Schedule1
Date: Wed 10/22/14

Task		Inactive Task		Manual Summary	
Split		Inactive Task		Start-only	
Milestone		Inactive Milestone		Finish-only	
Summary		Inactive Summary		Progress	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only			
External Milestone		Manual Summary Rollup			

#10.

#10.

#10.

#10.



JMD

PLANNING | ENGINEERING | MANAGEMENT

18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
T 626.820.1137 • F 626.820.1136
www.jmd[redacted]

Proposal to Provide

Central Avenue Street Corridor Transportation Study and Conceptual Design Plans

FEE PROPOSAL



October 22, 2014

Submitted to:

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Submitted by:

JMD
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363

JMD

Central Avenue Transportation Study/Project Study Report Equivalent, City of Compton [a-d]

October 22, 2014

Task (2014 Rates)[b]	Project Manager $170.00	QA/QC Manager $160.00	Sr. Civil Engineer $150.00	Sr. Traffic Engineer $125.00	Design Engineer $82.00	Graphics/ CAD Drafter $70.00	Intern/ Clerical $40.00	Total Hours	Other Direct Costs*	Total Cost	Comments
Phase 1 - Project Study Report Equivalent											
1. Project Administration, Coordination and Meetings (upto 6 meetings)	24		16				12	52	$ 5,600.00	$ 12,560.00	* LRS Program Delivery, Inc.
2. Research and Data Collection[c]	4		4		24	24	24	80	$ 1,000.00	$ 6,868.00	* Deliveries/Mileage/Reproduction
3. Surveying and Right of Way Engineering	2		2					4	$ 33,266.00	$ 33,906.00	* Survey by Coast Surveying, Inc. (CSI)
4. Field Review and Base Plans					24	24	24	72	$ -	$ 4,608.00	
5. Geotechnical Review	2		2					4	$ 8,880.00	$ 9,520.00	* Labelle Marvin
6. Traffic Forecasting, Analysis Report	8		24		36	40	60	168	$ 6,800.00	$ 19,912.00	* Traffic Counts (12-TMC+4 Class Counts)
7. Conceptual Alternative Plans/Typical Sections	20	4	24	24	40	60	40	212	$ 42,215.00	$ 61,935.00	* MIG, Inc. (MIG)
8. Utility Impacts/Coordination	12		8		16	8	16	60	$ -	$ 5,752.00	
9. Right of Way Identification/Impacts	12		8		16	8	16	60	$ 15,018.85	$ 20,770.85	* Overland, Pacific, & Cutler, Inc. and CSI
nsportation Management Plan	8		24		36	36		104		$ 10,432.00	
/ironmental (Air Quality)	2		2					4	$ 9,250.00	$ 9,890.00	* Sirius Environmental
st Estimates	12		16	16	16	16		76	$ -	$ 8,872.00	
nding/Scheduling	4		4			4		12		$ 1,560.00	
14. Draft Project Study Report Equivalent	12	4	16		24	24	12	92	$ 200.00	$ 9,408.00	* Deliveries/Mileage/Reproduction
15. Incorporate Review Comments/Revise Report	12		16		16	16	16	76	$ -	$ 7,512.00	* Deliveries/Mileage/Reproduction
16. Present Final Report to City Council (1 meeting)	6					6		12	$ -	$ 1,440.00	
17. Public Outreach/Meetings (upto 3 meetings)	16					16		32	$ 12,975.00	$ 16,815.00	* Deliveries/Mileage/Reproduction/MIG
18. Submit Final Project Study Report Equivalent	4	2			12	12	6	36	$ 420.00	$ 3,484.00	* Deliveries/Mileage/Reproduction
19. LACMTA Call for Projects Funding Application (One Application)	12				16	16	12	56	$ -	$ 4,952.00	
Subtotal										$ 250,216.85	
TOTAL ESTIMATED LABOR HOURS	**172**	**10**	**166**	**40**	**276**	**310**	**238**	**1212**	**$ 135,624.85**		
TOTAL ESTIMATED DESIGN COST										**$ 250,216.85**	

Assumptions:

[a] The above fee proposal is based on the assumptions outlined in the enclosed letter proposal. Additional support can be provided at the above rates.

[b] Rates are subject to an annual 5% increase on January 1

[c] City to provide available land use appraisal/cost data.

[d] Does not include documentation for Environmental Clearance.

p-041jmdcost.xls

Cost Summary

LRS Program Delivery, Inc.

Cost Proposal for Subconsultant Services to JMD
City of Compton
Central Avenue Street Corridor Transportation Study and Conceptual Design Plans

Date: 10/17/2014

		Raw Rate ($/hr)	86.54	62.50	43.27	19.23	
		Multiplier	2.50	2.50	2.50	2.50	
		Loaded Rate ($/hr)	216.35	156.25	108.17	48.08	
WBS	Task Description		Principle	Senior Developer	Developer	Coordinator	Task Total Hrs	Subtotal Dollars
1.	**Project Development**						70	10,144
1.10	Review Project Documents		8	8		8	24	3,365
1.20	Attend Project Meetings (8)		8			4	12	1,923
1.30	Coordinate with Regional, State, and Federal Agencies		8	8			16	2,981
1.40	Prepare Up to Three (3) White Paper Documents for Recommended Strategic Approaches		6			12	18	1,875
2.	**Community Engagement**						490	43,750
2.10	Stakeholder Research & Database Development		1	2	4	40	47	2,885
2.20	Community Engagement Plan		1	16	32	16	65	6,947
2.30	Web Content Development		1	24	24	24	73	7,716
2.40	Collateral Material Content Development		1	16	40	40	97	8,966
2.50	Conduct Up to Three (3) Team Planning Meetings		1	6	6	12	25	2,380
2.60	Coordinate Up to Five (5) Community Meeting Logistics			4		80	84	4,471
2.70	Conduct Up to Five (5) Community Engagement Meetings			20	20	20	60	6,250
2.80	Prepare Meeting Minutes			2	8	4	14	1,370
2.90	Prepare Community Engagement Summary Report		1	4	16	4	25	2,764
	Subtotal Estimated Labor Hours		**36**	**110**	**150**	**264**	**1,120**	
	Subtotal Estimated Labor Cost		**7,788**	**17,188**	**16,226**	**12,692**		**53,894**

Allowances	
Reproduction	2,500
Mileage	1,000
Meeting Room Rentals	3,000
Subtotal Allowances	**6,500**

Grand Total Project (rounded) $	**60,000**

#10.

COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780-6527 (714) 918-6266 FAX (714) 918-6277

P114-127

PROJECT : CENTRAL AVENUE
LOCATION : CITY OF COMPTON

FIRM : COAST SURVEYING, INC.
DATE : OCTOBER 17, 2014
PAGE : 1 OF 1

AERIAL MAPPING & R/W

SURVEY RESEARCH, TIE PROJECT INTO H&V CONTROL, AERIAL MAPPING AT 1"=40', ONE-FOOT CONTOUR INTERVALS & 200' WIDE, TIE IN SELECT CENTERLINE MONUMENTS & COMPUTE RIGHT OF WAY LINES. DELIVERABLE IS AUTOCAD DRAWING FILE.

DIRECT LABOR

NAME/FUNCTION	HOURS		HOURLY RATES		TOTALS
SURVEY MANAGER	4	@	$182.00	=	$728.00
PROJECT SURVEYOR	24	@	$155.00	=	$3,720.00
SURVEY ANALYST	24	@	$120.00	=	$2,880.00
CLERICAL & DELIVERY	0	@	$69.00	=	$0.00
2-PERSON SURVEY PARTY	60	@	$279.00	=	$16,740.00
3-PERSON SURVEY PARTY	0	@	$365.00	=	$0.00
TOTALS =	112				$24,068.00 = $24,068.00

OTHER COSTS

GPS RECEIVERS - 4 units for 4.0 days at $100/unit/day	$1,600.00	
AERIAL MAPPING: 1"=40',1' C.I.,200' wide, AutoCAD	$16,948.00	
AERIAL PHOTO TARGETS - 33 at $25.00 each	$550.00	
SURVEY RESEARCH	$100.00	
	$19,198.00 =	$19,198.00

TOTAL COST = **$43,266.00**

Sincerely,

Ruel del Castillo

Ruel del Castillo, PLS
President

• ANALYSIS
• DESIGN

LaBelle • Marvin

• SOILS, ASPHALT TECHNOLOGY

PROFESSIONAL PAVEMENT ENGINEERING
A CALIFORNIA CORPORATION

October 17, 2014

Mr. Juan M. Diaz, MBA, PE
JM Diaz, Inc. (JMD)
18645 East Gale Avenue | Suite 212
City of Industry, CA 91748

Subject: **RFP Central Avenue Street Corridor Transportation Study and Conceptual Design Plans**

RE: **Request for Proposals: Task 10 | Pavement Consulting**

Dear Mr. Diaz:

The dynamics of pavement construction, management, maintenance and rehabilitation combines proven technologies, changes in materials and construction procedures and emerging technologies. These changes are combined with potential improvements in construction efficiencies, reuse of existing resources through recycling and sustainable design/construction practices and of course cost implications. LaBelle Marvin, Inc specializes in the technical aspects of pavement performance, evaluation and design and has been providing engineering services to various agencies and pavement owners throughout the southwestern US since 1969.

LaBelle-Marvin, Inc., (LMI) is pleased to present the following proposal in response to the City of Compton's request for pavement consulting services related to the PSRE of Central Avenue Street Corridor Transportation Study between Artesia Boulevard and El Segundo Boulevard.

The scope of our initial pavement engineering services, proposed herein, is to perform a visual evaluation of the existing pavement conditions and provide a peer review of provided documents, provided by others, related to the general street improvement of Central Avenue. This work does not include at this time the support services utilized for design which incorporate field sampling, laboratory analysis and structural section design. Wherein conditions require further investigation and/or where conditions encountered warrant the next phase of analysis, the proposed work with the intended purpose to design pavement reinforcement alternatives and structural replacement sections will be discussed in this proposed report.

A suggested budget amount for the visual evaluation and peer review report is $8,880.00. Actual services shall be billed on a time and material basis and billed in accordance to our schedule of fees.

Principal Engineer:	32 hrs. @ $225	$7200
Project Engineer:	8 hrs. @ $175	$1400
Office Support:	4 hrs. @ $70	$280

2700 S. GRAND AVENUE • SANTA ANA, CA 92705-5404 • (714) 546-3468 • FAX (714) 546-5841
INFO@LABELLEMARVIN.COM

Any permits, licenses, and/or insurance beyond our standard coverage shall be provided by the association / client. Meetings and/or additional services requested will be provided upon request and approval and billed for in accordance with our current Schedule of Fees.

Sincerely,

Griffin R. Marvin
Director of Operations

cost of service

City of Compton

Central Avenue Street Corridor Transportation Study and Conceptual Design Plans

		Principal in Charge Steve Lang		Project Manager Oscar Johnson		Landscape Architect Darren Rector		Project Associate		MIG Administrative Support		MIG			TOTAL Labor, & Direct Costs
		Hours	$175	Hours	$160	Hours	$145	Hours	$90	Hours	$75	Total Labor	Direct Costs	Hours	
I	**Site Review/Conceptual Landscape Plans**														
1	Prep & Kick Off Meeting	4	$700	6	$960		$0		$0		$0	$1,660	$100	10	$1,760
2	On-Site Review	4	$700	6	$960	4	$580	4	$360		$0	$2,600	$100	18	$2,700
3	*Participate in Community Meeting for public input (Optional)*		$0		$0				$0			$0		0	$0
4	Prepare three conceptual landscape plan alternatives	6	$1,050	9	$1,440	18	$2,610	70	$6,300	2	$150	$11,550		105	$11,550
5	Prepare an opinion of probable costs for each concept	3	$525	9	$1,440	4	$580	18	$1,620	8	$600	$4,765		42	$4,765
6	Review with City staff		$0	3	$480		$0		$0		$0	$480	$100	3	$580
7	*Participate in Commuity Meeting to review 3 conceptual plans (Optional)*		$0		$0		$0		$0		$0	$0		0	$0
8	Prepare preferred landscape plan and written narrative	4	$700	24	$3,840	8	$1,160	45	$4,050	8	$600	$10,350		89	$10,350
9	Prepare an opinion of probable costs for the preferred conceptual landcape plan	1	$175	4	$640		$0	18	$1,620	4	$300	$2,735		27	$2,735
10	*Participate in Communtiy Meeting to present preferred conceptual plan (Optional)*		$0		$0		$0		$0		$0	$0		0	$0
11	Revise refined conceptual landscape plan	2	$350	4	$640	4	$580	40	$3,600	4	$300	$5,470		54	$5,470
12	Participate in City Council presentation	3	$525	6	$960		$0	8	$720		$0	$2,205	$100	17	$2,305
	Subtotal	**27**	**$4,725**	**71**	**$11,360**	**38**	**$5,510**	**203**	**$18,270**	**26**	**$1,950**	**$41,815**	**$400**	**365**	**$ 42,215**
Grand Total															**$42,215**
	Optional Tasks														
A	*Tasks 3, 7 & 10 Community Meetings (3)*	9	$1,575	24	$3,840		$0	18	$1,620		$0	$7,035	$750	51	**$7,785**

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMDIAZ, INC.

This **AGREEMENT** is entered 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 **JMDIAZ, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 18645 East Gale Avenue, Suite 212, City of Industry, California 91748.

RECITALS:

WHEREAS, the City desires to prepare a Transportation Study/PSRE and Conceptual Design Plans and seek local, State and Federal transportation funds for the improvement of Central Avenue Corridor between Artesia Boulevard and El Segundo Boulevard; and

WHEREAS, the Transportation Study/PSRE and Conceptual Plans will allow the City to evaluate transportation needs in this key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to perform the transportation study and develop the conceptual design plans for the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of December 2014, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (JMDiaz, Inc.) to provide the services needed for completion of this phase of the project; and

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

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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 be responsible for providing professional engineering services relative to performing the transportation study and developing the conceptual design plans for the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase O: Project Initiation

- Task 1 – Project Administration, Coordination and Meetings (Deliverable: Project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices).

- Task 2 – Research and Data Collection (Deliverables: Copies of available project data, hardcopy and electronic format).

- Task 3 – Surveying and Right of Way engineering (Deliverables: Digital topographic map including right of way lines).

Phase I: Project Study Report Equivalent

- Task 4 – Field Review and Base Plans (Deliverables: Base plans and exhibits for PSRE and display exhibits for meetings and workshops).

- Task 5 – Geotechnical Review (Deliverables: Review comments).

- Task 6 – Traffic Forecasting, Analysis and Report (Deliverables: Traffic Analysis Report).

- Task 7 – Conceptual Alternative Plans/Typical Sections (Deliverables: Electronic file of three (3) Conceptual Landscape Plan Alternatives for JMD use; Electronic copy of preliminary opinion of probable costs; Electronic file of final Conceptual Landscape Plan; electronic copy of opinion of probable costs; Written description of landscape improvements and water issues for Study Report in Word format).

- Task 8 – Utility Impacts/Coordination

- Task 9 – Right of Way (R/W) Identification/Impacts

- Task 10 – Transportation Management Plan

- Task 11 – Environmental (Air Quality) (Deliverables: Review Comments).

- Task 12 – Cost Estimates (Deliverables: Draft and Final Opinions of Probable Construction Cost).

- Task 13 – Funding/Scheduling (Deliverables: Draft Final Funding Plan and Schedule).

- Task 14 – Prepare Draft Project Study Report (Deliverables: Draft PSRE)

- Task 15 – Incorporate Review Comments/Revise (Deliverables: Review Comments Table).

- Task 16 – Present Final Report to City Council (Deliverables: Final PSRE Presentation).

- Task 17 – Public Meetings/Outreach (Deliverables: Presentation material consisting of conceptual alignment exhibits).

- Task 18 – Submit Final Project Study Report (Deliverables: Final PSRE Documents).

- Task 19 – LACMTA "Call for Projects" Funding Application (Deliverables: Funding application).

As more fully described in Consultant's **"Proposal to Provide Central Avenue Street Corridor Transportation Study and Conceptual Design Plans"** dated October 22, 2014, 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. Consultant agrees to perform all the said services and to the extent not furnished by the City, 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 performing services pursuant to provisions of this Agreement.

Juan M. Diaz, MBA, P.E., President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that the projects which Consultant shall be providing services will be completed by June 30, 2017.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal 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.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Fee Proposal - the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans"** dated October 22, 2014 and incorporated herein. 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**.**

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.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Two Hundred Fifty Thousand Two Hundred Sixteen Dollars and Eighty-Five Cents ($250,216.85).**

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(s) 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-designated 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. 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. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. 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 ten (10) 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.

17. 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 than lockout by Consultant), 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 Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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.

Juan M. Diaz, MBA, P.E., President **JMDiaz, Inc.**	**(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:	**JMDiaz, Inc.** **18645 East Gale Avenue, Suite 212** **City of Industry, California 91748-1363** **Attn: Juan M. Diaz, P.E., President** **(626) 820-1137** **(626) 820-1136 – fax.**
TO CITY:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-5505** **(310) 605-6326 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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.

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.

JMDIAZ, INC./CONSULTANT

Dated: _____ **By _____**
Juan M. Diaz, MBA, P.E., President

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By _____**
Johnny Ford, City Manager

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 A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JMDIAZ, INC. FOR THE CENTRAL AVENUE STREET CORRIDOR TRANSPORTATION STUDY AND CONCEPTUAL DESIGN PLANS AND ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $250,216.85**

Glen Kau	**12/3/2014 7:07:38 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**12/11/2014 2:27:34 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**12/10/2014 4:01:42 PM**
CITY CONTROLLER	DATE
Johnny Ford	**12/9/2014 3:49:41 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 16, 2014

TO: **MAYOR AND CITY COUNCIL**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF IMS CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CBDG #13-02) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT**

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to enter into a professional service agreement with IMS Consultants for construction management and inspection services for the Street Rehabilitation Project (CDBG #13-02) and authorize the issuance of a purchase order in the amount of $119,960.

BACKGROUND

On October 22, 2014, the Public Works/Municipal Utilities Department advertised the construction of the Street Rehabilitation Project CDBG #13-02. The project consist of installing hot asphalt concrete mix on existing pavement; remove and replace failed asphalt concrete areas, install ADA compliant curb ramps, curb, gutter and sidewalk improvements, driveway improvements, traffic loop replacement, street sign replacement and other minor associated work.

On December 16, 2014, City Council will consider taking action that will award the construction contract for this Project. A part of the project is to retain the services of a qualified construction management firm to perform construction management and inspection services for the Project.

STATEMENT OF ISSUE

On October 14, 2014, staff advertised to solicit proposals for construction management and inspection services for the Street Rehabilitation Project from qualified firms. On November 20, 2014, a total of nine (9) proposals were received and the top three firms were ranked as follows:

Rank	Construction Management Firm	Location
1	IMS Consultants	Cerritos, CA
2	Interwest Consulting Group	Huntington Beach, CA
3	KOA Corporation	Gardena, CA

Construction management and inspection services for the Street Rehabilitation Project for the City that will include the following:

1. **Preconstruction Conference** – Outline project specifics. Inform contractor of project administration procedures.

2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.

4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

9. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

10. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

11. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

12. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

13. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

14. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

15. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

16. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.

17. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.

18. **Final Walkthrough** – Make final inspections, prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

19. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records.

Selection Process

In the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a separate sealed package. Therefore, as a result, the fee was not considered until after the selection of the three most qualified firms.

A consultant selection committee comprised of Public Works staff was appointed to review the proposals submitted by the three qualified firms. The committee reviewed the materials in the Proposals submitted by the consultants and ranked the most qualified proposals.

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection (QBS) is where selection is based on the most appropriate provider of the professional services; fee is not considered. Cost was not the basis for rating such consultants. Therefore, the fee was not considered until after the selection of the most qualified firm.

The evaluations used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work.

As a result, the proposal submitted by IMS Consultant in the amount of $119,960 was the best qualified firm to manage the Street Rehabilitation Project. IMS Consultant will provide the City with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar project for several Southern California cities.

In order to award the professional service agreement to IMS Consultant to provide construction management services to be performed on the Street Rehabilitation Project, City Council's authorization is necessary.

ALTERNATIVE

The City desires construction management services of the Street Rehabilitation Project. Therefore, no other alternative is being proposed.

FISCAL IMPACT

Funds in the amount of $119,960 are available in the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No. 1520-710-0MR-4269.

RECOMMENDATION

Staff recommends the City Council accepts the proposal submitted by IMS Consultants to provide construction management services for the Street Rehabilitation Project and authorize the City Manager to enter into a professional services agreement and issue a purchase order for $119,960.

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

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

GHD:GK:JS

Attachment: Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF IMS CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-02) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT

WHEREAS, on October 22, 2014, the Public Works/Municipal Utilities Department advertised the construction of the Street Rehabilitation Project CDBG #13-02; and

WHEREAS, the project consist of installing hot asphalt concrete mix on existing pavement; remove and replace failed asphalt concrete areas, install ADA compliant curb ramps, curb, gutter and sidewalk improvements, driveway improvements, traffic loop replacement, street sign replacement and other minor associated work; and

WHEREAS, on December 16, 2014, City Council will consider taking action that will award the construction contract for this Project and part of the project is to retain the services of a qualified construction management firm to perform construction management and inspection services for the project; and

WHEREAS, on October 14, 2014, staff advertised to solicit proposals for construction management and inspection services for the Street Rehabilitation Project from qualified firms; and

WHEREAS, on November 20, 2014, a total of nine (9) proposals were received and the top ranking and most qualified proposal was submitted by IMS Consultants in the amount of $119,960; and

WHEREAS, funds in the amount of $119,960 are available in the Public Works/Municipal Utilities Fiscal Year 2014-2015 budget in Account No. 1520-710-0MR-4269.

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

SECTION 1. That the proposal of IMS Consultants is hereby accepted.

SECTION 2. City Manager, upon approval of the City Attorney is authorized to enter into a professional services agreement with IMS Consultants for construction management and inspection services for the Street Rehabilitation Project (CDBG #13-02).

SECTION 3. That a purchase order in the amount of $119,960 is authorized to be issued to IMS Consultants for services performed for the Street Rehabilitation Project.

SECTION 4. That funds in the amount of $119,960 are available in the Public Works/Municipal Utilities Department's 2014-2015 fiscal year budget Account No. 1520-710-0MR-4269.

SECTION 5. 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 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 to 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: COUNCILMEMBERS–
NOES: COUNCILMEMBERS–
ABSTAIN: COUNCILMEMBERS–
ABSENT: COUNCILMEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

IMS Consultants
18502 Bainbrook Court, Cerritos CA 90703 T 562 677 5448

November 20, 2014

Glen W.C. Kau, PE
City of Compton Public Works/Municipal Utilities Director
205 South Willowbrook Avenue
Compton, CA 90220

Re: Proposal for City of Compton Street Rehabilitation Project • CDBG #13-02
Construction Management Services

Dear Mr. Kau:

IMS Consultants understands the significance of this project to the City and surrounding communities, and we appreciate the opportunity to provide you with this proposal. IMS Consultants has assembled a team that offers the City a proven track record with past successful transportation projects, as well as technical expertise for work similar in nature to this one.

Our approach to the project is straightforward: understand the work, assemble the proper team, and deliver another successful quality project for the City that achieves the schedule and budget goals. The IMS team offers the City the following benefits:

Comprehensive Project Understanding: The IMS team has reviewed the project area list, Special Provisions and Specifications and has also made a site visit to help us develop a comprehensive understanding of the scope of work and the needs of this project. We draw from our experience with similar local projects and Caltrans Rehabilitation projects in the same region. We have developed a practical and thorough approach to this project that will provide cost-efficient and effective construction support services in order to meet the project schedule and budget.

Similar Work Experience: The IMS team has completed many similar projects, including:

- Route 710 Long Life Rehabilitation Project, Caltrans District 7
- Wendy Drive Interchange, City of Thousand Oaks
- Pavement Rehabilitation Project, Seal Beach, CA,
- Katella Avenue Rehabilitation, City of Los Alamitos
- Roadway Rehabilitation/Slurry Seal for City of Yorba Linda
- Citywide Earthquake Retrofit, City of Santa Clarita

Recently, the City of La Mirada has awarded its Construction Management/Inspection contract to IMS Consultants for its infrastructure projects. It is a two-year contract with a one-year option to extend.

IMS brings unparalleled experience in roadway/highway construction projects. Our expertise is a perfect fit for this project

The Right Team: We have assembled a team that is experienced with the type of work required on this project and understands the way the City does business. There will be no learning curve and our team knows what it takes to be successful.

✓ Jay Shah, PE, is a seasoned project manager with multi skilled management and construction management experience. Mr. Shah has previous similar experience with projects for the Cities of Los Alamitos, Costa Mesa and Santa Clarita, as well as with Caltrans highway/bridge projects. Mr. Shah has supervised teams of Caltrans inspectors/REs and many field staff during his 28 years of local project experience. With his multi-skilled abilities, Mr. Shah's management skills provide a cost effective approach. Mr. Shah will serve as project manager, resident engineer, scheduler, and labor compliance lead. He will also provide inspection services if the need arises.

✓ Alfred Aguilera, a multi-skilled inspector/arborist with 45 years experience, brings considerable expertise in public works projects. He also brings considerable city/public works expertise to the City through his involvement on recently completed projects for the Cities of Torrance and Seal Beach as well as many others. Mr. Aguilera also has previous experience on a residential alley project for the City of Compton.

- ✓ Raul Eligio is a seasoned inspector with 17 years experience, primarily in highway, paving, slurry seal, and drainage. He also has considerable multi-skilled expertise in roadway, bridge and commercial projects, as well as CADD design.
- ✓ Roy Hensley, QSP/QSD, SWPPP Inspector brings SWPPP compliance/monitoring expertise along with all around multi-talented inspection experience. Mr. Hensley has completed similar projects in the local area and many projects for Caltrans and other cities.
- ✓ Geo Environmental (DBE) will provide material testing and geotechnical services for this project. Geo Environmental has experience on numerous local agency projects including projects with the City of Compton that include geotechnical investigation projects and pavement evaluations. GEO Environmental is a DBE firm and will provide DBE Goals/commitment for this project.
- ✓ All inspectors have more than five years of qualifying experience in public works/transportation projects. The inspectors have in-depth roadway rehabilitation project experience.

Cost-Effective Services: Project cost has become an essential element in recent times due to limitations in public funding. With this in mind, IMS has selected project personnel who are best qualified, local, multi-talented, and available for this project. We can include additional multi-skilled staff for various construction phases as needed. This approach to staffing has proven to be highly cost efficient, since the inspectors can provide services at lower rates than registered professionals. We are flexible and can provide more cost saving alternatives, if requested, during the cost negotiations process. IMS' goal and commitment is to provide construction management services at the most cost efficient level without compromising the quality of services.

"IMS clearly understands the construction business and the Caltrans requirements and culture. They have been advocates for the Caltrans' perspective with the contractor and regulatory agencies. I recommend Jay Shah and his team without reservation for similar construction projects."

Sheriff Botros
Senior Construction Engineer, Caltrans, District 7
Sherif_botros@dot.ca.gov
310-924-5666

Commitment: The IMS team is committed to the successful completion of this project. We have proven with our performance on various completed and ongoing projects that we will do what it takes to ensure project success and client satisfaction. We continuously seek ways to improve processes, increase productivity, and deliver a better project. IMS is proud of the projects it performs.

I will serve as the contact person during the period of the proposal evaluation. Please feel free to reach me via email at jshah@imscon.net or via cell phone at 562.677.5448

We welcome this opportunity to present our proposal, and our team looks forward with enthusiasm to assisting in the delivery of this vital project for the City of Compton.

Sincerely,

IMS Consultants

Jay Shah, PE
Project Manager/Vice President

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A Company Overview

Firm Introduction

IMS Consultants, a SBE/DBE firm, specializes exclusively in providing full-service construction management in transportation infrastructure projects and brings unparalleled and unmatched experience in public works, highway, roadway, and bridge construction management projects in southern California. Over the past four years, we have successfully managed the construction of over ten highway projects in California, with a combined estimated construction value in excess of $500 Million. Locally, the firm has earned a reputation for providing highly-trained staff that have experience providing construction management services in accordance with GreenBook, Caltrans and FHWA requirements for administration, inspection and engineering. IMS staff has full line Construction Management expertise such as Office Engineering, Field Inspection, CPM Scheduling, SWPPP Monitoring, Document Control and Claim Analysis.

IMS Consultants is thoroughly familiar with the challenges of working within live traffic in an urban environment. We will bring this experience, as well as the experience working with Cities, public works agencies, OCTA and Caltrans Districts 7 and 8, as well as complexities of coordinating with utility companies, to complete the Street Rehabilitation Project for the City on time and within budget.

Firm qualifications

Figure A-1 below lists a sampling of Slurry Seal projects that were performed by IMS Inspectors and Table A-2 below provides an overview of similar federally funded projects IMS has performed. Detailed project descriptions are provided on the following pages

Figure A-1 Street Rehabilitation Projects Performed by IMS Inspectors

Roadway Rehabilitation Project, Leisure World, Seal Beach, CA
Inspector: Alfred Aguilera
Public Works Director: Todd Garner
Project Duration: 2013-2014
Project Cost: $ 1,000,000

City of Fowler, Street Rehabilitation Projects
Inspector: Raul Erigio
Public Works Director: David Weisser
Project Duration: 2007-2011
Project Cost: $ various

Citywide Roadway Rehab & Slurry Project, City of Yorba Linda, CA
Inspector: Alfred Aguilera
RE: Freddy Castillo
Project Duration: 2011- 2012
Project Cost: $ 800,000

Route I-5, Valencia and Gorman, Roadway Rehabilitation and Expansion, Caltrans District 7.
Inspector: Moji Shahkarami
Gorman Project RE: Daniel Wadjaja
Valencia Project RE: Fred Tieu
Project Duration: 2013- ongoing
Project Costs:
Gorman Project--$ 100 M
Valencia Project- $ 15 M

Table A-2 Project Experience Summary

Project Name / Client	Key Elements						Scope of Work							
	Caltrans/FHWA Standards	GreenBook Standard	Roadway	Drainage/Utilities	Lighting/Signals	Urban Environment	Constructibility Review	Construction Management	Inspection and Engineering	Contract Administration	Scheduling/Claims	Public Outreach	Material Testing	Survey
Route 10 HOV Project in City of Baldwin Park, Caltrans District 7	●	●	●	●	●	●	●	●	●	●	●	●		●
Route 10/605 Connector- Design Build, Caltrans District 7	●	●	●	●	●	●	●	●	●	●	●	●		●
Carmenita Interchange, Caltrans District 7	●	●	●	●	●	●	●	●	●	●	●	●		●
Imperial Ave and Route 5 HOV Project, Caltrans District 7	●	●	●	●	●	●	●	●	●	●	●	●		●
Various Geotechnical Investigation Projects for the City of Compton		●											●	

Caltrans District 7- Route 710 Long Life Pavement Rehabilitation Project

Los Angeles, California

CLIENT

Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

REFERENCE

Wayne Liu, Senior Construction Engineer
562.756.9707, 562.860.3085
Pramod Kiranraj, Resident Engineer
562.577.0361

COST

$115 million



This is a Caltrans District 7 Project to perform construction administration, engineering and inspection support services for projects on the SR-710 corridor improvement project. It is a 9-mile section of the SR-710 freeway extended from the I-405 to Firestone Boulevard, through the limits of six cities within Los Angeles County. The project is to rehabilitate the existing freeway to long life pavement with improved structure sections, rubberized AC, modified barrier, on/off ramps improvements, drainage and electrical systems.



The IMS team served in various roles on this project. Mr. Shah was the Contract Manager, managing the project/contract management task. IMS also provided the inspector and assistant RE. In order to support the contract administrative efforts required for a project of this magnitude, IMS staff managed and administered all elements of the project. The experienced inspection personnel assigned to the project were responsible for both roadway and electrical inspection elements. In addition to the general monitoring of inspection, this assignment consisted of IMS staff covering extensive night work activities on SR-710 which required intimate knowledge of Caltrans traffic control requirements and the ability to work with the contractor to open the freeway in a timely manner. In order to ensure environmental and regulatory requirements, inspection staff provided continuous monitoring of SWPPP compliance. Both inspectors participated in Caltrans bi-weekly tailgate safety meetings and supported field efforts to monitor daily compliance with CalOSHA and Caltrans Standards to ensure both worker and public safety.

Caltrans District 7 On-Call Construction Engineering and Inspection

Los Angeles, California

Client

Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

Reference

Hassan Safari, Contract Manager
213.897.0333
Om Garg, Senior Construction Engineer
562.401.3333, Ext. 242
714.273.0402

Cost

$200 million



IMS staff served as contract manager, assistant resident engineer, office engineer and roadway inspector roles on various Caltrans District 7 Projects. The assigned personnel were responsible for construction contract administration, engineering and inspection and contract "close-out." The field assignments required the staff to cover much of the night work and required extensive knowledge of traffic control and the ability to work with the contractor to open the freeway in a timely manner. Under this contract, there were total of 12 construction projects involving over 30 miles of freeway. The types of work included gap gaded polymer asphalt repair and fog seal coat; SWPPP inspection; traffic control systems inspection and monitoring; pavement markers and striping installation; HOV roadway excavation; slab replacement and roadway grinding; drainage installation and catch basin construction; sound wall construction; and ramp widening.

Wendy Drive/Route 101 Interchange

Thousand Oaks, California

Client

City of Thousand Oaks
2100 E Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Reference

Tom Pizza - Engineering Division Manager
805.449.2430
Dan Lazo -Senior Civil Engineer
805.449.2443

Cost

$12 million



This project consisted of widening the Wendy Drive overcrossing structure to become a four-lane roadway with dual left turn lanes onto freeway ramps, right turn lanes and bicycle paths; AC paving on both State right-of-way (QC/QA) and City right-of-way; widening of the southbound freeway off-ramp including embankments; widening of the northbound freeway on-ramp including embankments; constructing concrete retaining walls; constructing intersection improvements at Academy Drive/Camino Dos Rios and Old Conejo Road; constructing traffic signals; constructing drainage systems and drainage structures, bio swales, and miscellaneous drainage facilities; constructing landscaping, including plant establishment; and relocating utilities, including piping to ground water treatment plant.

All work on this project was performed in strict conformance with the latest editions of the Caltrans Project Development and Procedures Manual, Highway Design Manual, Construction Manual, Standard Specifications, and, where appropriate, the Standard Specifications for Public Works Construction (GreenBook) and City of Thousand Oaks Specifications.

Route 10 HOV Project in Baldwin Park, Caltrans District 7 On-Call Construction Engineering and Inspection

Los Angeles County, California

Client

Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

Reference

Miguel Rodriguez
951.427.4221

Completion

Ongoing

Cost

$100 million +



IMS was retained by Caltrans District 7 (Contract No. 07A3263) as a subconsultant to provide construction engineering and inspection support services for projects on Route 10 in the eastern region of Los Angeles.

IMS is performing staff augmentation, providing assistant resident engineers, office engineers and CPM schedulers. The assigned personnel are responsible for construction contract administration, engineering and inspection, and contract "close-out." These assignments required IMS to cover much of the night work and required extensive knowledge of traffic control and the ability to work with the contractor to open the freeway in a timely manner.

The construction project involves over four miles of freeway. The types of work includes gap graded polymer asphalt repair and fog seal coat; SWPPP inspection; traffic control systems inspection and monitoring; pavement markers and striping installation; HOV roadway excavation; slab replacement and roadway grinding; drainage installation and catch basin construction; sound wall construction; and ramp widening.

Route 10/605 Connector Design-Build

Baldwin Park, California

Client

Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

Reference

Sherif Botros PE
Resident Engineer
310.924.5666

Completion

Fall 2015

Cost

$85 million



IMS was retained by Caltrans as a sub consultant to provide construction management services for this design-build project.

The project consists of the construction of a newly realigned connector with a new two-lanes going from South 605 to East 10. IMS is providing the office engineer, inspection services, SWPPP compliance and scheduling services. The City of Baldwin Park is involved in traffic control, utility relocations, and sound wall construction.

All work on this project is being performed in strict conformance with the latest editions of the Caltrans Project Development and Procedures Manual, Highway Design Manual, Construction Manual, Standard Specifications, and, where appropriate, the Standard Specifications for Public Works Construction (GreenBook) and City of Baldwin Park Specifications.

Route 5 HOV Corridor Projects - Carmenita Interchange and Imperial Highway HOV Project. Caltrans District 7 On-Call Construction Engineering and Inspection

Los Angeles County, California

Client

Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

Reference

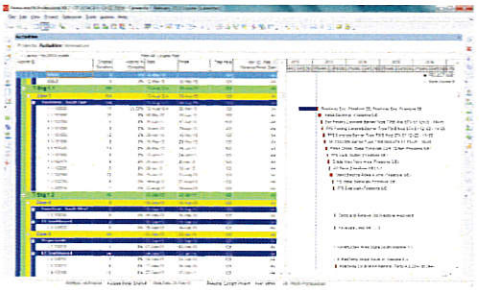
Issam Abumoher, Chief of Construction
714.452.4378

Completion

2016

Cost

$500 million



IMS has been retained by Caltrans District 7 (Contract No. 07A3263) to provide project management support and CPM scheduling services for projects

IMS is providing CPM scheduler and risk management/traffic management and support services to Caltrans.

Under this contract, there were a total of three bridges and 2.50 miles of HOV lanes to construct in the City of Santa Fe Springs and Norwalk. IMS staff provides community outreach meetings with the cities for traffic control, resident and business coordination.

Various Geotechnical Projects for the City of Compton

Compton, California

Firm

Geo-Environmental, Inc.

Client

JM Diaz
18645 East Gale avenue, Suite 212
City of Industry, CA 91748

Reference

Kamran Saber, PE
626.820.1137
ksaber@jmdiaz.com

Completion

2014







Geo-Environmental, Inc. (GEI) performed a geotechnical investigation at the subject streets in the City of Compton (City). The purpose of GEI's investigation was to determine the existing conditions of the subgrade soils to facilitate the improvements of the street segments, as well as to determine the thicknesses of existing asphalt concrete pavement (AC) and aggregate base (AB). Geotechnical recommendations were made for reconstruction of failed pavement areas, construction of AC base course, and resurfacing the streets.

The scope of GEI's work consisted of the following tasks:

- Drilling of soil borings at 29 locations to depths of approximately five (5) feet below the existing ground surfaces,
- Performance of laboratory testing on soil samples to evaluate pertinent engineering properties of the subgrade soils
- Performance of engineering analyses to develop conclusions and recommendations regarding the following
  - » Relative compaction of the subgrade soils,
  - » Compaction characteristics of the subgrade soils,
  - » Grain size distribution of the subgrade soils,
  - » Plasticity characteristics of the subgrade soils,
  - » Corrosion potential of the subgrade soils,
  - » Resistance Value (R-Value) of the subgrade soils, and
  - » Recommendations for pavement design.

The preparation of a report presenting the results of the investigation, conclusions, and recommendations for alternative methods of pavement rehabilitation.

Organization Chart

The IMS team has a proven track record of delivering similar projects on time and within budget for public agencies and a thorough understanding of the Caltrans process.

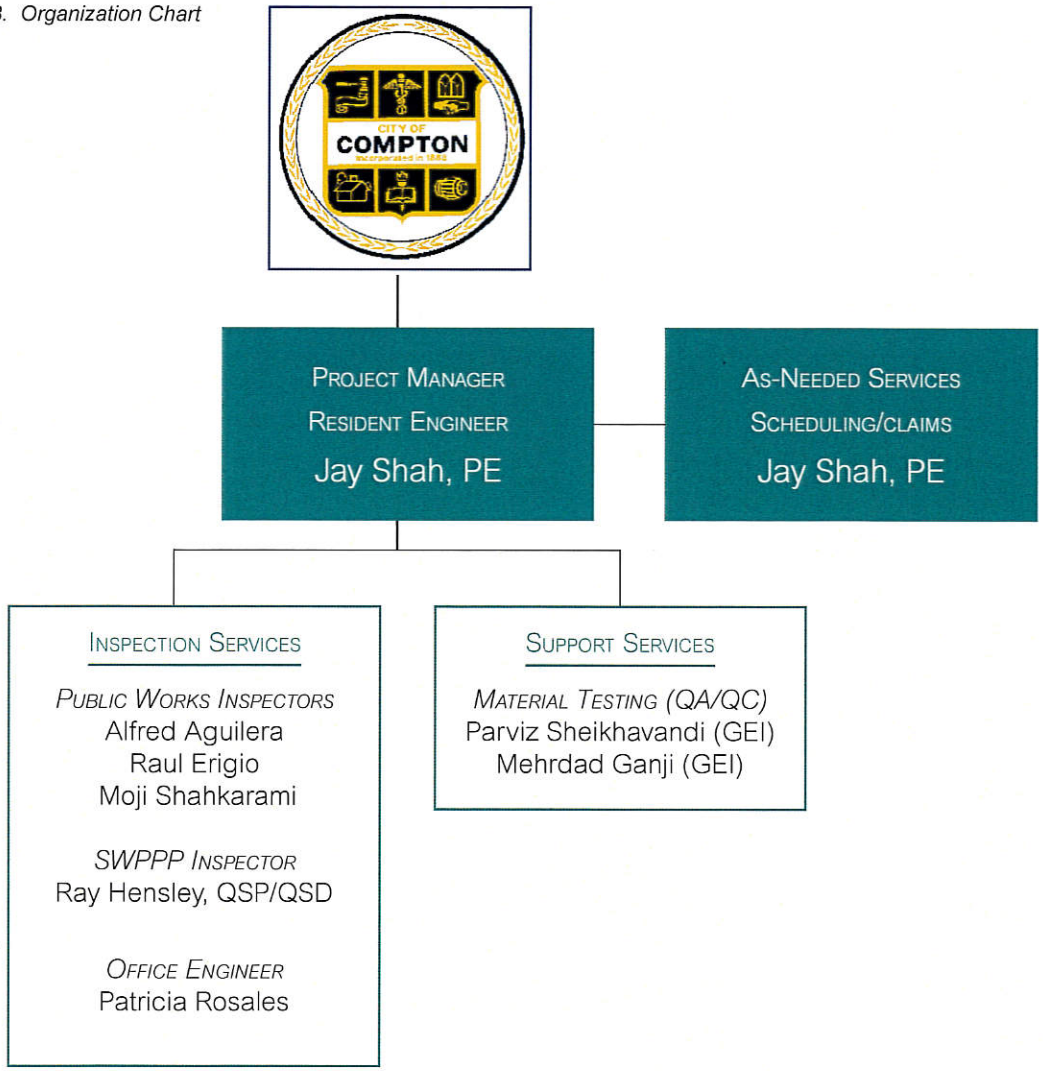
To achieve a successful project, IMS has formed a team of leading professionals who have performed construction management services for similar street resurfacing/ roadway rehabilitation projects for governmental agencies in the region. The organization chart (Figure A-3) below illustrates the personnel that we have assigned to support the Street Rehabilitation Project. The IMS team is organized to promote clear lines of communication and to meet the challenges of this project so that we can support the City of Compton by looking ahead to address key issues and mitigate unforeseen conditions.

Brief Introductions to our IMS Project Manager and Public Works Inspectors are located the following page, followed by an introduction to our subconsultant, Geo-Environmental, Inc.

Table A-4, shown on page 12 summarizes the education, professional credentials, and relevant experience, of the proposed personnel. The proposed staff are immediately available to begin work and are committed to fulfill their respective assignments for the full term of the project.

Our staffing plan is shown on page 13 and is followed by detailed resumes.

Figure A-3. Organization Chart



Project Manager/Resident Engineer

Our proposed project manager/resident engineer, Mr. Jay Shah, PE, has over 40 years of experience managing highway/roadway and public works projects for Caltrans District 7 and local municipals. Prior to joining IMS, Mr. Shah served as a Senior Project Manager at AECOM. Mr. Shah dedicated over 14 years of his career at Caltrans District 7 and has gained a wide variety of construction experience from field engineer to resident engineer to program/ contract manager. Mr. Shah has a strong background which encompasses all phases of construction, from start-up to close-out; and an in-depth understanding of Caltrans Local Assistance Program and public agencies' procedures and policies.

Mr. Shah will provide multi-tasking responsibilities for this project serving as Resident Engineer, CPM scheduler, Constructability Reviewer, Labor Compliance Officer and Office Engineer (if needed).

Inspectors

Alfred Aguilera

Mr. Aguilera offers over 45 years experience performing inspection for public works and Caltrans projects. His strong organizational skills, scheduling, documentation, and bookkeeping skills are complemented by his fluency and communication skills in both written and verbal Spanish and English. His experience includes roadway construction and rehabilitation, slurry seal, concrete curb and gutter, sidewalks, driveways, retaining walls, sound walls, traffic signals, earthwork and grading, water, sewer, force mains, landscape and irrigation, highway and bridge and residential/commercial developments projects.

Mr. Aguilera has previously worked on City of Compton project and he is 100% available for this project.

Raul Erigio

Mr. Erigio has 17 years of proven track record in public works construction for transportation and infrastructure projects. He has construction management experience on multiple projects for various government agencies such as Cities, Caltrans, County, Flood Control, etc. During the past 17 years, Mr. Erigio has worked on Public Works projects where he has gained knowledge of the Caltrans and GreenBook Specifications, Standard Plans, and Procedures. Mr. Erigio has worked on numerous Street Rehab & paving projects and has in-depth knowledge of AC, RMHA, Recycled AC & concrete.

Mr. Erigio is 100% available for this project.

Moji Shahkarami

Mr. Shahkarami has a proven track record in civil and structural engineering for transportation and infrastructure projects. He has construction management experience on multiple projects for various government agencies such as Caltrans, Metro, San Bernardino County and oversight work on many local cities. During the past 15 years, Mr. Shahkarami has worked on Caltrans and Public Works projects where he has gained knowledge of the Caltrans and GreenBook Specifications, Standard Plans, and Procedures. Mr. Shahkarami has worked on numerous Caltrans paving projects and has in-depth knowledge of AC, concrete and Slurry Seal.

Mr. Shahkarami is 100% available for this project.

The IMS team has worked together on similar projects and is a cohesive team with the understanding and common goals for a successful project

Subconsultant

IMS Consultants has an on-going commitment to advance small, disadvantaged, minority-owned, and women owned businesses. To that end, we have added Geo-Environmental the team. Geo Environmental, a DBE firm, has worked on projects with similar scopes of work; has established relationships with local stakeholders; and has a proven track record of delivering projects on time and within budget.

GEO-ENVIRONMENTAL, INC.
CALTRANS, AASHTO, & CITY OF LOS ANGELES CERTIFIED LABORATORY

Geo-Environmental Inc.(GEI), DBE
Material Testing

GEI is a DBE, SBE and MBE firm, founded in 1993. GEI provides a broad spectrum of geotechnical, geological, litigation support, earthquake and environmental engineering consulting, including soils and materials testing services for civil engineering projects during the planning, design, construction and maintenance phases. GEI's staff has intimate knowledge of the Caltrans/ GreenBook specifications. Their Caltrans certified soils laboratory is located in Irvine, California, less than 10 min from the project location. GEI has provided geotechnical engineering services on numerous municipal and public works projects for governmental agencies in the Los Angeles, Orange,Ventura, San Bernardino, Riverside and San Diego counties.

Table A-4. Summary of Team Experience

Firm	Name/Role	Education / Registration	Experience														
			Years	Public Works	Caltrans	Roadway/Highway Inspection	Slurry Seal Experience	Traffic Control	Contract Documentation	Estimate/ Review Submittals	Community Outreach	Safety + Labor Compliance	Electrical/Signal	Traffic Staging + Stage Construction	Material Testing	SWPPP	Project Experience
Key Personnel																	
IMS	**Jay Shah** Project Manager/ Resident Engineer/ Scheduler	BS/ PE	40	●	●	●	●	●	●	●	●	●	●	●	●	●	✓ Katella Ave Rehab; Santa Clarita Citywide Retrofit; SR55NB/ SR73SB Freeway Connector; ✓ Caltrans D7 and D8 Highway/ Roadway Construction Projects; ✓ Route 10 and 60 HOV; Route 5 South HOV
IMS	**Alfred Aguilera** Public Works Inspector	AA/-	45	●	●	●	●	●	●		●	●	●	●		●	✓ Residential Slurry Seal Project, City of Torrance, ✓ Citywide Roadway Rehab Project, City of Yorba Linda ✓ Leisure World Roadway Rehab Project, City of Seal Beach
IMS	**Raul Erigio** Public Works Inspector	AA/-	17	●	●	●	●	●	●		●	●	●	●		●	✓ Roadway Rehabilitation Projects for the City of Fowler ✓ Roadway Rehabilitation Project for the City of Parlier ✓ Street Reconstruction Project for the City of Chowchilla
IMS	**Moji Shahkarami** Public Works Inspector	BS/-	15	●	●	●		●	●		●	●	●	●		●	✓ Route 5 Roadway Rehabilitation Project @ Gorman ✓ Route 5 Roadway Rehabilitation Project at Valencia ✓ Route 33 Overlay Project at Ojai
GEI	**Parviz Sheikhavandi** Material Testing (QA)	BS/-	30	●	●	●		●				●			●		✓ SR-134 on- and off-ramps ✓ Main St/SR-91 IC ✓ S. Radial Rd and California Ave; ✓ Routes 241 and 133
Support Personnel																	
IMS	**Patricia Rosales** Office Engineer	BS, CM	6	●	●				●	●		●					✓ Port of LA- C Street IC ✓ Caltrans District 7- various projects
IMS	**Ray Hensley** SWPPP Inspector	QSP/ QSD	39	●	●	●						●	●			●	✓ Caltrans D 7 – various projects ✓ USAF-Banning-SWPPP Coordinator ✓ Turner Constr. Land Develop Projects
GEI	**Mehrdad Ganji** Material Testing (QA)	BS/-	10	●	●	●		●				●			●		✓ Roadway Construction and Rehab ✓ New Bridges; Mass Grading; Landfills

Staffing Plan

IMS Consultants' staffing plan for this project is to provide the most qualified team and ensure that all those named in this proposal will be available for the project if selected. It is our philosophy that the Project Manager is, and always will be, the most important professional on the project team. We believe that the Project Manager must be technically capable of performing most of the required tasks himself, in this way commanding the respect of all members on the team. He must also be capable of motivating others since many will be working under his direction. The Project Manager must also have the organizational skills to be able to address multiple issues at a given time and must have superior communication skills whether dealing with the client, the public, other stakeholders, and the various members of the project team. Our Proposed Project Manager/Resident Engineer, Jay Shah, PE brings similar experience to the City

The proposed inspectors are 100% available for this project. IMS has a deep pool of additional skilled inspectors and we can augment the staff if the project goes to multiple shifts/weekend shifts to accelerate the schedule. IMS is aware that minimizing the support (staff) cost for the project is important to complete the project under the programmed budget and we will offer a cost effective approach to the project. As an example, we have assigned the office engineering/labor compliance tasks to Patricia Rosales, engaging her on as needed assignment . IMS has a successful history providing multiple-skilled staff to work on various shifts to reduce the burden of premium overtime.

Table A-5, the Staffing + Responsibility Matrix for the Project is shown on the following page.

Resumes

Detailed staff resumes follow the staffing matrix.

Table A-5 Staffing + Responsibility Matrix

P: Primary responsibility S: Support role R: Review C: Consult if needed A: Approve	Jay Shah, PE	Alfred Aguilera Raul Erigio Moji Shahkarami	Ray Hensley	Jay Shah, PE	Patty Rosales	Parviz Sheikhavandi
	Project Manager/ Resident Engineer	Inspectors	SWPPP Inspector	Project Controls Engineer/ Scheduler	Office Engineer/ Document Control	Material Tester
Constructability Review	P	P	P	s	S	S
Public Outreach	S	P			S	
Pre-Bid Support	S	P			S	
Master Schedule, Schedule Support & Update	S	S		P	S	
Pre-Construction Meeting	P	S	S	S	S	S
Pre-Condition Survey (Photos / Documentation)	S	S	S		P	
Project Management - Consultant Contract	P	S			S	
Construction Contract Administration	S	P	S	S	P	
Progress Schedule, Changes + Claims	P	P	S	P	P	
Construction Safety	S	S	S		S	
Utility Coordination	S	P			S	S
Quality Assurance & Control Inspection	S	S	S		S	S
Materials Testing and Support Services	S	S A				P & S
Progress Payments	SA	P	S	S	P	
Submittals, RFIs, RFCs, Permits	S	P	S	S	P	
Conferences/Meetings	S	P	S	S	P	
Reports and Records	*S*	*P*	*S*	*S*	*P*	
Review of Traffic Plans (Detours and Lane Closures)		*P*			*S*	
Survey Support (QC) Services		*S & A*				
Document Control	*S*	*P*		*S*	*P*	
Contractor Insurance	*S*	*P*			*P*	
Labor Compliance	*P*				*P*	
As-Built Drawings (On-going)		*P*	*S*		*P*	
Contract Closeout	*S*	*P*			*P*	
As-Built Drawings (Red Line)	*S*	*P*			*P*	

Jay Shah, PE

Project Manager, Resident Engineer, Scheduler

Education

BE, Civil Engineering

Registration

Professional Engineer, (Civil), CA #55171
Primavera P6 Scheduler

Years Experience

40

Mr. Shah will lead the IMS team and will oversee all aspects and serve as a single point-of-contact for the City for this project. Mr. Shah brings 40 years of wide array of construction management experience including numerous comparable assignments with cities and Caltrans. Mr. Shah is a former Caltrans project manager/ contract manager and program manager with extensive local program experience. Mr. Shah's project experience contributes to his ability to work within City's right-of-ways. He has successfully managed contracts with minimized inconveniences to the residents/ businesses and traveling motorists. His coordination efforts with Caltrans and local agencies has been facilitated through his work on major transportation improvement projects throughout Southern California. Mr. Shah's innovative workload management had saved over $300,000 on the Route 710 Rehabilitation Project; and the Katella Avenue project was completed within the scheduled time with best public outreach efforts. Mr. Shah's experience at Caltrans and Caltrans Local Assistance Programs will contribute to the success of the Street Rehabilitation project.

City of Los Alamitos, Katella Avenue Rehabilitation, Los Alamitos, California. Resident engineer/construction manager. The project was on busy street with businesses, school, hospitals and residential. The project consisted of the rehabilitation to the existing roadway with rubberized asphalt paving, drainage, curb and gutter, updating sidewalks to ADA compliance, replacing traffic loops, re-striping, and public outreach. Mr. Shah managed and inspected the contractor's daily operation, performed quality control, processed payment and maintained project administration.

City of Santa Clarita, Earthquake Recovery Project (Northridge Earthquake), Santa Clarita, California. Construction manager responsible for construction management and inspection services. Mr. Shah performed damage assessment for FEMA; coordinated with residents, businesses, contractor and the City. The project consisted of rehabilitation/retrofitting the City's streets, sidewalks, drainage and signals damaged by the Northridge earthquake. Completed the project in record time - six months.

City of Costa Mesa, Freeway 55NB/73SB Connector over Bristol Street. Worked as Resident Engineer and Structure Rep for highway and structure construction activities such as replace new bridge/roadway, electrical, storm drain, public outreach with adjacent residents/businesses.

Caltrans District 7, Six Complex Bridge Retrofit Projects, Los Angeles County, California. Structure representative/project manager who managed six inspectors staff for daily contractor's operations; coordination with resident engineer; review and approve shop drawings, falsework/shoring, and etc. The projects completed in record time with no claims.

Jay Shah, PE

Continued

Port of Long Beach, Gerald Desmond Bridge Retrofit, Long Beach, California. Resident engineer/ structure representative. Major steel bridge on the Port Canal, heavy port and local traffic movement during the retrofit construction work. Mr. Shah managed inspection; coordination with Caltrans, Port and the City to maintain no interruption of Port business; and review and approve complex contractor's submittals.

Caltrans District 7, Los Angeles, California.

- Project manager responsible for major and minor projects include the I-5 North Corridor, major interchange improvements, and emergency projects. Coordination with agencies such as MTA/VCTC and cities, Local Program Assistance, Co-op agreements, R/W acquisition and funding.
- Program manager working as FTIP program manager and managed programs with local and regional agencies. Timely programmed projects with federal and state funds.
- Contract manager responsible for 100 + A &E contracts for the District. The contracts are for various functional departments include design, environmental, construction and survey.

Alfred Aguilar

Public Works Inspector

Education

AA Degree

Registration

C27 License
PEST Controller Advisor CA License
Certified Arborist, CA

Certifications + Training

- Certification for Building and Safety, California State University, Northridge
- Asphalt and Concrete Estimating Certification, Citrus College
- Public Works Water Certification, Citrus College
- Certification for Irrigation Installation, Cal Poly Pomona, Kellogg West
- Senior Landscape Certificate for Design, Cal Poly Pomona, Kellogg West

Years Experience

45

Mr. Aguilera offers over 45 years' experience performing inspection for public works and Caltrans projects. His strong organizational skills, scheduling, documentation, and bookkeeping skills are complemented by his fluency and communication skills in both written and verbal Spanish and English. Mr. Aguilera's experience includes roadway construction and rehabilitation, concrete curb, gutter, sidewalk, driveways, retaining walls, sound walls, traffic signals, earthwork and grading, water, sewer, force mains, landscape and irrigation, highway and bridge and residential/commercial developments projects.

City of Compton Projects:

Residential Alley Repair project, City of Compton, CA. Served as an inspector for this project to perfom day to day inspection of contractor's operation of AC Paving, PCC for cross gutter, residential apron for garage, traffic control including quality control for material, documenting the daily activities, progress payment and additional customary inspection requirement. Cost: $ 600,000 (April 2014)

Other Projects:

Leisure World Pavement Rehabilitation Project, Golden Rain Foundation, Seal Beach, CA. Inspector for Phase 1 2 3 and 4 of the Leisure World pavement rehabilitation project. Duties include monitoring Traffic Control, monitoring the SWPPP, inspection of removal and replacement of AC pavement, the cement treatment of the soils, sidewalk R&R, installation of traffic signal loops, curb and gutter R&R, 1" overlay, plus slurry seal and striping. Also responsible for coordination with the Soils Technician for the compaction and density testing. This $1M project, 5 month assignment also included preparation of Daily Logs with photographs, meeting with both the Client and Contractor regarding project work schedule and budget, assisting the Client with Change Orders, and the generation of Punch Lists. Cost $ 1 Mil (August 2013-April 2014)

Residential Slurry Seal, Torrance, CA. Inspector for this $380,000 slurry seal program on residential streets and parking lots at a city park and water pump station facility. The project included crack sealing, 1.4 million square feet type II slurry seal, removal and replacement of 600 feet of curb and gutter, and 50 parking lot wheel stops, as well as appurtenant traffic striping, traffic control and public relations. Responsibilities included quality assurance, project documentation, public relations and assistance with contract administration duties. Cost $800,000 (June - October, 2013)

ADA Ramp Retrofit Projects, Various Agencies, CA. Inspector for the removal of existing, non-compliant curb access ramps with new, ADA compliant ramps at multiple locations for the following local agencies.

- City of Palm Springs
- City of Yorba Linda
- City of Placentia
- City of Fullerton
- City of Irvine
- City of Santa Fe
- City of Alhambra
- City of Burbank

Raul Erigio

Public Works Inspector

EDUCATION

AA Degree

CERTIFICATIONS

AutoCAD, Micro Station

YEARS EXPERIENCE

17

Mr. Erigio has more than 17 years of diversified experience in the inspection of public works, roadways, highways, drainage, sport complex, hospitals & universities and church facilities. His responsibilities include design support, design/build support, inspection of grading, roadway excavation, drainage facilities, concrete barriers, AC, slurry seal and PCC paving and traffic control. He is certified in AutoCAD & Micro station. He is involved in construction processes, participates in the coordination of project activities and develops cost estimates for construction contract items. He documents contractor's operations, prepares monthly project estimates. He is familiar with Green Book Specification, Caltrans Standard Specifications, Standard Plans, Caltrans Construction Manuals, Safety and Traffic manuals

Project Duration: May 2005-March 2014

Locations: Central California--City of Fowler, CA; City of Parlier, CA;City of Chowchilla,CA; City of Huron; City of Mendota, CA

Projects:

City of Fowler:

- Street Reconstruction/Beautification Projects- 7 Projects
- Railroad reconstruction Projects- 5 Projects
- Water retention Basin
- Slurry Seal/striping Projects- 3 Projects
- Highway sign Structure

City of Parlier:

- Street Reconstruction Projects- 13 Projects
- Water well Project
- Slurry seal/striping- 2 Projects
- Sewer lift station
- Storm water basin

City of Chowchilla:

- Street Reconstruction Project- 2 Projects
- Airport runway Project
- Waste Water treatment plant

City of Huron:

- Waste Water Treatment Plant

City of Mendota

- Street Reconstruction Project
- Citywide Fire hydrant replacement Project

Raul Erigio

Continued

Public Works Construction Inspector. Primary role was to perform all required inspections on city owned facilities with-in the public right of way and to enforce city standards followed and work performed met approved construction drawings and specifications.

Performed inspections of public works construction projects; interpreted contract specifications to ensure compliance with plans, specifications, and contract provisions; and documents workmanship and materials used in the construction work of a variety of public and private projects for conformance with standards, specifications, applicable laws, ordinances, plans and departmental regulations.

Project function was to inspect a variety of public works construction projects, such as sidewalks, driveways, flat work associated with concrete, sewer mains, sewer laterals, water mains and appurtenances, storm drain lines and appurtenances, manholes, paving, curbs, gutters, retaining walls, earthwork, street excavation and patchwork, street lights, traffic signals and other facilities to determine compliance with contract plans and specifications.

Inspected materials used in field to assure approved submittals being followed. Reviewed and monitored construction schedules as needed. Prepared daily and weekly progress reports, weekly Statement of Working Days reports, change orders, estimates and documentation of work completed. Recommended progress payments and maintained field records including sketches, photographs, drafting and narrative notes. Monitored contractor safety practices and made on-site accident investigations as required.

Performed basic plan checking; interpreted plans, specifications, codes, ordinances and policies to contractors and clients; explained the limits and parameters of the work as required; performed various engineering technical support work, including drafting and acting as a member of a survey crew as needed. Measured, calculated, and documented pay quantities for contractor progress payments.

Prepare preliminary and final report punch lists for each project. Updated working sets of as-built plans with changes on a weekly basis and prepare final as-built drawings for all completed projects.

Moji Shahkarami

Public Works Inspector

EDUCATION

BS, Industrial Tech

REGISTRATIONS/CERTIFICATIONS

- SWPPP 24-hour course
- Caltrans CTM 500

YEARS EXPERIENCE

15

Mr. Shahkarami has more than 15 years of experience in the construction industry including the inspection of public works, roadways, highways and other transportation facilities. His responsibilities include inspection of grading, cast-in-drilled hole piles, pile driving, installation of shoring roadway excavation, drainage facilities, concrete barriers, construction of bridge footings, sound walls, AC, slurry seal and PCC paving, falsework and traffic control. He is certified in Storm Water Pollution Prevention Plans and BMPs implantation inspection. He is involved in construction processes, participates in the coordination of project activities and develops cost estimates for construction contract items. He documents contractor's operations, prepares monthly project estimates and assists resident engineers and senior resident engineers in preparing CCOs. He is familiar with Caltrans Standard Specifications, Standard Plans, Caltrans Construction Manuals, Safety and Traffic manuals. He is versatile in processing Caltrans document control systems.

Roadway Rehabilitation Projects:

Route I-5, Valencia and Gorman, Roadway Rehabilitation and Expansion, Caltrans District 7. The work was comprised of handling traffic and safety issues, roadway excavation and placement of JPCP, RSC, HMA, grinding, AC dikes and striping. Assisted Caltrans with preparing pay estimates and filing project documents. Inspected slurry shoulder backing and compacted roller backing with slurry, NB/SB 5 both in Valencia and Gorman.

SR-33 Overlay, Caltrans District 7, Ojai, CA. Value $30 Million. Performed inspection of rubberized AC Paving and slurry seal on 10 miles of freeway and ramps.

Slurry Seal Item Work. Provided inspection for the following: Removal of the existing striping and markers; protection of the existing drainage structures; traffic loops; pavement cleaning; if required, provision of crack sealing before the slurry operation. Also provided traffic control inspection prior, during and after the slurry seal was complete.

Other Projects

Route I-5, Burbank, CA, HOV Lane and Bridge Expansion, Caltrans District 7. Responsibilities included traffic control, drainage, inlet, pipe, and grades, JPCP, LCB, pay estimate and processing Caltrans documents. His additional responsibilities included the following:

- Assistant Resident Engineer - reviewed contractor submittals, marked damaged slabs, inspecting removal and placement of RSC slabs, AC Pavement and AC Dike, joint sealing, ramp termini, diamond grinding and traffic control
- Responsible for collecting and reviewing tickets, keeping track of quantities and preparing daily reports. Verified quantities with contractor daily
- Prepared monthly pay estimates and reviewed contract quantities

Moji Shahkarami

Continued

Route I-405, Between FWY 90 to FWY 10 Connection, HOV and Bridge Expansion, Caltrans District 7, Santa Monica, CA (2010 – Project Value $150 Million)

Major Responsibilities: Traffic control, drainage, HOV lane, PCC, LCB and preparing pay estimate.

Additional duties:

- Reviewed contractor's submittal, RFIs, shop drawings
- Inspected rebar and concrete pour for reinforced concrete drainage structures
- Performed project documentation: photos, diaries, reports
- Performed SWPPP inspections, scheduled soil technicians and biologists

Parviz Sheikhavandi

Material Testing (QA)

EDUCATION

BS, Civil Engineering

CERTIFICATIONS

- Caltrans Certified CTM Procedures: 216, 217, 231, 533, 539, 540, CT375a

YEARS EXPERIENCE

30

Mr. Sheikhavandi's experience includes sampling and performing field and laboratory tests for a variety of transportation projects. He is also familiar with casting concrete cylinders. He routinely performs nuclear gauge and sand cone density tests on roadway projects.

City of Burbank, SR-134 Hollywood On- and Off- Ramps and Retaining Wall, Burbank, California; City of Corona, Main Street/SR-91 Interchange, Corona, California. Senior engineer who performed soil and material testing and inspection. Both of these projects were Caltrans inspected and certified.

University of California at Irvine (UCI), Southern Radial Road and California Avenue Extension, Irvine, California. Senior engineer who performed material testing and inspection during construction.

County of Los Angeles and City of La Habra, Street Rehabilitation Projects, Los Angeles County, California. Senior engineer who performed construction observation and inspection.

Transportation Corridor Agencies, Route 241 and 133 and Marshburn Retarding Basin, Orange County, California. Field inspector and quality control. Responsibilities included testing and sampling of embankment, R-value, aggregate base, subgrade, asphalt concrete, rubber asphalt testing, batch plant inspection, drainage system, structural backfill, retaining wall, structural pipe backfill, and MSE wall according to ASTM and Caltrans method. He was also responsible for inspection of drainage system, dikes, gutters, and preparation of documents and reports.

Patricia Rosales

Office Engineer

Management, California State University (Long Beach)

Additional Coursework + Training

Planning and Scheduling Certificate 2013
Planning and Scheduling with Primavera P6 Certificate 2012

Caltrans Construction Management Certificate 2010

10-hour OSHA Training 200

Experience

6 years

Technical Skills

- ✓ Microsoft Office
- ✓ Microsoft Excel
- ✓ Primavera P6 Scheduling
- ✓ Microsoft Project

Ms. Rosales has over 6 years of experience in document control. She is knowledgeable in project financials, contract administration, invoicing, scheduling, document control, prevailing wage requirements, DBE Tracking Reports, Caltrans file codes, RFI tracking, preparing monthly progress reports, monthly budget reports, audits, proposals, and setting up the project library. She possesses an underlying knowledge of the construction process and how projects are structured and executed from her degree in Construction Management.

Office Engineer/Document Control, Port of Los Angeles, Los Angeles, California. Ms. Rosales is assisting the Port of Los Angeles to manage four projects worth $276.0 million. Her responsibilities include: Budget control, gathering and preparing required funding documents for State and Federal grants, preparing budget reports for monthly meetings, preparing contract documents, reviewing and preparing monthly progress payments for different grants, change orders, tracking DBE. Other responsibilities include contractor's labor compliance, monthly DBE reports, reviewing the specs for submittal deadlines, requirements, document control, reviewing design plans, collecting deliverables from consultants. In addition, Ms. Rosales assist in reviewing the project schedule and preparing project schedules using Microsoft Project, preparing a three week look ahead schedules in excel. Preparing Minute Meeting, Quality Management Plan (QMP), preparing spreadsheets for various needs. Assist PMs as needed. Ms. Rosales works closely with consultants and Caltrans District 7.

Long Beach Water Department, Long Beach, California. Engineer Intern. Ms. Rosales was responsible for preparing bid documents, contracts, evaluation forms, and minute meeting agenda, writing transmittals and letters, note taking during meetings, data entry, and document filing. Other responsibilities included going to construction sites for inspection and assist Project Engineers when needed.

California Department of Transportation, Los Angeles, California. Intern. Ms. Rosales worked in the Program Management and Consultant Service Department. One of her duties was to verify that invoices were consistent with the cost proposal. Other duties included data entry, filing, preparing folders for new contracts and assisting consultants and project managers when needed.

Ray Hensley

SWPPP Inspector

Education

BS, Geology

Years Experience

39

Certifications

- QSD/QSP Trainer of Record, State of California – CASQA January 2011-January 2013
- Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) – Cert # 00017
- Certified Professional in Erosion and Sediment Control (CPESC No. 2074, since 2000)
- Certified Professional in Storm Water Quality (CPSWQ No. 0607, since 2009)
- Certified Erosion Sediment and Storm Water Inspector (CESSWI No. 0238, since 2007)
- Caltrans District 7 SWPPP Administration Training Course at Los Angeles District 7 Office, Sept. 2011

Caltrans District 7 Various Field Offices, Various Locations, California. Working as an assistant resident engineer, providing SWPPP consulting, administration and inspections serving LA and Ventura County Projects. Review contractors BMP, implement with new SWPPP Policy and Procedures, issue corrective memo, review SWPPP plans for projects in the area, monitor any rain event ,etc.

United States Air Force-Banning, Boeing Corporation, Palmdale, California. SWPPP coordinator. Develop and amend SWPPPs Plans and Manuals, and prepare and submit reports with site photos, along with developing Construction Site Monitoring Programs, Rain Event Action Plans, Permit Registration Documents, Notices of Intent, and Notices of Termination. Perform SWPPPs monitoring, inspections, and samplings, along with the necessary required reports for various southern California General Contractors. Instruct and train field personnel on the CGP 2009-0009-DWQ.

Turner Construction, and Lennar Corporation, Various Locations. SWPPP coordinator. Various Land development projects with assessing Risk Levels; perform all Storm Water Management, including acting as Designated Agent to LRP, prepare and amend SWPPPs Manual and Plan, Erosion and Sediment BMP installation and maintenance; contractor training for Storm Water Inspections; pre-, interim, and post-rain events; weekly site inspections and reports; Rain Event Action Plans; Stormwater runoff sampling and reports; non-stormwater inspections; Annual report to State Water Resources Control Board SMARTs System; post-construction stormwater maintenance plan, and Notice of Intent to obtain a WDID#, and Notice of Termination.

REH Contracting Company, Inc, Santa Clarita, California. SWPPP compliance officer. Under contract with various southern California builders on residential projects, as well as various commercial and retail projects. Provided Off-site construction services: Installation and maintenance of Erosion and Sediment Control BMPs, and Grading services. Performed Storm Drain installations, restoration and improvements of wetlands, as well as, re-vegetation of native plant materials for watershed improvements for Public and Private Projects. Planned and installed storm water erosion damage mitigation measures for slopes, and stream bank full and flood conditions. Provided 24 hour Storm Watch and Erosion Control Patrols for wet season storm events. Over-excavated, re-compacted and fine graded lots for buildings and road projects.

Mehrdad Ghanji

Material Testing Support

Education

BS, Construction Engineering

Years Experience

10

Certifications

- Caltrans Certified CTM procedures: 105, 201, 202, 216, 217, 231, 375, 539, 540, 556, and 557;
- ACI Concrete Field Testing Technician Grade I (ID#01058241)

Senior Field Technician. Prepared geotechnical monitoring and reports for public park and recreational facilities, and surface streets. Observation of geotechnical drilling, foundation drilling, and heavy equipment and building foundation construction.

Senior Field Technician, Carson Refinery BP, Carson, California. Managed roadway rehabilitation and monitoring drilling for deep concrete pile foundation. Observed installation of 2-foot diameter auger-cast piles for the plant foundations, the piles were drilled by a hollow stem flight auger to 60 feet and pressure-grouted upon auger retrieval. Complied with quality and safety.

B

Names + License Numbers

Name	Licenses + Certifications
Jay Shah	• Professional Engineer (Civil), California # 55171
Moji Shahkarami	• Caltrans CTM 500
Alfred Aguilera	• C27 License PEST Controller Advisor, California • Licensed Certified Arborist, California • Certification for Building and Safety, California State University, Northridge • Asphalt and Concrete Estimating Certification, Citrus College • Public Works Water Certification, Citrus College • Certification for Irrigation Installation, Cal Poly Pomona, Kellogg West • Senior Landscape Certificate for Design, Cal Poly Pomona, Kellogg West
Ray Hensley	• QSD/QSP Trainer of Record, State of California – CASQA January 2011-January 2013 • Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) – Cert # 00017 • Certified Professional in Erosion and Sediment Control (CPESC No. 2074, since 2000) • Certified Professional in Storm Water Quality (CPSWQ No. 0607, since 2009) • Certified Erosion Sediment and Storm Water Inspector (CESSWI)
Mehrdad Ghanji	• ACI Concrete Field Testing Technician Grade I (ID#01058241) • Caltrans Certified CTM procedures: 105, 201, 202, 216, 217, 231, 375, 539, 540, 556, and 557; • ACI Concrete Field Testing Technician Grade I (ID#01058241)
Parviz Sheikhavandi	• Caltrans Certified CTM Procedures: 216, 217, 231, 533, 539, 540, CT375a

C Approach + Methodology

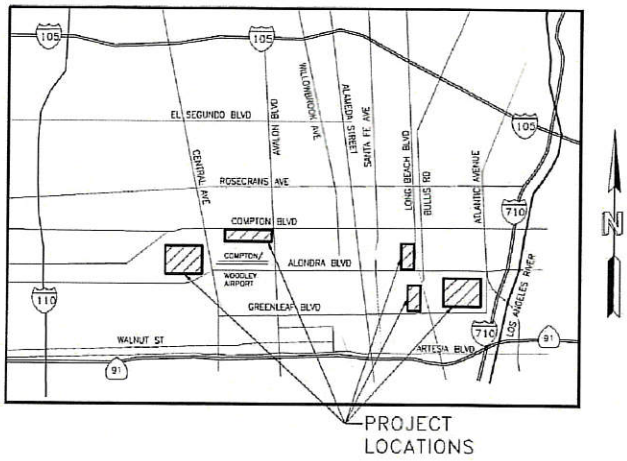
Project Understanding

The City has proposed a street rehabilitation project for various areas of the City to install hot asphalt concrete mix on existing pavement, remove and replace failed asphalt concrete areas, install accessible ramps, improve curb, gutter, sidewalk, driveway, replace traffic loops and street signs, and minor associated work.

The project's estimated cost is $ 2.80 Mil with 60 working days to complete the project.

The project is anticipated to start by Mid February 2015.

The project is spread over five city residential areas shown on the map at right with schools, parks, churches and businesses nearby.



VICINITY MAP
NO SCALE

Salient Project Features

The Project will rehabilitate 16 City Streets with following construction items identified in the project plans:

- Cold Mil/Plane Existing AC
- Construct 2" AC Overlay
- Remove & Construct AC "slot" paving
- Remove, recompact the existing subgrade with various thickness of new AC pavement
- Curb Ramp, sidewalk, Cross gutter, spandrel
- Remove & Construct Alley Intersection
- Reconstruct Speed Bumps
- Traffic Striping & Loop detectors
- Street signs & posts

The project will be constructed per GreenBook standard plans and specifications, latest Edition, and Caltrans Standard Plans/ Specifications, 2010 Edition.



Temple Avenue/Glencoe Street: New ADA Ramps, AC Overlay, and sidewalk upgrades

Funding and Compliance

The project is funded through Community Development Block Grant (CDBG) and Federal Funds. The contractor shall maintain documents per the CDBG and Federal guidelines. IMS Consultants will assist the City and CDBG office to maintain proper records for the contractor. IMS Consultants will also follow Federal/State Prevailing Wage and Labor Compliance for its staff. IMS staff can assist the City with the Caltrans Local Assistance Program office for the LAPM compliance, if needed.

Project Schedule

The City intends to award the contract with 60 working days to complete the project. The Contraction is anticipated to start (NTP) by February 15, 2015.

The construction work is intended to take place during the hours of 8:00 AM to 5:00 PM, with one lane open in each direction on the street, with exceptions as ordered by the City. The contractor will follow additional lane closures/ night closures procedures as specified in the Special Provisions. A detailed schedule is shown on page 40.

Technical and Proactive Approach to Key Issues

We have summarized the key challenges below and the approach that shall be a top priority to the IMS team.

Public Outreach, Local Residents + Business Access.

The project plans have identified the removal and replacement of the entire width of pavement at various locations, adjacent to residential driveways and businesses. Ensuring continuous access to the residents, businesses and traveling public is of the utmost importance.

The IMS Inspector and the City will review the contractor's traffic handling plans. IMS will coordinate with the contractor, City, and stakeholders to allow sufficient notice to adjacent property owners and businesses of upcoming construction, maintain proper signage during construction, and ensure that the contractor follows the WATCH manual/Caltrans Standards for traffic control (per Special Provisions, F-1.22- Maintain Traffic Flow). The inspector will implement proper dust control on a daily basis as required per the Special Provisions.



Inform the residents with sufficient notice to park the vehicles at alternative places during the construction operation on the streets

Our public outreach approach is to work collaboratively with the City, reaching out to residents, community groups and businesses. We will also make sure the contractor has sufficient flagmen at various school locations during the construction operation.

Detailed coordination with all related agencies, utilities, private owners, residents and businesses, etc. will be essential for the contractor at pre-construction meetings and during the construction. Our proposed RE, Mr. Shah, has similar work experience on the Katella Avenue project for the City of Los Alamitos, with hospital and senior nursing homes requiring full access during the construction. The IMS team's staff, along with Mr. Shah, will implement this important stage of the project.

Work Shifts During Rain Events.

IMS understands the construction schedule and its possible impacts on holidays and rain season. The rainy season, October 15th-April 15th, will be part of the contractor's work schedule. There may be idle days due to the weather conditions. The Paving Operation may not feasible due to the cooler temperature.

We will monitor the contractor's progress for rain delay days and will discuss possible alternatives to avoid project delay.

IMS SWPPP inspector, Mr. Hensley, will monitor the contractor's operation before, during and after the rain event per Special Provisions Section E -1.20. Mr. Hensley will discuss options with the contractor before the rain event to make sure proper BMPs are in place and maintained.

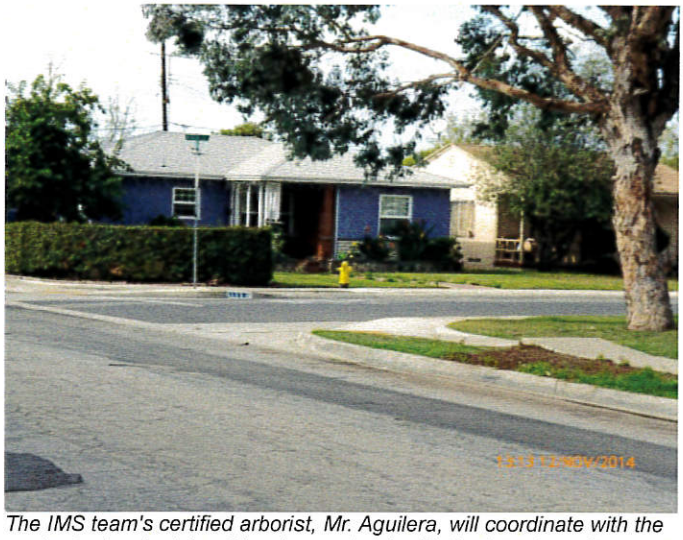
Constructability Review

After the construction management contract NTP, it is important to conduct a thorough constructability review of the plans, specifications, permits, and all available documents to verify that this project is biddable and buildable. It is very important to make utility companies and key stakeholders part of this stage of the plan development; issues like material availability, workload, and construction access play an important role that needs to be taken into account and discussed at this stage. The project specifications (Sp Provisions E 1.31) mandate a recycling plan for the materials available through cold mil/removal of existing AC/Concrete, etc. The IMS Project Manager and Inspectors will review the contractor's recycling submittal during the Constructability Review stage.

Our Project Manager, Mr. Shah, has worked with the utility companies and contractors in the City of Los Alamitos for the Katella Avenue Rehabilitation project to properly adjust the construction staging to meet the utilities' timelines in their staging. This coordination helped the City of Los Alamitos avoid major utility delays. Our team built relationships with the businesses, hospital and senior care centers in the area to assure that there was minimum impact on their daily commute on this major City artery. We will bring that experience and trust to the City of Compton

Rehabilitation Assessment

This project is comprised of the removal and replacement of existing pavement, curbs, gutters, sidewalks, etc. The actual quantity of work may increase due to existing field conditions. There may be additional removal and replacement warranted at the early assessment or at the removal stage. This may impact the contract cost, funds and schedule.



The IMS team's certified arborist, Mr. Aguilera, will coordinate with the contractor's arborist well in advance to identify the intrusion of tree roots in the construction

IMS staff has dealt successfully with similar situations on past projects. We will assess the total project area during the initial stage with the City, designer-Civil Source and the geotechnical engineer. Also, during each stage of construction we will track the item quantities and provide reports to the City early enough to identify a timely solution.

The IMS team's certified arborist, Mr. Aguilera, will coordinate with the contractor's arborist well in advance to identify the intrusion of tree roots in the construction. A tree root barrier will be installed at all affected sidewalks, ramps, driveways, etc. We have had similar experience on our recent project, Wendy Drive Interchange, for the City of Thousand Oaks. IMS's proven method of coordinating with the City Arborist and utility companies, with extensive coordination during construction, effectively mitigated costly delays. Mr. Shah and the inspection team will bring this experience to the Street Rehabilitation Project.

Project Work Plan

Our approach begins with our comprehensive understanding and experience on construction projects similar to the Street Rehabilitation Project. Based on a thorough review of all available contract documents and site visits, the IMS team has developed a management plan and technical approach to address the required tasks as detailed in the RFP. A sound management plan is necessary to successfully complete the project for the City. We have a team of highly experienced construction management professionals available to review the plans and special provisions for accuracy and completeness.

Phase 1: Pre-Construction

The pre-construction phase is an important stage for the success of the project. In this phase, we will work with the City, designer, environmental consultants, local businesses, residents, permitting agencies, and utility companies to establish the lines of communication that will be essential to our effective management of the project.

Leading our effort in the pre-construction phase will be our RE, Mr. Shah, who brings his expertise of managing roadway related construction projects in California. In this phase, we will work with the City, designer, environmental consultants, local businesses, residents, permitting agencies, and utility companies to establish the lines of communication that will be essential to our effective management of the project.

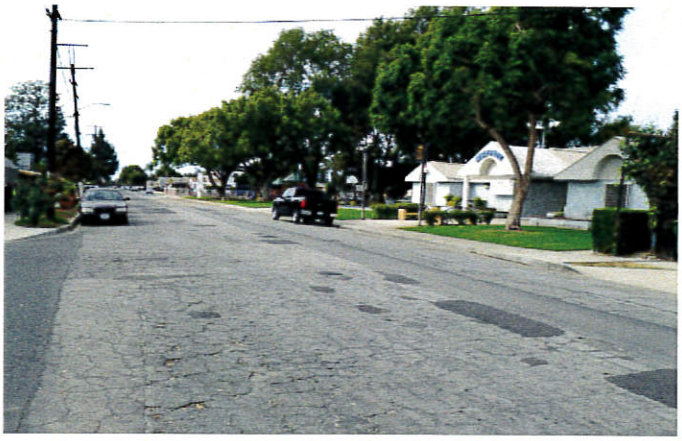
During pre-construction, our goal is to communicate and plan effectively with all stakeholders in order to ensure that the project develops with the least amount of changes and the best possible bidding environment. We employ various techniques for achieving this, such as planning sessions, constructability review, bid language reviews, communication plans and setting project controls. Our experience is that we can positively impact the nature of the project by implementing a good pre-construction plan. Our track record reflects this and includes many projects where the full scope and quality of a project was delivered within budget and on schedule. In short, the pre-construction phase is a vital part of any construction project. This stage will include a survey of the site, drafting a public outreach plan, obtaining necessary permits, notifying permit agencies, forming the time frames, budget and funding. We will arrange the pre-construction meeting with the contractor and stakeholders to address the project specifics and project administration process.

Develop Public Outreach Program Procedures

A very important element to project success is the public's perception of the project and construction impacts on local residents, businesses and commuters. Mr. Shah will work with the City's Public Information Officer (PIO) to develop a business, commuter, and residential resolution process. If the City agrees, we can propose a public outreach program, adjusted to meet the needs of the City, that is intended to minimize any negative impact of the project on the local community and the traveling public. We will initiate a public information program prior to beginning construction. The public information program will coordinate with the City's PIO to include project newsletters and news releases to local media as the need arises. Construction information will be distributed throughout the construction of the project, utilizing door to door hanger when necessary, while making sure the contractor posts dates and times when residents and businesses will be impacted at least 72 hours in advance of any planned operations.

Develop Independent Baseline Schedule

One crucial element in our Construction Management Plan (CMP) is the development of a baseline schedule which is, essentially, the CM understanding of how the project is to be constructed. The contractor shall submit its construction schedule prior to commencement of work (Special Provision E-1.13). We will then compare our baseline schedule against the baseline schedule submitted by the contractor. The approved baseline schedule submitted by the contractor will be posted through the internet and can be accessed by project team members and the City. Elements in our baseline schedule will include milestones for each phase of construction controlling operation; materials procurement timetables; utility relocation schedules; review times for submittals; and other potential schedule impacts which will be noted. The baseline schedule will be used to coordinate work with the contractor, order long lead items, and manage submittals. This will provide the City with the information required to fully understand the status of the project at any time, and the potential impact to the overall completion in the event that obstacles develop during construction.



Work shall be accomplished during weekdays to avoid park traffic on weekends

Pre-Construction Condition Documentation

Documenting the site prior to construction is essential, especially for this proposed project , where road reconstruction will take place on a busy streets, and local roads and utilities will be restored. Good and proper documentation can often mitigate disputes between the City, contractor, and other project stakeholders. The IMS team will perform detailed pre-construction project condition documentation which will include photographic and written records produced by our staff. The photographs taken during the pre-construction survey will be carefully cataloged and maintained in the field office in accordance to the approved Management Information System (MIS) and City administrative filing system.

Summary: Pre-Construction Services

The pre-construction phase is the key to managing a successful project. Our experienced team will hit the ground running and is prepared to give 100% commitment to the City. We will build relationships with City staff and utility companies, and will have verified the roles and responsibilities of all parties and stakeholders to the construction process, which will minimize the potential for confusion and delay.

Phase 2: Construction

In the construction phase, the front line of our quality assurance program is our experienced engineers and inspectors, who have been trained to not just observe the construction process, but to make sure the processes and procedures employed by the contractor will result in full compliance with the contract documents. It is our goal to work as a cohesive team to help the contractor, to be proactive, and to try to prevent the contractor from running into problems and delays. One of the first steps is to make sure that each new construction process starts out in conformance to the project documents. This will ensure that rework is kept to a minimum and that the project stays on schedule and minimizes the issuance of "non-conformance" reports. The work plan during the construction phase can be broken down into two main areas, namely, construction contract administration, and construction engineering and inspection.

After the Notice to Proceed (NTP) Mr. Shah will immediately work to collect the information required to be distributed to the contractor, including a list of submittals and certificates/licenses, and provide highlights of permit restrictions

Construction Contract Administration - Implement Construction Management Plan (CMP) and Quality Assurance Program (QAP)

As we mobilize our staff for the project, they will review all pertinent portions of the CMP, and Mr. Shah will lead a round-table discussion with our staff and our subconsultants to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project. This discussion will also focus on the QAP requirements, especially how the team will handle non-conforming materials, QA records, records of corrective action taken, and audits of QA records. The CMP is a living document and, as the project progresses, parts of the CMP pertaining to communication and coordination will need to be revised to more effectively deal with the contractor's specific operations and procedures. These individual changes will be circulated as necessary changes are made. Once project participants have reviewed the plans, specifications, CMP, and QAP procedures, we will be ready to resume communication with utilities, local agencies, and other affected parties.

- Communication Protocol (all correspondence is through the RE)
- Site Access, Material Staging Area
- Labor Compliance Reporting
- Certification of Materials
- List of Submittals and its Due Dates
- Contractor Baseline Schedule, Order of Work, and Schedule Updates
- Permit and Utility Agreements
- Date and Time of Weekly Meetings
- Pay Requests and Quality Control Procedures
- Environmental Conditions and Basis for Dispute Resolution in the Field

Communication

Routing all project communication through the RE is a proven communication protocol that is always used by the IMS team. The RE is the hub of communication with the contractor, City, designer, utilities and other project stakeholders.

This approach ensures that the contractor only receives information from a single source and also facilitates effective communication among all parties. In addition, weekly meetings (day and time established in the pre-construction meeting) will be held to discuss project progress and pending issues.

Weekly Meetings

Mr. Shah and the public works inspectors will coordinate and conduct weekly meetings with the contractor, City, designer, and interested parties. Job progress, project issues, concerns and resolutions, upcoming construction, schedule, safety, team coordination, and third party coordination will be principal topics. Special meetings will be conducted as necessary. The inspectors will prepare minutes of the meeting and distribute them to respective attendees, and will assign action items as necessary so that everyone stays on task. On an as-needed basis, IMS will arrange meetings with the City, regulatory agencies, utilities, and others, to discuss project issues. This approach of having separate meetings with the City and other agencies, prior to meeting with the contractor, eliminates the potential of open disagreement amongst the team in front of the contractor.

Records + Submittals

Our office engineer. Ms. Patty Rosales will manage the project records, change order logs, contractor payments, and reporting. Ms. Rosales will interact with the City, inspectors, designers, technical experts, and contractor. Ms. Rosales will ensure the documentation is sufficient to enable the project to pass any type of state or federal audit required.

Submittals related to item work, traffic control plans, SWPPP, CPM baseline schedule, and shop drawing review will be the first order of business. IMS staff will ensure prompt distribution, review and turn-around. IMS team members are well-versed with Caltrans Manuals, and experienced with the GreenBook Specifications in this project. We will be able to provide thorough and quick reviews for the temporary works, traffic plan, detour plans and construction work plan submittals. RFIs and RFCs will be handled with diligence and scrutinized for consistency with contract documents.

From inception through close-out, we will set up and maintain project files and tracking logs (submittals log, RFIs log, prime and subcontractor documentation, change orders log, force account log, correspondence log, etc.) for the project documentation needed throughout the project. Based on previous audit feedback, IMS project files are well organized, complete, and meet all requirements. We ensure that documents for auditors are easy to review. Our office support staff has experience preparing monthly pay estimates using City procedures. We will ensure that the pay estimates have all the backup calculations and documentation required for each pay item (verify Field Note Records prepared by the inspectors; make sure all the ticket items are received; and enter them into a tracking spreadsheet and check totals); and process force accounts in accordance with standard specifications.

The IMS team will work with the contractor to prioritize all submittals that come in and identify any submittals that need quicker than normal turn-around. Another key to successful project completion is to help facilitate quick review turn-around, if needed, and reduce multiple reviews. We are able to do this by understanding the work, making sure the contractor understands submittal needs, and catching submittal errors prior to forwarding to other reviewers.

Progress Payments

In order to process the payments for the contract items, the inspectors will continuously inspect the progress of the contract item work and perform quantity calculations for monthly payments. Each month, the inspectors will provide accurate calculations for all items of work completed and accepted to allow for progress payment. The quantity of each item will be field measured, if necessary, to prevent overpayment. Payments on progress estimates must be traceable to checked source documents that are field-measured or calculated quantities. Upon completion of progress payment verification, our RE, Mr. Shah, will provide the monthly progress payment recommendation to the City for review and approval and payment. We will also log incoming material certifications in the same way as other submittals, and maintain a running total of all materials released by Certificates of Compliance, in order that only materials tested or certified are included for payment.

Progress Reports

We will prepare a monthly progress report to the level of detail required by the City, that will ensure the City is aware of outstanding issues and their impacts to the schedule. We anticipate that we will provide reporting in project progress, schedule, and status of budget. The format of each report will be determined during our kick-off meeting and modified as necessary over the life of the project to meet the needs of the City. The project progress will be reported in terms of contract time and contract cost, as well as outlining work completed during the prior month, work completed during the current month, and work expected to be completed during the next month. This information will be reported with charts and text to comprehensively convey the status of the project and outstanding issues that require resolution.

STATE OF CALIFORNIA — Contract No. 07-117074 — FILE CAT No. 27

WEEKLY STATEMENT OF WORKING DAYS — REPORT No.: 150

To: FLATIRON WEST INC., Contractor

The following statement shows the number of working days charged to your contract for the week ending: 5/25/2012

Date	Day	Weather or Other Conditions	Working Day	Non-Working Day	Working Day No Work Done on Controlling Operation
5/21/2012	MON	CLEAR	1		
5/22/2012	TUE	CLEAR	1		
5/23/2012	WED	CLEAR	1		
5/24/2012	THU	CLEAR	1		
5/25/2012	FRI	LIGHT RAIN		1	
Days This Week			4	1	0
Days previously reported			596	59	0
Total days to date			600	60	0

TIME EXTENSIONS	CCO Numbers	CCO Days Approved
Days this report		
Days previously reported		0
Total days to date		0

COMPUTATION OF EXTENDED DATE OF COMPLETION	Number of days	Numbered Day	Date
1. First Working Day		85	7/13/2009
2. Working Days specified in contract (Exclusive of PE)	760		
3. COMPUTED DATE FOR COMPLETION (Line 1 + Line 2 - 1)		845	7/27/2012
4. Days contract suspended	59		
5. Total time extension days approved to date	0		
6. Total non-work days to date	60		
7. Subtotal (Line4 + Line 5 + Line 6)	119		
8. EXTENDED DATE FOR COMPLETION (Line 3 + Line 7)		964	1/22/2013
9. Revised working days for contract (Line 2 + Line 5)	760		
10. Total working days to date	600		
11. Working days remaining (Line 9 minus Line 10)	160		
12. Plant Establishment Completion TYPE II	250	214	1/24/2014

Controlling Operations: PCC Pavement, Ramps

Time Elapsed: 78.9%

Remarks:

SHERIF BOTROS
RESIDENT ENGINEER

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of this statement. Otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

Project Budget Management

IMS will review the contractor's progress pay estimate request and schedule of values for reasonableness and ease of monitoring, and will compare this information to the quantity records generated by our inspectors and maintained by the RE. In addition, IMS will monitor total project costs, including current and forecasted costs to complete the project, and advise the City and CDBG Office of the costs on a regular basis. The cost reporting will include the cost of potential changes as we become aware of them; the estimated exposure on potential costs, which cannot be quantified at the time of each report; and potential issues, which we expect to occur, that may have cost impacts. There will also be a section of the cost report that tracks the funds committed by the City to the project, funds expended on the project, funds available to the project, and funds required for project completion.

Change Orders, Requests for Quotes

The goal of the IMS team, through its RE, is to avoid all unnecessary CCOs. Change orders can be generated from a number of sources and reasons, including changes initiated by the designer or directed by the owner and field-originated changes arising from unforeseen site conditions or third parties. If a change order is unavoidable, Mr. Shah will provide estimates and effective cost management by properly monitoring, logging, and tracking contract change orders. Mr. Shah will evaluate all proposed change orders to determine need, merit, and project impact. The team will provide cost estimates and schedule impacts, and a rationale for approval or rejection; and with the concurrence from the City, and the designer-of-record, Mr. Shah will negotiate change orders with the contractor and prepare change order documentation for approval and signature by the City. Mr. Shah has considerable knowledge of initiating, reviewing, estimating, and writing complicated contract change orders, including Cost Reduction Incentive Proposals. In addition, IMS will evaluate all quotes from the contractor to ensure that the City will not incur unnecessary costs and that the materials supplied meet the quality requirements of the contract documents.

Maintain Effective Public Outreach Program



The IMS team has conducted Public Outreach Programs for similar projects

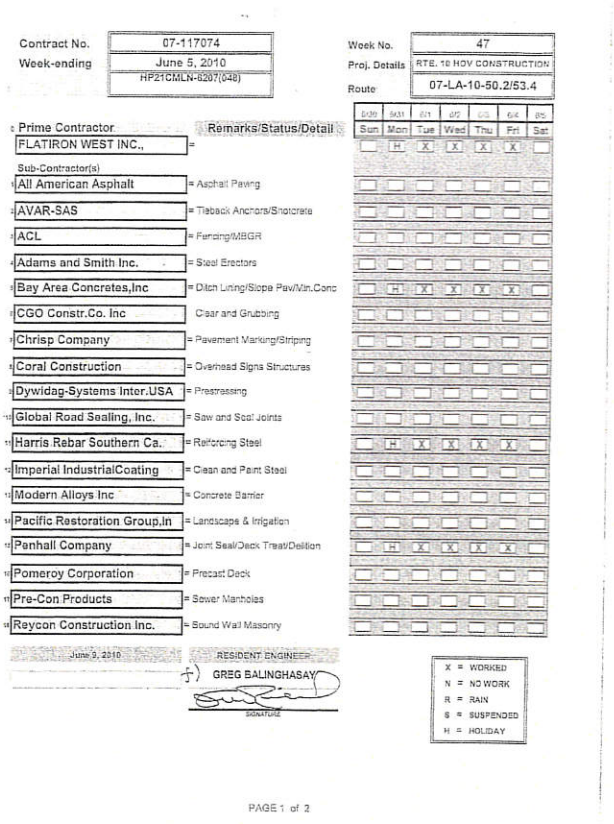
Our RE, Mr. Shah, will maintain an effective public outreach program with the contractor. The contractor will keep the commuting public and residents along the alignment informed, in advance of construction operations, and regularly during the course of construction. Our approach will be to mail a 30-day notice and, if necessary, post a 5-day notice by door hanger prior to construction operations. Each notice will have our phone number and the name of the contact person. All calls will be documented, including date, time, name of caller, address, and specific issue or concern. IMS staff will follow-up each call and provide documentation of the action taken to address the concern or issue. It is our intent to meet, in person, with every citizen who has a repeated concern, and to minimize or eliminate the volume of calls/complaints the City will have to handle.

Construction Engineering and Inspection - Monitor Construction Schedule

The construction baseline schedule and monthly updates are critical tools for schedule management. The contractor shall submit the monthly updated schedule along with the progress invoice. We will review the updated schedules for slippages, logic revisions and other changes using Primavera. We will work with the contractor to eliminate and/or mitigate the impacts of any delays. In addition to reviewing the contractor's schedule, we will prepare and maintain an "as-built" schedule. The "as-built" schedule is updated daily with the contractor's activities. This schedule is beneficial in negotiating change orders and analyzing time extension requests and for claim analysis purposes

Construction Inspection. Our experienced inspectors have been trained to not just observe the construction process, but to make sure the processes and procedures employed by the contractor will result in full compliance with the contract documents. Our personnel work together and check each other's work to ensure safe, quality, accurate, and timely inspections and documentation. It is our goal to support the City's project manager and work as a team with the contractor, to try to prevent them from running into issues and any associated delays while maintaining conformance to the project documents. In doing so, rework is kept to a minimum and the project stays on schedule.

The key attitude that allows us to work so effectively with the contractor is that of fostering a 'partnership' with them, with a commitment to completing the project on time and within budget, as opposed to an attitude of error-finding. Instead of just reporting errors, our inspectors will work with the contractor to develop the most cost- and time-effective solutions that still provide the desired intent of the project. Our proposed Resident Engineer, Mr. Shah, will review all inspector documentation and lead this effort to provide continuous improvement.



Contract No. 07-117074
Week-ending June 5, 2010
HP21CMLN-8207(048)

Week No. 47
Proj. Details RTE. 10 HOV CONSTRUCTION
Route 07-LA-10-50.2/53.4

	Prime Contractor	Remarks/Status/Detail	5/30 Sun	5/31 Mon	6/1 Tue	6/2 Wed	6/3 Thu	6/4 Fri	6/5 Sat
	FLATIRON WEST INC.,	=		H	X	X	X	X	
	Sub-Contractor(s)								
1	All American Asphalt	= Asphalt Paving							
2	AVAR-SAS	= Tieback Anchors/Shotcrete							
3	ACL	= Fencing/MBGR							
4	Adams and Smith Inc.	= Steel Erectors							
5	Bay Area Concretes,Inc	= Ditch Lining/Slope Pav/Mn.Conc		H	X	X	X	X	
6	CGO Constr.Co. Inc	Clear and Grubbing							
7	Chrisp Company	= Pavement Marking/Striping							
8	Coral Construction	= Overhead Signs Structures							
9	Dywidag-Systems Inter.USA	= Prestressing							
10	Global Road Sealing, Inc.	= Saw and Seal Joints							
11	Harris Rebar Southern Ca.	= Reforcing Steel		H	X	X	X	X	
12	Imperial IndustrialCoating	= Clean and Paint Steel							
13	Modern Alloys Inc	= Concrete Barrier							
14	Pacific Restoration Group,In	= Landscape & Irrigation							
15	Penhall Company	= Joint Seal/Deck Treat/Delition		H	X	X	X	X	
16	Pomeroy Corporation	= Precast Deck							
17	Pre-Con Products	= Sewer Manholes							
18	Reycon Construction Inc.	= Sound Wall Masonry							

June 9, 2010 — RESIDENT ENGINEER: GREG BALINGHASAY — SIGNATURE

X = WORKED
N = NO WORK
R = RAIN
S = SUSPENDED
H = HOLIDAY

PAGE 1 of 2

Our construction team will work with the contractor to develop detailed contingency plans in advance of upcoming work to identify potential issues and planned solutions. For example, there is a high likelihood of discovering unknown contamination or obstructions during roadway excavations. Time is money, so we will always work to keep the project moving by immediately developing action plans when issues arise and communicating the proposed solutions to the City. For example, if unknown contaminated areas are

found during excavations, we will look for opportunities to isolate, recover if needed, and continue work at other areas to eliminate or minimize any delays.

Another key aspect of inspection is the inspector documentation. Our inspectors maintain a daily diary that collects all the required information to document the activities that occur on the project during a particular day including weather conditions, men and equipment, items of work, quantities, and any conditions that may have an effect on the contractor's progress. This results in more accurate progress pay estimates, provides vital information for mitigating or processing change order work, and regulates project completion costs. "As-built" information and project records will be maintained and updated regularly. IMS inspector Raul Erigio has excellent as-built plan record expertise.

Given the large quantities of earthwork, paving, and concrete inspection, successful document controls are critical to the success of the project. Our inspection staff includes Mr. Ray Hensley who is QSD/QSP certified. He will work with the contractor and other inspection staff to verify that construction activities conform to applicable permits and NPDES/SWPPP requirements.

The project is divided into the City's five major locations. The contractor may schedule the operation at multiple locations using longer and/or double shifts. IMS can provide additional inspectors, with the City's approval, to inspect at separate locations and/or shifts. If the contractor chooses to work weekend shifts or longer shifts that are planned ahead of time, IMS can provide supplemental staff at various shifts at the regular hourly rate, abiding by the Prevailing Wage Exception Policy.

Safety. Safety, with no injuries or incidents, is our primary goal. In pursuit of this goal, Mr. Shah will conduct a weekly safety and staff meeting to discuss a safe working environment and to assess and monitor any issues related to safety of all personnel involved during construction.

Material Testing –QA and QC Services

The role of quality control inspector is much more than approving or rejecting work as it is completed. IMS has assigned Geo-Environmental, Inc. (GEI) to perform Quality Control, including on-site sampling and testing/plant inspection.

GEI has established a successful reputation and track record with the City for construction observation and acceptance testing services for roadway projects by focusing on their major elements of service. They will:

- Function as an extension of the City's staff
- Provide highly qualified, experienced field personnel with a depth of resources
- Provide timely, accurate responsiveness to the demands of the construction schedule for Acceptance testing services
- Prepare and adhere to all aspects of the Quality Control and Quality Assurance Plans during the course of construction, and comply with the Caltrans/ AASHTO guidelines. When the QA identifies problems in the field, the QC tester and the contractor will be notified immediately and the contractor will rectify the issue immediately before work progresses. The QA team will keep a log of QA tests and file with the RE on monthly basis.

Our material testers will be coordinating materials and soils testing. We will maintain testing summaries to monitor that unacceptable work is corrected and the correction is recorded. All testing and sampling activities will be coordinated by the inspector, and the RE will verify that work performed and materials furnished are of a quality that is in compliance with the contract documents. The material testers are familiar with testing frequencies and location of sampling and testing presented in Chapter VIII of the Caltrans Construction Manual and the GreenBook. They will ensure that the City receives materials that will perform as designed for the life intended, and that testing is performed only when necessary in order to keep costs to a minimum. A daily diary of activities and testing requests will be maintained. Materials testers shall report laboratory and field results on standard forms provided, and will complete and keep current the materials testing log. They will communicate with the RE, QA team and the inspectors to determine material quantities and testing frequencies and to advise the independent assurance tester. All results shall be presented to the individual ordering the test, as soon as the values are available.

On-Going Labor Compliance and DBE Monitoring

This is a CDBG/Federally funded project. The proper documentation of DBE and labor compliance is essential for the contract close-out audit by the Federal government for funding reimbursement. Mr. Shah and Ms. Rosales will support the City by obtaining the certified payrolls from the contractor and all their subcontractors. The IMS team will review the contractor's DBE program and the scope of the work for each DBE subcontractor. We will monitor the job progress to ensure that the DBEs are actually performing the work in their scope, including conducting labor interviews and compile the contractor's DBE compliance reports.

"As-Built" Drawings/Final Project Report

IMS inspectors will check and ensure that the changes to the plans are incorporated onto the as-built drawings in accordance with the contract requirements during the construction and at project closeout. We will also track all RFIs and track all design changes and periodically review the as-built plans to verify accuracy of the plans and to ensure they are updated as changes occur during the construction phase. At project's end, IMS will prepare a final project report and will submit it to the City.

Claim Avoidance and Mitigation

IMS believes our investment in comprehensive constructability analysis and review of the contract documents prior to construction can mitigate a substantial amount of claims that may arise during the course of construction. In addition to diligent constructibility analysis, along with our CMP, QAP, electronic document control process, and our team of highly experienced professionals who specialize in managing roadway/bridge construction projects, we can assure the City that construction claims and schedule delays can be kept to a minimum. However, if the need arises, IMS will assist the City in reviewing letters and notices related to potential claims. We will provide our professional opinion to the City regarding such notices of potential claims. Overall, the goal of IMS is to assist the City with claim avoidance and, when necessary, claim resolution.

Phase 3: Post-Construction

At this point, we have already instituted all of the project implementation procedures we discussed in the previous sections, which will allow us to achieve project closeout with minimum effort. We began the process by getting to know your project and creating a vision of what was needed for the successful completion and acceptance. We have worked diligently throughout the project to resolve issues as they came up, maintained "as-built" records during construction, and completed the project documentation on a regular basis. This approach minimizes the amount of time required to close the project out and, thus, minimizes the project closeout costs to the City. Briefly, post-construction activities include substantial completion process, "as-built" drawings, contract closeout documentation, and archiving.

Construction Substantially Complete

We will perform the following key activities to ensure that the construction is substantially completed in compliance with the contract documents:

- If the contractor's work or a designated portion thereof is incomplete or noncompliant, IMS will compile a list of incomplete or unsatisfactory items and a schedule for their completion (punch list)
- Conduct final inspections and coordinate the correction and completion of the work
- Develop a Deficiency List (Punch List) of items to be completed and verify correction by the contractor
- Perform final job walk-through with the contractor, the City and the designer for their input in the process to expedite the completion of the project

"As-Built" Drawings

We will verify that an up-to-date set of "as-built" drawings is kept from the first day of the construction phase until the completion of the project. This information will be transmitted to the designer for preparation of the final "as-built" record drawings that will ultimately be transferred to the City and other stakeholders as required.

Contract Closeout

IMS's construction management approach has been, and will continue to be, that of active, aggressive, and continuous involvement in all project activities. Contract closeout activities start on day one of the contract. As construction is completed, IMS will continuously maintain the project documents that are consistent with the goals and objectives of the project to achieve a seamless project acceptance. Our broad based document control procedures utilized during the construction phase will be extremely useful in maintaining project documentation that will meet the City program requirements and federally funded project requirements specified in the Caltrans LAPM closeout documents. IMS will provide the following:

- Bound and indexed project documentation
- Resolution of outstanding contractual issues, changes, claims, and deficiency reports
- Indexed Materials Certificate and manufacturer's warranty certificate
- Certification of the completeness and accuracy of the "as-built" plans and "as-built" cost
- Final detailed "as-built" or actualized schedule
- Change order summary and assessment of liquidated damages, as applicable
- Final payment and final project completion report
- Coordination with the City for project acceptance
- Final report of DBE utilization and assistance to the City with the Contract Closeout Audit.

A summary of the above Scope of Services is located on page 38.

Conclusion

The cornerstone of our ability to deliver a successful project is our commitment to high client satisfaction. The CM approach and procedures are the basis of our proven reputation; these are our willingness, flexibility and responsiveness, communication skills, safety, accuracy in project reporting, and timeliness in resolving project issues. IMS has the specific expertise to deliver "on-time" and "within-budget" because our entire professional practice has been 100% focused on public works improvement projects. Our proposed team is structured to provide considerable depth and breadth of resources, positive attitude, and innovative problem-solving techniques to manage the construction of the Street Rehabilitation Project. Therefore, we believe that we have the ability and resources to provide the high quality service that is demanded for this project.

We have demonstrated the knowledge and experience to:

✓ Submit a Complete Proposal

✓ Understand the Scope of Services

✓ Perform Quality Work

✓ Deploy Multi-Talented Personnel

✓ Build the Project with the Right Cost and Schedule

We think you will agree that we are the right consultant for the City of Compton

Summary of Scope of Services (Detailed Task Breakdown)

Street Rehabilitation Project

City of Compton + Designer + Contractor + Environmental + Public Outreach + Community + Businesses

Pre-Construction Phase	Construction Phase	Post-Construction Phase
Objectives: ✓ Minimize Errors in Contract Documents ✓ Minimize Contract Change Orders	Objectives: ✓ Successful Completion of the Project ✓ Project Completed on Schedule + Budget ✓ Achieved Positive Public Perception	Objectives: ✓ Achieve Broad-Based Project Records that meet the requirements of the City and its Funding Agencies with sufficient information to defend against construction claims and comply with funding reimbursement regulations

Task 1-Significant Elements:

- Perform Constructability Review
- Pre-construction Coordination with City and Designer of Record
- Prepare Community Outreach Plan
- Prepare Master Schedule, Schedule Support and Update
- Initiate Project setup using RE pending file
- Conduct Pre-condition Surveys and Biological (photos / documentation)
- Coordinate that all proper permits have been obtained by City, contractor, or
- Responsible party; including NPDES permit
- Assist with Bid Phase Support
- Contract Award: Bid Analysis and Award Package
- Environmental permit review and notifications prior to start of construction
- Project Kick Off Meeting
- Review Baseline Schedule
- Project Pre-Construction Conference
- Coordinate ground breaking ceremony

Task 2-Significant Elements:

- Manage Information System
- Review of Traffic Management Plans (Detours, Closures, staging plans)
- Conduct Meetings, Maintain minutes of all Conferences/Meetings
- Analyze and resolve Management issues
- Monitor Contractor's Schedule
- Monitor Project Funding, manage cost control
- Cost Engineering and independent estimates for all change orders
- Resolution of Claims and Disputes
- Quality Assurance and Control Inspection
- Public Relations/Public Outreach
- Project Environmental Coordinator - Permit compliance, MMRP, SWPPP and Hazardous
- Review Progress Payments and prepare invoices to the City
- Quality Assurance and Control Inspection
- Materials Testing and Support Services
- Maintain daily inspector's reports
- Maintain copies of all reports and records available at the project site
- Document existing conditions
- Coordinate labor Compliance, DBE Monitoring, Certified Payrolls, check Prevailing Wage
- Maintain photo records throughout the project life (pre, during, and post construction)
- Maintain potential claims log
- Coordinate with projects in the area
- Monitor Contractor's Safety Plan
- As-Built Drawings (Ongoing)



Task 3-Significant Elements:

- Develop, track, and manage punch list
- Contract Closeout
- Prepare Change Order Summary, final detailed estimate, project acceptance
- Provide claims management and resolution
- Establish a record file
- Finalize As-Built Drawings (Red Line)
- Prepare status report for close-out
- Coordinate ribbon cutting ceremony
- Provide City complete project close out files
- Obtain operation manuals, warranties, guarantees from Prime/Subs

Construction Management Deliverables

- FTP site for all files
- Review shop drawings and Submittals, Design Clarifications
- Submittal Log
- Progress Payment
- Daily Observation Reports
- Weekly attendance at Construction coordination Meetings
- Meetings agendas and Minutes
- RFI and RFIs log
- Accident Reports, Safety Reports
- Prepare Change Orders/estimates for City Approval and maintain a CCO Log
- Schedule Review and Dispute/Claims Resolution Reports
- Budget Reports and Cost Estimate review
- Contract Document interpretation, clarification, and supplementary instructions
- Detailed Photographic History of all phases of work, traffic control and extra work
- Public Outreach- Verbal/written Notices to Businesses/Residents
- Punchlist for final completion
- As-Built drawings received from Contractor
- Final Progress Payment/ Certificate of Final Completion
- Final Projects Document Distribution to City

Safety Oversight

Develop Job Specific Safety Plan • Comply with California Construction Safety Orders • Provide Safety Equipment for Personnel • Implement Safety Plan/Tailgate Session • Provide Safety Training for Field Staff • Safety Awareness Environment

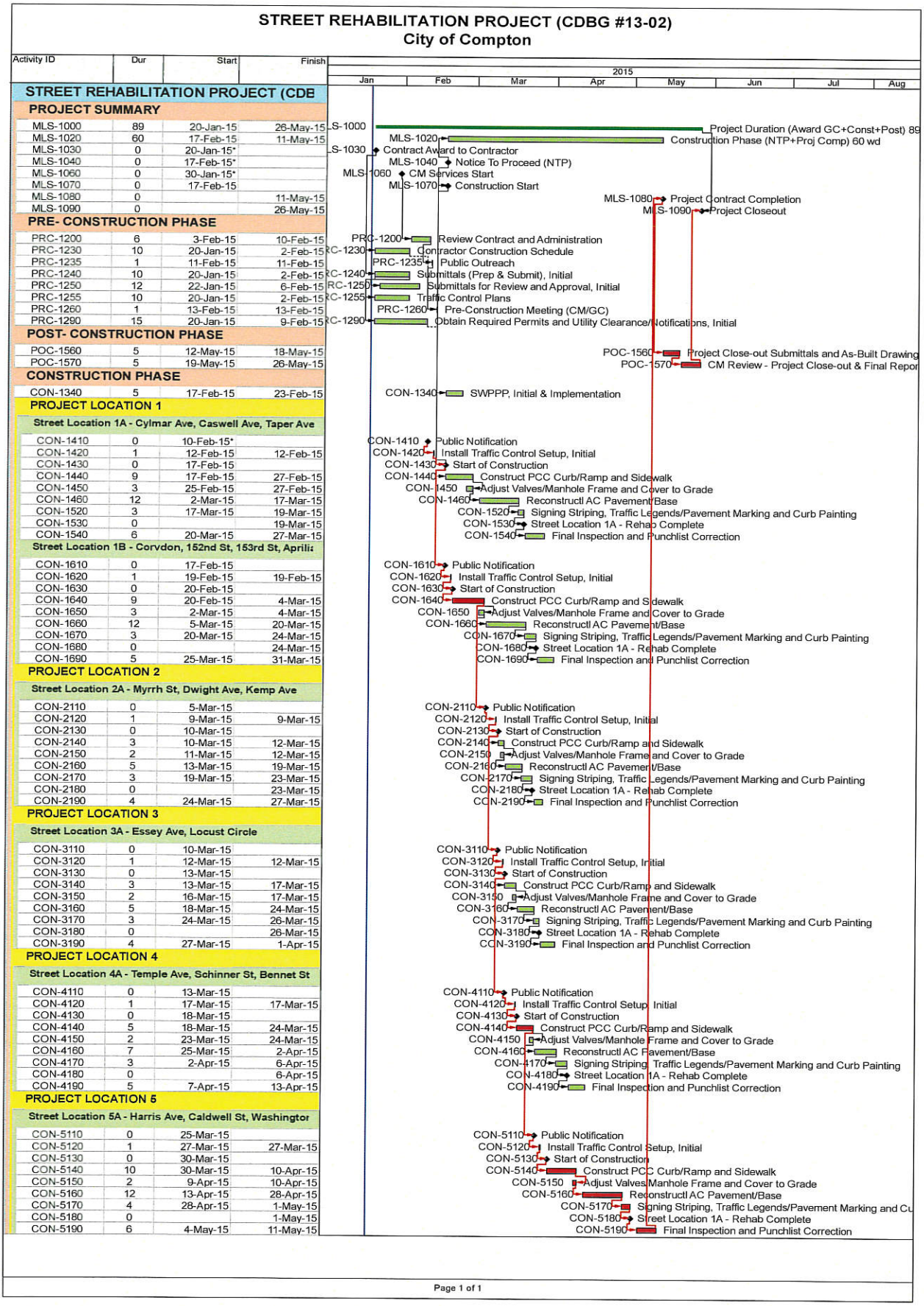
Public Affairs

Effective Means of Communication (Web-Based Tools) + Timely Dissemination of Construction Information and Construction Activities + Public Presentation

D Proposed Schedule of Work

The Schedule of Work, Figure D-1, is shown on the following page.

Figure D-1 Schedule of Work



E Fee Schedule

The Fee Schedule is enclosed under separate cover.

F Consultant's Use of Disadvantaged Business Enterprise Firms

The Proposed RFP requested DBE utilization for the project. IMS has added Geo-Environmental, Inc, a DBE firm, to perform material testing operation for this project. Geo-Environmental Inc.(GEI) has ongoing/previous City project experience and is familiar with the City.

.n addition, GEI staff has extensive experience with local public works projects within southern California and has provided services to MWD, OCWD, Caltrans and many other local cities, including the City of Compton.

IMS is proud to add GEI as a teaming partner to gain greater DBE participation for this project.

GEO-ENVIRONMENTAL, INC.
Caltrans Certified
DBE Firm

November 5, 2014

Jay Shah, P.E.
IMS Consultants
18502 Bainbrook Court
Cerritos, CA 90703

Subject: **Letter of Commitment to provide Inspection and Materials Testing Services for the Street Rehabilitation Project, CDBG No. 13-02 City of Compton, Los Angeles County, California**

Dear Mr. Shah:

We are pleased to join your team as a subconsultant for the Street Rehabilitation Project requiring Construction Management and Inspection Services. We offer strong relevant experience of providing Soils and Materials Testing services with our Caltrans Certified Technicians and Caltrans Certified Laboratory, and my personal commitment to provide both the City of Compton (City) and your firm all the appropriate resources to carry out the work successfully on each task assigned to our firm.

Geo-Environmental, Inc. (GEI) founded in 1993, is a ***State of California certified Small Business Enterprise (SBE), Los Angeles County Metropolitan Transportation Authority (METRO) certified Small Business Enterprise (SBE), Metropolitan Water District of Southern California certified Small Business Enterprise (SBE), County of Los Angeles certified Community Business Enterprise (CBE), City of Los Angeles Department of Building and Safety (LADBS) certified agency***, and ***Disadvantaged Business Enterprise (DBE)*** firm for the States of ***California and Nevada (certified by California Unified Certification Program (CUCP) and also, certified by Caltrans and NDOT, respectively)***. **Our soils laboratory is LADBS & Caltrans certified, as are several of our Technicians.** We are fully committed throughout the project duration to provide these services to you if your firm is awarded the contract.

GEI is particularly strong in providing inspection, and soils and material testing services, especially for freeway interchange, road and street reconstruction and parking lot. Currently we are providing these services for the construction of a large parking lot at the ILWU Dispatch Hall in Wilmington for Pacific Maritime Association and also for OMNITRANS San Bernardino Express Bus Rapid Transit project in San Bernardino as a sub-consultant to Jacobs.

GEI prides in its communication skills. We interact well with the governing agencies including the County of Orange, County of Los Angeles, City of Los Angeles and Caltrans for obtaining approval of our geotechnical investigation reports. Last year we prepared a geotechnical investigation report for the gangway structures at Marina Del Rey for AvalonBay Communities. The approval of our report by the County of Los Angeles was a smooth sailing experience. After the approval of the report, we provided inspection during the installation of micro-piles needed to mitigate soil liquefaction problems. For the approval of our geotechnical investigation report prepared for I-5 & Sand Canyon Avenue Interchange Improvements (City of Irvine, Orange County) we interacted with Caltrans District 7 and District 12. The Interchange Improvements are under construction. We have a three year contract with Southern California Edison (SCE). As part of that Contract, one of our Geotechnical Engineers is stationed in SCE's office in San Dimas serving as an extension of SCE's Staff. In addition, **GEI has performed many geotechnical investigations in the City of Costa Mesa. Recently, GEI performed the geotechnical investigations along alleys 010, 044, 104 and 17th Street. Few years ago, GEI evaluated the soil conditions along Howard Way, Century Place,**

IMS Consultants
Construction Management & Inspection Services for the 2014 Street Resurfacing Project
November 5, 2014

and 16th Street in the City of Costa Mesa. GEI's reports provided the required recommendations for the rehabilitation of these street segments.

We highly value the respect provided to us for our expertise and experience. We performed the third party review of the Geotechnical Investigation Report prepared by a large Geotechnical Engineering Firm for the expansion of Freeway 91. We provided these services to Orange County Transportation Authority (OCTA). We also performed the third party review of the Geotechnical Investigation Report prepared by another firm for the High Speed Rail, Los Angeles to Anaheim Section (LOSSAN).

We are confident that GEI is highly qualified to help **IMS Consultants** with geotechnical engineering and inspection services due to our vast experience. At GEI, we value and pride ourselves on providing the utmost quality from start to completion of any project, regardless of its size.

We appreciate this opportunity and look forward to providing **IMS Consultants** our professional services. Should you have any questions, please do not hesitate to contact me at (949) 263-8334, extension 22 or email fsiddiqi@geo-environmental.com.

Respectfully Submitted

Geo-Environmental, Inc.

Farhat Siddiqi, PhD, PE
Principal Engineer

Attachment: DBE Certificate

CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

GEO ENVIRONMENTAL, INC.

1720 EGARRY AVE SUITE 215
SANTA ANA, CA 92705

Owner :FARHAT H. SIDDIQI
Business Structure : CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 541330 Engineering Services
541618 Other Management Consulting Services
238990 All Other Specialty Trade Contractors
541690 Other Scientific and Technical Consulting Services

Work Category Code(s)

A0780	LANDSCAPE & HORTICULTURAL SERVICES	C0612	SAFETY
C8700	CONSULTANT	C8701	BUSINESS ADMINISTRATION
C8702	MANAGEMENT INFORMATION SYSTEMS	C8703	TRAFFIC ENGINEER

Licenses

EC Civil Engineer

UNIFIED CERTIFICATION PROGRAM

CERTIFYING AGENCY:

ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
550 SOUTH MAIN STREET, PO BOX 14184
ORANGE, CA 92863 1584
(714) 560-5620

UCP Firm Number : 22783

Tina Giles Potter
CUCP OFFICER

December 27, 2006

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
IMS CONSULTANTS

This **AGREEMENT** is entered 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 **IMS Consultants** (hereinafter referred to as **"CONSULTANT"**), located at 18502 Bainbrook Court, Cerritos, California 90703.

RECITALS:

WHEREAS, the City will be implementing the Street Rehabilitation Project – CDBG #13-02), a street rehabilitation project for various areas of the City to install hot asphalt concrete mix on existing pavement, remove and replace failed asphalt concrete areas, install accessible ramps, improve curbs, gutters, sidewalks, driveways, replace traffic loops and street signs, and minor associated work; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Street Rehabilitation Project; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of December 2014, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (IMS Consultants) to provide construction management and construction inspection services on the Street Rehabilitation Project; and

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

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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 be responsible for providing professional construction management and construction inspection services relative to the Street Rehabilitation Project (CDBG 13-02). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase I: Pre-Construction

- Develop Public Outreach Program Procedures

- Develop Independent Baseline Schedule
- Pre-Construction Condition Documentation

Phase II: Construction

- Construction Contract Administration – Implement Construction Management Plan (CMP) and Quality Assurance Program (QAP)
- Communication
- Weekly Meetings
- Records + Submittals
- Progress Payments
- Progress Reports
- Project Budget Management
- Change Orders, Requests for Quotes
- Maintain Effective Public Outreach Program
- Construction Engineering and Inspection – Monitor Construction Schedule
- Material Testing – QA and QC Services
- On-Going Labor Compliance and DBE Monitoring
- As-Built Drawings/Final Project Report
- Claim Avoidance and Mitigation

Phase III: Post-Construction

- Construction Substantially Complete
- As-Built Drawings
- Contract Closeout

As more fully described in the City's **"Request for Proposals for Construction Management & Inspection Services – Street Rehabilitation Project (CDBG 13 -02)"** and in Consultant's **"Proposal to Provide Construction Management Services for the Street Rehabilitation Project CDBG 13-02"** dated November 20, 2014, both of which are 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. Consultant agrees to perform all the said services and to the extent not furnished by the City, 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 performing services pursuant to provisions of this Agreement.

Jay Shah, P.E., Vice President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. Consultant is required to provide full-time construction management and inspection services prior to start of construction, during the course of construction and post construction services. Completion of Consultant's construction management and inspection services may be based on the progression of the construction work.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal 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.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** dated November 20, 2014 and incorporated herein. 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.

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.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Nineteen Thousand Nine Hundred Sixty Dollars ($119,960.00).**

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(s) 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-designated 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. 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. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. 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 ten (10) 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.

17. 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 than lockout by Consultant), 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 Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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.

Jay Shah, P.E., Vice President **(Date)**
IMS Consultants

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:
IMS Consultants
18502 Bainbrook Court
Cerritos, California 90703
Attn: Jay Shah, P.E., Vice President
(562) 677-5448

TO CITY:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – fax.

With copy to:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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.

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.

IMS CONSULTANTS/CONSULTANT

Dated: _____ **By _____**
Jay Shah, P.E., Vice President

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By _____**
Johnny Ford, City Manager

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 ACCEPTING THE PROPOSAL OF IMS CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CBDG #13-02) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT**

<ManagersName> — DEPARTMENT MANAGER'S SIGNATURE

<ManagersDate> — DATE

REVIEW / APPROVAL

<LegalName> — CITY ATTORNEY

<LegalDate> — DATE

<ControllerName> — CITY CONTROLLER

<ControllerDate> — DATE

<CityManager> — CITY MANAGER

<CityManagerDate> — 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 16, 2014

TO: **MAYOR AND CITY COUNCIL**

FROM: **JOHNNY FORD**
CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SPONSORING A CITY OPERATED GANG PREVENTION AND INTERVENTION PROGRAM**

SUMMARY

This resolution authorizes the establishment of a City operated Gang Prevention and Intervention Program to reduce gang-related crimes, including Part 1 crimes throughout the City, as well as allocate the JAG 2014 funding in the amount of $50,00 that is currently set aside for gang intervention.

BACKGROUND

The City of Compton has 35 different street gang comprised of approximately 6,500 validated gang members. As gang memberships continue to multiply and cross jurisdictional boundaries, rivalries between the various gangs have intensified; thereby resulting in an escalation in violence. Street gangs pose a significant threat to the communities that are forced to live under this scourge of adversity.

The City of Compton relies on the Los Angeles County Sheriff's Department (LASD) for the City's law enforcement services. In fiscal year 2013-2014 the Compton Sheriff's Department investigated a total of thirty-four (34) criminal homicides; twenty-seven (27) of which were gang-related. In addition, there were several thousand Part I crimes committed in the City of Compton during the same period of time; several hundred were gang-related.

STATEMENT OF THE ISSUE

In summer of 2013, Mayor Aja Brown and Compton City Council responded swiftly and held a press conference alongside then Los Angeles County Sheriff Leroy Baca to publicly announce that the crisis would be addressed, as well as the introduction of the City's Community Policing Task Force. Since that time, Mayor Aja Brown and Councilwoman Arceneaux have teamed up to propose that the City develop its own Gang Prevention and Intervention Program, as a first phase to fighting gang related crimes in the City. The Program would entail the development of policies and procedures, goals and strategic steps to meet those goals, as well as identifying target participants and specific program activities. At a later date, a PowerPoint presentation and program guide book will be made available identifying the items listed above.

ALTERNATIVES

As part of providing a higher level of service to our Compton residents, it is preferred that the City develop their own Gang Prevention and Intervention Program. Moving in a different direction such as contracting services for this particular program would prove to be cost ineffective.

FISCAL IMPACT

This resolution has no impact on the General Fund. The City currently has $50,000 allocated for gang prevention and intervention services from JAG 2014 funding. No budget changes are required. The funds have been previously approved and placed into this year's 2014-2015 budget. If the program was approved, City Staff would apply for additional funding and develop partnerships to obtain outside sources to sustain the program.

RECOMMENDATION

Staff recommends that Council adopt the attached resolution to support a City operated Gang Prevention and Intervention Program.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING A CITY OPERATED GANG PREVENTION AND INTERVENTION PROGRAM

WHEREAS, Compton City Council has expressed concern over the City's current gang related crimes in the community; and

WHEREAS, Los Angeles County Sheriff's Department (LASD) investigated a total of thirty-four (34) criminal homicides in fiscal year 2013-2014; twenty-seven (27) of which were gang-related; and

WHEREAS, Mayor Aja Brown and Councilwoman Arceneaux have teamed up to propose that the City develop its own Gang Prevention and Intervention Program, as a first phase to fighting gang related crimes in the City; and

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

Section 1. That the City Council shall implement a Gang Prevention and Intervention Program to reduce gang-related crimes, including, but not limited to, Part 1 crimes throughout the City .

Section 2. That, as a part of the Gang Prevention and Intervention Program implementation, staff shall develop policies, procedures, goals and strategic steps as well as identify target participants and specific program activities.

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Clerk, and City Manager's Office.

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 adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the 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-

_____
CITY CLERK OF THE CITY OF COMPTON

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
224570	11/26/14	EC & AM Assoc. dba GK & Assoc.	City-wide Traffic Signal Upgrade Project	$5,200.00	$41,800.00
Requested by Public Works Dept					
224580	11/26/14	General Pump Company Inc	Payment for repairs and maintenance to Well 11	$4,360.00	$93,217.40
Requested by City Manager's Office					

I hereby certify that the above demands in the amounts of $ 9,560.00 were approved at a regular meeting of the City Council and reject _____ as of December 16, 2014.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on December 16, 2014 allowed the above demands.

_____
Alita Godwin
City Clerk

#13.

GK & Associates
3333 Brea Canyon Road, Ste, 120
Diamond Bar, CA 91765
www.gkandassociates.com

August 31, 2014 SEP 0 9 2014

Mr. John Strickland
City of Compton Public Works Department
205 S Willowbrook Avenue
Compton, CA 90220

SMALL BUSINESS & DVBE SERVICES CALIFORNIA PROMPT PAYMENT 1022098

INVOICE 14-099 - A

City of Compton: CIP 06-06C & 06-06R

Provide professional public works construction management and inspection services for Citywide Traffic Signal upgrade Project, CIP 06-06C & 06-06R.

Service Period: August 1, 2014 – August 31, 2014

Labor Category		Date	Rate	No. of Hours	Total
CM / Inspector	Peterson	8/1/14 - 8/31/13	$100.00	88.0	$8,800.00
CM / Inspector	Peterson	8/1/14 - 8/31/14	$100.00	72.0	$7,200.00
Total Amount Due					~~$16,000.00~~

$15,000 Paid 9-17-14
Check # 223429 Dj.
$1,000

We appreciate the opportunity to provide services on this project for the City of Compton. Please give us a call if you have any questions or need additional information.

Sincerely,
EC&AM Associates, Inc.
DBA GK & Associates

Ghazala Khan

Ghazala Khan
President

OK TO PAY

GK/lg

#13.

OCT 14 2014

3333 Brea Canyon Road, Ste, 120
Diamond Bar, CA 91765
www.gkandassociates.com

September 30, 2014

Mr. John Strickland
City of Compton Public Works Department
205 S Willowbrook Avenue
Compton, CA 90220

INVOICE 14-104

City of Compton: CIP 06-06C & 06-06R

Provide professional public works construction management and inspection services for Citywide Traffic Signal upgrade Project, CIP 06-06C & 06-06R.

Service Period: September 1, 2014 – September 30, 2014

Labor Category		Date	Rate	No. of Hours	Total
CM / Inspector	Peterson	09/1/14-09/30/14	$100.00	34.0	$3,400.00
			Total Amount Due		**$3,400.00**

We appreciate the opportunity to provide services on this project for the City of Compton. Please give us a call if you have any questions or need additional information.

Sincerely,
EC&AM Associates, Inc.
DBA GK & Associates

Ghazala Khan

Ghazala Khan
President

OK TO PAY

GK/lg

Tele: 909-595-1940, Fax: 909-595-1314, Email: GKhan@GKandassociates.com

NOV 10 2014

GK & Associates
3333 Brea Canyon Road, Ste, 120
Diamond Bar, CA 91765
www.gkandassociates.com

October 31, 2014

Mr. John Strickland
City of Compton Public Works Department
205 S Willowbrook Avenue
Compton, CA 90220

SMALL BUSINESS & DVBE SERVICES
CALIFORNIA PROMPT PAYMENT
1022098

INVOICE 14-126

City of Compton: CIP 06-06C & 06-06R

Provide professional public works construction management and inspection services for Citywide Traffic Signal upgrade Project, CIP 06-06C & 06-06R.

Service Period: October 1, 2014 – October 31, 2014

Labor Category		Date	Rate	No. of Hours	Total
CM / Inspector	Peterson	10/1/14-10/15/14	$100.00	2.0	$200.00
CM / Inspector	Peterson	10/16/14-10/31/14	$100.00	6.0	$600.00
			Total Amount Due		**$800.00**

We appreciate the opportunity to provide services on this project for the City of Compton. Please give us a call if you have any questions or need additional information.

Sincerely,
EC&AM Associates, Inc.
DBA GK & Associates

Ghazala Khan

Ghazala Khan
President

OK TO PAY

GK:lg

#13.

GENERAL PUMP COMPANY
WATERWELL & PUMP SERVICE SINCE 1952
159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773
PHONE: (909) 599-9606 FAX: (909) 599-6238
LICENSE: 496765

INVOICE

INVOICE NO.	23830
INVOICE DATE	09/30/2014
CUSTOMER NO.	174
CUSTOMER P.O.	E00381
CONTRACT NO.	RESOL 23,978

BILL TO: CITY OF COMPTON
205 S. WILLOWBROOK
P.O. BOX 5118
COMPTON CA 90221

ATTN: TANA MCCOY

JOB NO: 12823
PROJECT: WELL 11

ok to pay
CB

SALESPERSON:	SALES TAX CODE:	TERMS:	DUE DATE:
190	19	30DY	10/30/2014

Description	Amount
ADDITIONAL SHOP LABOR REMOVE TOP COLUMN FROM HEAD, REMOVE TOP COLUMN FLANGE CLEAN TOP COLUMN & FLANGE CLEAN TAPPED HOLES & REGISTER FITS INSTALL TOP COLUMN FLANGE WITH NEW BOLTING SET UP, MACHINE, THREAD & KEY HEAD SHAFT, POLISH & BALANCE REBUILD HEAD WITH STUFFING BOX ASSEMBLE CITY PRELUBE LINE TO HEAD MOUNT WATER LEVEL GAUGE & FITTINGS INSPECT & PAINT DISCHARGE HEAD AFTER SANDBLAST DRILL DISCHARGE HEAD FOR PVC SOUNDING TUBE TRANSPORT HEAD TO & FROM SANDBLASTER UNLOAD, DISPOSAL, HANDLING, LOAD OUT OF CUSTOMER'S MATERIALS	
SHOP LABOR - 54.5 HRS @ $80	4,360.00

Paid By
V/# 10007697
E00799
G/L # 5000-88-0000-4332
J/C #

Thank you for your prompt payment!

GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE. WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO: General Pump Company
159 N. Acacia Street
San Dimas, CA 917[illegible]

NON-TAXABLE AMOUNT:	4,360.00
TAXABLE AMOUNT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	4,360.00
RETENTION:	0.00
AMOUNT PAID:	0.00
AMOUNT DUE:	**4,360.00**