

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 13, 2015 5:45 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CITY OF COMPTON 62ND ANNUAL CHRISTMAS PARADE AWARDS
PRESENTATION (4:00 p.m.)

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

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

2. A REQUEST TO SCHEDULE A PUBLIC WORKSHOP FOR COMMUNITY BENEFIT AGREEMENTS AND DEVELOPMENT AGREEMENTS

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: City Manager
Employee Organizations: Compton Management Employees Association
(CMEA)/AFSCME Local 2325
Local Union of Municipal Non-Supervisory
Employees
(LUMNSE)/AFSCME Local 3947
Pursuant to California Government Code Section 54957.6

UNFINISHED BUSINESS

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO BUCKNAM INFRASTRUCTURE GROUP, INC. TO PROVIDE ADDITIONAL WORK FOR THE PAVEMENT MANAGEMENT STUDY (PMS) THAT WAS PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS (\$104,947.90)
5. 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 EVAN BROOKS ASSOCIATES TO PREPARE AND SUBMIT THREE GRANT APPLICATIONS FOR THE CITY OF COMPTON (\$56,100)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 20, 2015 @ 3:30 PM.

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

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

January 13, 2015

TO: MAYOR AND CITY COUNCIL

FROM: JOHNNY FORD
CITY MANAGER

SUBJECT: CITY OF COMPTON 62ND ANNUAL CHRISTMAS PARADE AWARDS PRESENTATION

The Parks and Recreation Department will conduct the City of Compton 62nd Annual Christmas Parade Awards Presentation on Tuesday, January 13, 2015 at 4:00 pm in the Council Chambers.

The Parade Committee will present awards in the following categories:

- Bands
- Drill Teams
- Drum Squads
- Novelty Groups
- Community Marching Units
- Equestrian Units

For questions or additional information, please contact George Penn, Director Parks and Recreation Department at (310) 605-5688.

Thank You

A handwritten signature in blue ink that reads "Johnny Ford". The signature is written in a cursive, flowing style.

JOHNNY FORD
CITY MANAGER

RESOLUTION SIGN-OFF FORM

DEPARTMENT: CareerLink

RESOLUTION TITLE: The Parks and Recreation Department will conduct the City of Compton 62nd Annual Christmas Parade Awards Presentation on Tuesday, January 13, 2015 at 4:00 pm in the Council Chambers.

Kimberly McKenzie
DEPARTMENT MANAGER’S SIGNATURE

12/30/2014 9:34:01 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/6/2015 3:41:56 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/6/2015 9:59:19 AM
DATE

Johnny Ford
CITY MANAGER

1/5/2015 4:15:43 PM
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.

January 13, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, PLANNING MANAGER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC WORKSHOP FOR
COMMUNITY BENEFIT AGREEMENT AND DEVELOPMENT
AGREEMENTS

SUMMARY

Staff is requesting the City Council to schedule a workshop on Community Benefit Agreements and Development Agreements for Tuesday, January 20, 2015 at 3:35 p.m.

ROBERT DELGADILLO, PLANNING MANAGER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

JOHNNY FORD
CITY MANAGER

January 13, 2015

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 FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO BUCKNAM INFRASTRUCTURE GROUP, INC. TO PROVIDE ADDITIONAL WORK FOR THE PAVEMENT MANAGEMENT STUDY (PMS) THAT WAS PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS (\$104,947.90)

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from Bucknam Infrastructure Group, Inc., authorizing the City Manager to enter into a professional services agreement and issue a purchase order to Bucknam Infrastructure Group, Inc. (Bucknam) to provide additional work on the remaining components of the Pavement Management Study (PMS) that was performed on all roads within City limits.

BACKGROUND

The City maintains approximately 173 centerline miles of pavement within City limits. In March 2013, the Public Works and Municipal Utilities Department staff advertised a Request for Proposal soliciting proposals from qualified consulting firms to evaluate the pavement condition of the City's roadway network, update its Pavement Management System and recommend a plan for the City to engage pavement rehabilitation. Qualified firms were expected to use the inventory/condition data collected to develop a multi-year program that recommends a strategy and rehabilitation methodology from street maintenance to rehabilitation. On May 1, 2013, six (6) proposals were received. Bucknam Infrastructure Group, Inc. located in Oceanside, CA, was deemed the most qualified proposal.

From October 2013 to June 2014, Bucknam performed the Pavement Management Study, which included a digital roadway imaging survey that covered the entire City. This effort allowed for the initial Pavement Management Program (PMP) condition analysis and the initial Geographic Information System (GIS) development for additional infrastructure asset collections. These additional assets, which are still being collected, includes a Citywide survey to capture data for: street signage, catch basins, curb markings, street light poles, manhole covers, water valve covers, fire hydrants, and crosswalks.

The PMP report has been finalized and received by City staff. All PMP data, GIS data mapping and the electronic MicroPAVER database are ready for delivery to the City. Staff will shortly be bringing the PMP to Council for adoption.

Bucknam has completed 76% of the sign inventory data collection. As of August 25, 2014, they have collected 10,321 signs. It was initially estimated that there were a total of 9,000 signs City-wide. Per current data collection totals, Bucknam now projects that the entire sign collection inventory will reach a total of 13,500 streets signs. The remaining assets listed above are currently at a 20% collection total. Once the additional assets are collected, Bucknam can prepare the final GIS shapefiles (data layers) and datasets for delivery to the Department.

STATEMENT OF THE ISSUE

On September 3, 2013, the City Council voted to approve entering into a professional services agreement with Bucknam in the amount of \$162,199 for the purpose of performing the Pavement Management Study on all roads within the City limits. The Professional Services Agreement expired June 2014. On August 25, 2014, Bucknam submitted a proposal to provide additional work on components of the PMS.

The City-wide street sign inventory of 9,000 signs was underestimated. After the initial inventory work started, there are approximately 3,500 additional signs to be collected. Bucknam has requested an additional \$68,179 to complete the sign inventory efforts. With this additional sign request, and compiling of the street sign database inventory, Bucknam will deliver a web-based application of street assets inventory that would be hosted through the consultant's company web-site. Powered and hosted by ESRI's ArcOnline, Bucknam will allow City staff access to its City-wide asset inventory and be able to edit specific data remotely. No GIS software would be required, but the data is easily accessible and editable through GIS software if desired in the future.

ALTERNATIVE

If the City chooses not to award a contract to Bucknam Infrastructure Group, Inc., for the purposes of the additional work on the Pavement Management Study, the project will be incomplete, which will negatively impact the City's current efforts in regards to its pavement rehabilitation program.

FISCAL IMPACT

Staff is requesting additional funding in the amount of \$68,179 to provide additional work for the remaining components of the PMS. In addition, there are currently outstanding invoices due and payable for Bucknam in the amount of \$36,768.90.

**Pavement Management Study
January 13, 2015
Page Three**

Funds in the amount of \$104,947.90 are available in the Public Works Fiscal Year 2014-2015 budget, Account No. 1900-710-000-4262. This project is utilizing Prop C grant funding, thus there will be no impact to the General Fund. Balance to date in account is \$250,000.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO BUCKNAM INFRASTRUCTURE GROUP, INC. TO PROVIDE ADDITIONAL WORK FOR THE PAVEMENT MANAGEMENT STUDY (PMS) THAT WAS PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS (\$104,947.90)

WHEREAS, the City maintains approximately 173 centerline miles of pavement within the City limits; and

WHEREAS, in March 2013, the Public Works and Municipal Utilities Department (Department) staff advertised a Request for Proposals soliciting proposals from qualified consulting firms to evaluate the pavement condition of the City's roadway network and update its Pavement Management System and on May 1, 2013, a total of six (6) proposals were received and Bucknam Infrastructure Group, Inc. (Bucknam), located in Oceanside, CA, was deemed the most qualified proposal; and

WHEREAS, on September 3, 2013, the City Council voted to approve entering into a professional service agreement with Bucknam Infrastructure Group, Inc. in the amount of \$162,199 for the purpose of performing a Pavement Management Study on all roads within the City limits; and

WHEREAS, from October 2013 to June 2014, Bucknam performed the Pavement Management Study (PMS), which included a digital roadway imaging survey that covered the entire City and allowed for the initial Pavement Management Program (PMP) condition analysis and Geographic Information System (GIS) development and for additional infrastructure asset collections; and

WHEREAS, it was previously projected that there would be a total of 9,000 signs across the City, however, according to current collection totals, Bucknam is now projecting that a 100% complete sign collection will reach a total of 13,500 signs; and

WHEREAS, currently, Bucknam is 76% complete with collecting the sign inventory and as of August 25, 2014, they have collected 10,321 signs; and

WHEREAS, the remaining assets are currently at a 20% collection total and once the additional assets are collected, Bucknam can prepare the final GIS shapefiles and datasets for delivery to the Department; and

WHEREAS, the Professional Services Agreement with Bucknam Infrastructure Group, Inc. expired June 2014 and on August 25, 2014, Bucknam Infrastructure submitted a proposal to provide additional work on components of the PMS; and

WHEREAS, due to the projection of 9,000 signs across the City, which was low, and with approximately 3,500 additional signs to be collected, Bucknam is requesting an additional \$68,179 to complete the sign inventory effort; and

WHEREAS, staff has requested that the City Manager be authorized to enter into another agreement with Bucknam and provide additional funding in the amount of \$68,179 to provide additional work for the remaining components of the PMS; and

WHEREAS, there are also outstanding invoices due and payable to Bucknam in the amount of \$36,768.90; and

WHEREAS, funds in the amount of \$104,947.90 are available in the Public Works/Municipal Utilities Fiscal Year 2014-2015 budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional service agreement with Bucknam Infrastructure Group, Inc., to provide additional work for the Pavement Management Study to be performed on all City roads within the City limits.

SECTION 2. That a purchase order in the total amount of \$104,947.90 is authorized to be issued, which includes the amount of \$36,768.90 in outstanding invoices owed.

SECTION 3. That funds in the amount of \$104,947.90 are available in the Public Works/Municipal Utilities Department’s 2014-2015 Fiscal Year budget in Account No. 1900-710-000-4262.

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 _____, 2015.

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

Resolution No. _____
Page 3

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 on the _____ day of _____, 2015.

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

AYES: COUNCIL MEMBERS—
NOES: COUNCIL MEMBERS—
ABSTAIN: COUNCIL MEMBERS—
ABSENT: COUNCIL MEMBERS—

CITY CLERK OF THE CITY OF COMPTON

September 8, 2014

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

Subject: Proposal for Extension of Existing Pavement / Infrastructure Management Program – 2014

Dear Glen:

It is our pleasure to submit our proposal to continue to assist the City of Compton in the proactive management of your Pavement Management Program (PMP) and other citywide assets. With our recent 2013-14 pavement management study completed, the City is looking to continue the process of moving toward a stronger infrastructure management program through advanced street & right-of-way inspections, infrastructure software's, Capital Improvement reporting (CIP) and GIS development.

Bucknam Infrastructure Group, Inc. has identified a proactive and cost efficient method to assist the City in implementing a successful infrastructure program. Our team will focus our current Compton working knowledge, extensive Los Angeles County-Southern California experience and GIS/GPS technologies to optimize the City's Public Works dollars by implementing a manageable and reliable IMP.

Our project staff can be relied upon to provide outstanding service to the City because we will provide:

- ❖ Recent completion of the City's pavement management program (PMP); on-going street & right-of-way inventories (i.e. signs, catch basins, manholes, etc.)
- ❖ Proactive communication and management as your
- ❖ Local-Los Angeles County knowledge and experience gained through our management of 70 local agency infrastructure programs within Southern California; **Mr. Peter Bucknam is currently serving as Project Manager for numerous Los Angeles local agency PMP projects (i.e. Rancho Palos Verdes, Pico Rivera, Palmdale, Alhambra, Hermosa Beach, Culver City, Diamond Bar, La Habra Heights, Arcadia, Rosemead, El Segundo, Lomita, Sierra Madre)** and he has personally managed over 200 IMP projects over the past fifteen years

BUCKNAM INFRASTRUCTURE GROUP, INC.

3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6525 F. 760-216.6549 www.bucknam.net

#4.

- ❖ Project/engineering experience that brings the understanding that Public Works inventory results are not limited to condition results alone; we proactively use the available data to enhance budget forecasting, project planning and maintenance zone development
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys
- ❖ Professional Engineering experience through our Principal/Lead Engineer, Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies and brings a tremendous amount of relative pavement management knowledge to this project.
- ❖ Cost effective GIS web-based management solutions that fit current and future Public Works GIS needs. Our staff excels in the assessment, implementation and management of local agency GIS programs and serves as extension of Public Works GIS staff for numerous local agencies.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Compton will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective infrastructure management program. Our handpicked management/technical professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

Our proposed fee will honor the original rates associated with previous contract.

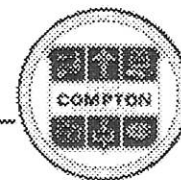
Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
Project Manager

Scope of Work



Scope of Services

We have defined a detailed scope of work in accordance to the City's goals;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)
5. Optional Tasks (GIS Management Services/ On-Call Services)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful infrastructure management program truly resides in frequent communication and timely scheduled data updates. For the City of Compton it will be essential to establish, up front, the Public Work and Maintenance department IMP priorities. We have initially met with City staff to discuss the extension of our infrastructure management services that originated with the City's pavement management program study.

For this project, our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, finalization of the scope of work and the review of schedule and budget. This effort will build consensus between the Public Works and other departments as well as build stronger IMP, GIS and maintenance programs.

Bucknam has identified and demonstrated where our previous street & right-of-way (ROW) data collection efforts were left off; with the notice to proceed our staff will continue to collect the necessary data to complete the numerous infrastructure assets identified within the previous PMP project; data accuracy and knowledge will be essential for this project.

Our staff already has the necessary data pertaining to the City's street segmentation, ROW's and boundaries.

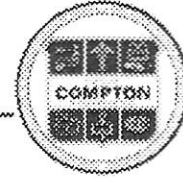
Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings)
- Field review meetings
- Monthly progress status reports will be delivered to City project manager

Scope of Work



Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. There are numerous infrastructure assets that were previously being collected and will be collected under this project; 10 percent (21 miles) of the original surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting the define asset location and attributes along all public street segments. **Since we are collecting infrastructure assets from the City's Digital Roadway Imaging set (previously collected by Bucknam's PMP project), our staff will perform several "GIS" quality control tests within the infrastructure management software using a sample set of the City of Compton's street & ROW data.** This will ensure that all data collected will work seamlessly with the City's GIS program and other legacy maintenance management systems.

Registered Engineer / Lead Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and final reports incorporating the results of our infrastructure evaluations.

Deliverable: Monthly Project Status reports, field review and project status meetings

2) Client Satisfaction

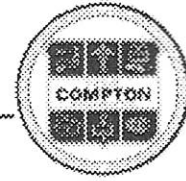
TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Street Maintenance departments.

Project success is created by delivering on three main factors; 1) Adherence to scope tasks and deliverables, 2) Performing to the standard set by the Project Schedule and 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project.

Deliverable: Project Status Updates, as stated in Task 1.2

Scope of Work



3) Project Schedule

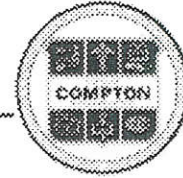
TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (Project Manager, GIS Planner and three (3) field technicians will drive the proactive schedule).

Based on the scope of work shown above, our staff will be able to meet and exceed the City's project schedule.

- Extension project kickoff – October 8, 2014
- Sign and other asset survey completion – November 28, 2014
- Delivery of draft final GIS data – December 3, 2014
 - City review and comments returned to Consultant
- Delivery of final GIS data – December 10, 2014
- Delivery of ArcGIS Online services (if selected) – December 17, 2014
- GIS Operations & Maintenance Services Implemented (if selected) – December 17, 2014

Scope of Work



4) Scope of Work (Major Tasks)

TASK 4.1: Conduct Street & Right-of-Way Condition Surveys

Through our previous PMP project with the City (2013-14) Bucknam delivered a citywide Digital Roadway Imaging set that allowed for the collection of pavement distresses and other ROW assets. Bucknam performed and delivered a complete citywide PMP study as well as initiated the required collection of other ROW assets. These ROW assets included:

Signs	Water Valve Locations
Catch Basins	Pavement Markings
Curb Markings	Fire Hydrants
Street Lights	Manhole Covers

As of August 2014, Bucknam had completed 70% of the citywide sign collection and 20% of all other asset types shown above. Per the City's request, we have been asked to submit this proposal to extend the contractual schedule to June 2015 and to provide completion of this data collection effort. The City's public street and ROW network consists of 219 miles and 1,310 unique street sections; our staff will use the City's current Digital Roadway image set to continue the collection of the assets shown above. Our survey methodologies will include the following approach:

- Collection of identified assets through our Feature Extraction software (using Compton's Digital Roadway Image set)
 - This methodology creates GPS/GIS point / linear locations for found assets as well as definition of asset attributes
- All GIS data created will be delivered in defined thematic mapping (i.e. sign map, catch basin maps, etc.)
- Spreadsheet reports will be created and delivered for all asset types
- Final GIS data will be delivered to the City for incorporation into your GIS Enterprise program

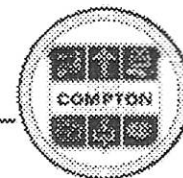
As mentioned above, Bucknam completed 76% of the sign inventory; this effort generated 10,321 sign locations. Our previous contract called for the collection of 9,000 sign locations. As of August 2014, Bucknam met and informed the City of the status of this effort and identified that with a completed citywide sign inventory there would be approximately 13,500 signs found. We have provided a proposed cost within this proposal to complete this effort.

The other assets listed above are currently at 20% completion; we have also identified a proposed cost to complete this work.

Data collection efforts will continue to be performed in-house at Bucknam's office; field quality control checks will continue to be performed at the end of each week. Working GIS maps of our efforts will be available for viewing through our company website / client log-in portal.

Deliverable: Citywide asset GIS mapping, associated spreadsheet reports and GIS data delivered to Compton's GIS Enterprise program

Scope of Work



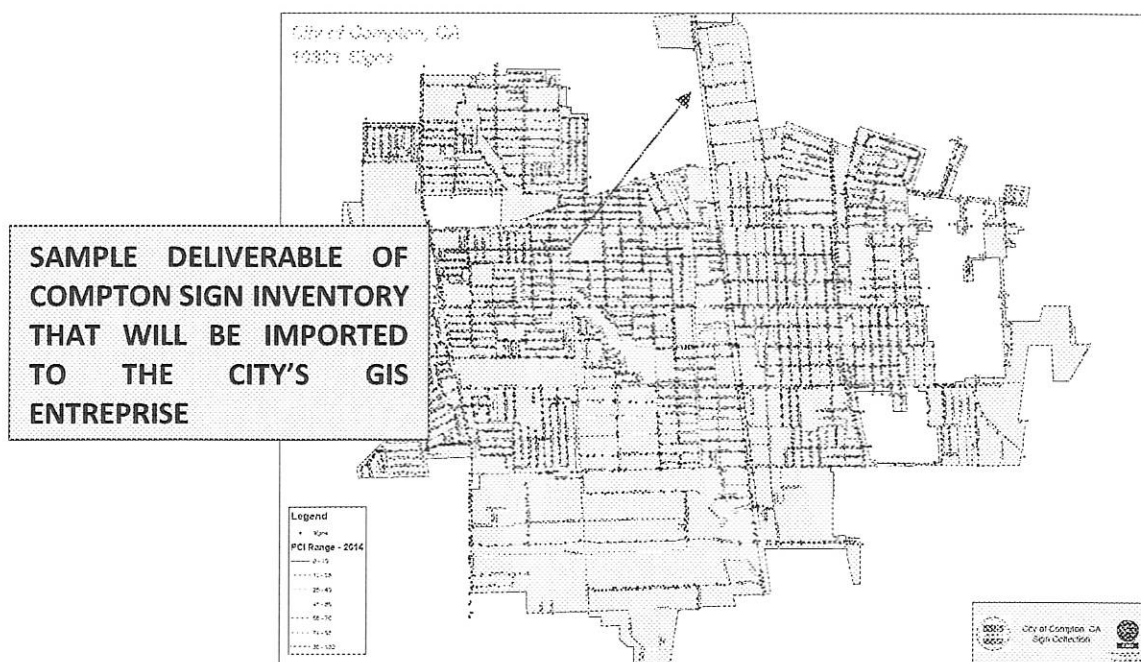
TASK 4.2: Mapping and GIS Deliverables

As specific asset data collections efforts are finalized Bucknam will deliver citywide thematic maps that demonstrate of survey efforts and conditional findings. The assets shown within Task 4.1 will be presented through ESRI ArcMap maps and will be delivered to the City in a project unique file (.mxd). This project file will hold all data collected during this project.

As the Public Works department and the City mature with the development and implementation of a GIS Enterprise Bucknam will deliver this project GIS files to a dedicated Public Works server and/or workstation for City viewing and use. The project files that will be delivered will include a citywide inventory of:

- Signs (all regulatory, warning, guide and street name signs)
- Catch basins
- Curb markings, Pavement markings
- Street lights
- Water valves, Manhole covers
- Fire hydrants

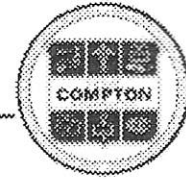
As shown below, over 10,000 signs have been identified through the previous project efforts; we have included an additional optional task that provides the City the ability to immediately review, use and management your GIS data through ArcGIS Online services. Bucknam provides a GIS hosting service supported through ESRI that allows for cost effective GIS implementations.



Deliverable: Complete GIS files/themes based on list above (shapefiles and .mxd project file).

1-6

Scope of Work



Bucknam will host the web-based application on its own servers. City Hall will not be required to use any City resources. Access to the web-based application will be secured through a username/password combination to be assigned to the City.

Additionally, as the GIS Enterprise matures, Bucknam provides record retention services that assess, organize, catalog and scan Public Works plans; these scans are then linked to their associated asset within the mapping service allowing Compton staff to find the asset and see all associated plan sets tied to that location. Bucknam will ensure that all past, current and future CIP GIS data and their links to improvement plans are working and accurate. Our understanding is that the City currently has a majority of the CIP plans “not scanned or cataloged”. Bucknam staff will assess these scans as well as identify what plans need to be scanned. Our staff will place the proper labeling schema onto these plans (if one doesn’t already exist) and catalog them for incorporation in the GIS. At this time we are assuming that there are 9,000 page scans to complete.

TASK 5.2: Annual GIS Management & On-Call Services

Annual GIS Management

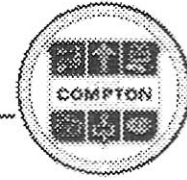
As GIS Operations and Maintenance becomes a necessity within Public Works and other departments, key champions on the City side and consultant side are needed to ensure that your “GIS business plan” is implemented correctly and managed efficiently. Bucknam provides numerous local agency clients with GIS Management & On-Call services that maintain and improve upon their GIS Enterprise on an annual basis.

These services include Core annual projects funded by the lead department and Special projects that are needed but funded by outside departments (i.e. Planning, Fire, etc.). Through these services Bucknam will serve as the “go-to” GIS staff for the Compton Public Works and will champion the management of the following GIS functions:

- GIS staff augmentation (on-site and off-site);
- Core GIS Annual Updates (Public Works Department)
 - Street, ROW, Utilities, Parks, Water, Sewer, Storm Drain GIS, Record Retention (Scanning)
- Special GIS Projects (Public Works Department, as-needed citywide GIS projects)
 - Police, Fire, Planning, Code Enforcement, Building GIS projects

Project priority and delivery are also essential to this success in the coming years. With Bucknam staff working onsite we will immediately be able to assess ongoing GIS projects (internal and with outside consultants), implement solutions to known short-term GIS needs and manage long-term GIS priorities.

Scope of Work



Our services, in general, will include the following:

- Bucknam staff will work with all Compton departments to establish common goals, program objectives, project priorities, and strategic plans within each department and as a whole;
- Bucknam staff will keep the Public Works department informed of situations that would affect the accomplishment of its goals and objectives;
- Coordination of work programs, GIS projects, user requirements and system capabilities;
- Work with the Compton IT group to monitor system hardware performance in order to maximize the efficiency of the equipment and software's; recommendations for hardware and software purchases and updates;
- Coordinate department GIS meetings (quarterly) to ensure that all GIS projects (in-house and contractual) are known, on schedule and delivered in the proper format;
- Coordination with Public Works / IT staff for management of infrastructure-GIS data to GIS Enterprise / ArcGIS Online;
- Preparation of annual "draft" budget needs / reports relating to the Compton GIS Program;
- Seek grant funding for system improvements, new and enhanced databases, digital imagery and other GIS related activities; and
- Bucknam will oversee and perform GIS work relating to the development of user and system-wide applications.

Annual On-Call Services

Bucknam will provide annual support for a period of two years where we will provide quality and accurate use of the pavement and infrastructure data collected during the previous and current project. Once the City has approved the delivery of all report, mapping and GIS data under this year's work effort, this service will become active. Our typical On-Call services include:

- ❖ Additional Public Works CIP budget development, general reporting
- ❖ Additional visual inspections above the mileage amount indicated in Task 4.1
- ❖ Additional pavement / infrastructure management – GIS mapping
- ❖ Additional MicroPAVER / GIS software training, operational use
- ❖ Infrastructure / GIS Operations & Maintenance support – active data management of all GIS assets collected under this project
- ❖ GIS Extension of staff contractual services

The agreement includes the provision of onsite and telephone support for the City staff.

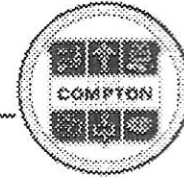
CITY OF COMPTON
Pavement / Infrastructure Management Program 2014
Revised Fee Proposal - November 13, 2014

#4.

	Description	Principal	Project Manager	Assistant Planner	Field Technician(s)	Admin	Total by Task
	Base Fee	\$250/hr	\$170/hr	\$125/hr	\$82/hr	\$75/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		1				\$170.00
Task 1.2	Project Status Meetings - Quality Control	1	4	4	16		\$2,742.00
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables	1	4	4	2		\$1,594.00
Task 3	Project Schedule						\$0.00
Task 3.1	Work Flow / Project Schedule	1	2	4			\$1,090.00
	Task 1 thru 3 Hours	3	11	12	18	0	\$5,596.00
Task 4	Scope of Work						
Task 4.1	Street & Right-of-Way Condition Surveys						
	Digital Roadway Imagery used for data collection purposes						
	Sign Data Collection						
	Continued Sign Data Collections (approx. 2,180 addt. Signs @ \$3.75 ea)						\$8,175.00
	Additional Infrastructure Inventories						
	Catch Basins (approx. 900 @ \$3.00 per point)						\$2,940.00
	Curb Markings (approx. 1,200 @ \$3.50 per polyline)						\$4,160.00
	Street Light Poles (4,800 @ \$3.00 per point)						\$14,400.00
	Manhole covers (approx. 2,800 @ \$2.50 per point)						\$7,000.00
	Water Valve covers (approx. 1,600 @ \$2.00 per point)						\$3,200.00
	Pavement Markings -Includes street striping, crosswalk, legends (approx. 2,000 @ \$2.50 per point)						\$5,000.00
	Fire Hydrants (approx. 2,000 @ \$2.50 per point)						\$5,000.00
	<i>Cost per point varies based upon the number of attributes associated with each asset collected)</i>						
Task 4.2	Mapping and GIS Deliverables						\$2,508.00
	Task 4 - Data Collection Hours	1	25	56	494	5	\$52,383.00
	Total Hours per Staff	4	36	68	512	5	
Task 5.2	Annual On-Call Services						\$9,000.00
	Reimbursables (mileage, printing, materials)						\$1,200.00
	Sub-Total Base Fee (Tasks 1 thru 5)	\$ 2,750	\$ 14,110	\$ 18,500	\$ 85,444	\$ 750	\$68,179.00
	Previous Outstanding Bucknam Billings from Original PMP Contract (July & August 2014)						\$36,768.90
	Total Base Fee (with outstanding billings)						\$104,947.90
	Remaining Billings Available from Original PMP Contract						\$30,360.40
	Total Base Fee (with carryover of Original PMP Contract)						\$74,587.50
	All deliverables will become property of the City of Compton						
	All Tasks are negotiable						
	Optional Tasks						
Task 5.1	GIS On-Line Management of Street & Right-of-Way Assets						TBD
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.						



Scope of Work



Standard Hourly Rate Schedule

Category	Rate
Principal	\$ 250
Senior Project Manager	210
Senior Engineer / Planner	190
Construction Manager	180
Pavement Management / GIS Project Manager	170
Management Analyst	160
Project Engineer / Planner	155
Engineer / Senior Technician / Planner / Senior Inspector	135
Assistant Engineer / Technician / GIS Planner / Inspector	125
CADD Operator	105
Administrative Assistant	100
Field Technician	82
Clerical / Word Processing	75
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$ 0.65/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 9/1/13

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BUCKNAM INFRASTRUCTURE GROUP, 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 **BUCKNAM INFRASTRUCTURE GROUP, INC.** (hereinafter referred to as “**CONSULTANT**”), located at 3548 Seagate Way, Suite 230, Oceanside, California 92056.

RECITALS:

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to evaluate the pavement conditions of the City’s roadway network and update its Pavement Management Study (PMS); and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City’s Engineer for this project and be responsible for evaluating the condition of the City’s roadways and updating the PMS; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2015, the City Council authorized the City Manager to accept the proposal of the Consultant (Bucknam Infrastructure Group, Inc.) and enter into a contract to provide the necessary services; and

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

WHEREAS, 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 assistance to the City in the proactive management of the Pavement Management Program (“PMP”) and other Citywide assets. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Tasks include:

- Task 1: Project Implementation
 - 1.1 Project Kickoff (Deliverables: Meeting minutes, revised project schedule, if necessary)

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- 1.2 Project Status Meetings – Quality Control Program (Deliverables: Monthly Project Status reports, field review and project status meetings)

Task 2: Client Satisfaction

- 2.1 Project Deliverables (Deliverables: Project Status Updates, as stated in Task 1.2)

Task 3: Project Schedule

- 3.1 Work Flow/Project Schedule

Task 4: Scope of Work (Major Tasks)

- 4.1 Conduct Street & Right-of-Way Condition Surveys (Deliverables: Citywide asset GIS mapping, associated spreadsheet reports and GIS data delivered to Compton's GIS Enterprise program)
- 4.2 Mapping and GIS Deliverables (Deliverables: Complete GIS files/themes based on list above (shapefiles and .mxd project file))

Task 5: Optional Services

- 5.1 GIS On-Line Management of Street & Right-of-Way Assets
- 5.2 Annual GIS Management & On-Call Services

as more fully specified in the Consultant's **"Proposal for Extension of Existing Pavement/Infrastructure Management Program – 2014"** (dated September 8, 2014), which are incorporated 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.

Peter Bucknam, 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 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, per Task, basis as specified within Consultant's "**Revised Fee Proposal**" dated November 13, 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 **Sixty Eight Thousand One Hundred Seventy Nine Dollars (\$68,179.00)**. It is understood between the parties that there are outstanding invoices due and payable to Consultant for services performed in developing the Pavement Management Study ("PMS") in the amount of **Thirty Six Thousand Seven Hundred Sixty Eight Dollars and**

Ninety Cents (\$36,768.90). It is agreed between the parties that the City shall pay Consultant this outstanding amount of \$36,768.90, in addition to the above amount of compensation for services rendered pursuant to this Agreement.

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 coverage’s 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 insured’s 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 insured's**” 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.

Peter Bucknam, President
Bucknam Infrastructure Group, 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:

**Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, California 92056
Attn: Peter Bucknam, President
(760) 216-6529
(760) 216-6549 – fax.
www.bucknam-inc.com**

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.

#4.

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.

BUCKNAM INFRASTRUCTURE GROUP, INC.
CONSULTANT

Dated: _____

By _____
Peter Bucknam, President

CITY OF COMPTON
Recommended for Approval:

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

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

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 FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO BUCKNAM INFRASTRUCTURE GROUP, INC. TO PROVIDE ADDITIONAL WORK FOR THE PAVEMENT MANAGEMENT STUDY (PMS) THAT WAS PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS (\$104,947.90)

<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.

January 13, 2015

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 SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO EVAN BROOKS ASSOCIATES TO PREPARE AND SUBMIT THREE GRANT APPLICATIONS FOR THE CITY OF COMPTON (\$56,100).

SUMMARY

City Council adoption of the attached resolution will authorize the City Manager to enter into a professional service agreement and issue a purchase order to Evan Brooks Associates (EBA) to prepare and submit grant applications for the Los Angeles County Metropolitan Transportation Authority (Metro) 2015 Call for Projects, the Highway Safety Improvement Program (HSIP) and the next cycle of the Active Transportation Program (ATP), which will provide funding for projects that encourage the increased use of active transportation modes.

BACKGROUND

California's new ATP was established by the passage of Senate Bill 99 and Assembly Bill 101 in 2013. The Program provides funding for projects that encourage the increased use of active transportation modes, including bicycling and walking. It consolidates state and federal funding that was traditionally programmed through separate programs such as Safe Routes to School (SRTS, SR2S) Transportation Alternatives (TA), HSIP and the State Highway Account Funds.

The grants to be sought on the City's behalf are:

Metro Call for Projects

The Call for Projects grant is program through which various federal, state and local transportation funds are awarded to the most competitive, regionally significant projects. Depending on the modal category (regional surface transportation improvements, goods movement, signal synchronization, transportation demand management, bicycle improvements and pedestrian improvements) funds will be available beginning Fiscal Year 2016-17 and will be allocated for five years. The deadline for applying has been extended to January 30, 2015.

**Staff Report – Resolution Authorizing Agreement
Evan Brooks Associates – Prepare/Submit Grant Applications
January 13, 2015, page 2**

Highway Safety Improvement Program

The Moving Ahead for Progress in the 21st Century Act (MAP-21) went into effect on October 1, 2012. It continued the HSIP program as a core Federal-aid program. The goal of the program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal lands. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance. The deadline for applying is March 2015.

The City had previously submitted an application under the 2013 Cycle 6 HSIP program but it was not selected. The application identified Compton Boulevard within City limits and the goal was to reduce/eliminate the high incidences of traffic accident occurrences due to left turn movements at non-protected/non-signalized intersections along the arterial highway. After discussing this with Caltrans staff, the intent is to improve the application's information and resubmit an application under the next cycle.

Caltrans Active Transportation Program

Funding secured through this program will be used by the City to develop and adopt a mixed-use Zoning Code that will provide the regulatory framework required to support the development of mixed-use, transit-oriented infill projects to be located adjacent to or within 0.5 miles of the Compton Blue Line Station. The deadline for applying is in May 2015.

The City was recently awarded an ATP grant for \$996,000 for safe streets improvements along Wilmington Avenue, between El Segundo Boulevard on the north down to Rosecrans Avenue on the south. This project will improve the mobility and safety for both pedestrians and bicyclists to promote these mobility modes.

STATEMENT OF THE ISSUE

EBA staff has over 20 years of transportation and land use finding experience and has been instrumental in finding, securing, maintaining, and closing out all levels of government funding. The firm develops long-range strategic planning for funds management and has aided local agencies with receiving and managing over \$91 million in funding over the past six years, including projects involving project planning/management/delivery, grants acquisitions and administration, traffic analysis including public parking structures, roadway resurfacing and realignments, highway safety improvements, transit-oriented developments, Safe Routes to Schools, sustainability and environmental, transportation demand management and transportation enhancements.

**Staff Report – Resolution Authorizing Agreement
Evan Brooks Associates – Prepare/Submit Grant Applications
January 13, 2015, page 3**

Securing these grants will allow for the City to update its Zoning Code to include a mixed-use zone that will allow for the development of a transit-oriented development district adjacent to the Compton Blue Line Station and to assure that the Zoning Code is in compliance with the General Plan Land Use Element as required by state law.

In order to obtain the Metro Call for Projects, HSIP and Caltrans ATP grants, as well as meet the deadlines as indicated, it is essential to obtain the services of an experienced and qualified firm such as Evan Brooks Associates. With EBA's recent services in assisting the City with its successful award of a grant (\$996,000) under the first cycle of the ATP program, staff desires to capitalize on the success and recommends the services of this consultant to provide the necessary assistance to pursue the above mentioned upcoming grant opportunities.

FISCAL IMPACT

Staff requests funding for the grant application process in the amount of \$56,100 to provide grant application assistance. Funds in the amount of \$56,100 are available in the Public Works/Municipal Utilities Department's Fiscal Year 2014-15 budget, Account No. 1900-710-000-4262. The account balance to date is \$250,000.

ALTERNATIVE

Should the City choose not to utilize the consulting services from Evan Brooks Associates to provide grant application assistance for the above mentioned programs, the necessary grant opportunities will be missed and the City will be seeking much needed grant funding for critical capital projects.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO EVAN
BROOKS ASSOCIATES TO PREPARE AND SUBMIT THREE GRANT
APPLICATIONS FOR THE CITY OF COMPTON (\$56,100)**

WHEREAS, California’s new Active Transportation Program (“ATP”) provides funding for projects that encourage the increased use of active transportation modes, including bicycling and walking and consolidates state and federal funding that was traditionally programmed through separate programs such as Safe Routes to School (SRTS, SR2S) Transportation Alternatives (TA), Highway Safety Improvement Program (HSIP), and State Highway Account Funds; and

WHEREAS, the grants sought on behalf of the City of Compton are the Metro Call for Projects, whereby various federal, state, and local transportation funds are awarded to the most competitive, regionally significant projects; the Highway Safety Improvement Program, a program with the goal to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal lands; and, the Caltrans Active Transportation Program, funding that can be used by the City to develop and adopt a mixed-use zoning code that will provide the regulatory framework required to support the development of mixed-use, transit-oriented infill projects to be located adjacent to or within 0.5 miles of the Compton Blue Line Station; and

WHEREAS, securing these grants will allow for the City to update its Zoning Code to include a mixed-use zone that will allow for the development of a transit-oriented development district adjacent to the Compton Blue Line Station and to assure that the Zoning Code is in compliance with the General Plan Land Use Element as required by state law; and

WHEREAS, in order to obtain the Metro Call for Projects, Highway Safety Improvement Program and Caltrans Active Transportation Program grants, as well as meet the application deadlines, it is necessary to retain the services of an experienced and qualified firm; and

WHEREAS, Evan Brooks Associates staff has over 20 years of transportation and land use finding experience and has been instrumental in finding, securing, maintaining, and closing out all levels of government funding. The firm develops long-range strategic planning for funds management and has aided local agencies with receiving and managing over \$91 million in funding over the past six years; and

WHEREAS, funds are available in the Public Works Municipal Utilities Department’s 2014-2015 Fiscal Year budget in Account No. 1900-710-000-4262.

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

SECTION 1. That the City Manager, upon advise and approval of the City Attorney is authorized to execute a professional services agreement with Evan Brooks Associates to prepare and submit grant applications for the Metro Call for Projects, the Highway Safety Improvement Program and the Caltrans Active Transportation Program in a not-to-exceed cost of \$56,100.00.

SECTION 2. That funds in the amount of \$56,100.00 to pay for grant application services are available in Public Works/Municipal Utilities Department’s 2014-2015 Fiscal Year budget in Account No. 1900-710-000-4262.

SECTION 3. That a purchase order is in the amount of \$56,100.00 is hereby authorized to be issued to Evan Brooks Associates.

SECTION 4. 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 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

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 _____, 2015.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EVAN BROOKS ASSOCIATES, 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 **EVAN BROOKS ASSOCIATES, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 1030 South Arroyo Parkway, Suite 204, Pasadena, California 91105.

RECITALS:

WHEREAS, the City is in need of consultant services to provide technical assistance to the City of Compton for the timely preparation and submission of grant applications for the Metro Call for Projects, the Highway Safety Improvement Program and the Caltrans Active Transportation Program; and

WHEREAS, funding secured through this program will be used by the City to address vehicle collisions and pedestrian safety along Compton Boulevard; pedestrian and bicycle safety improvements along Wilmington; and develop and adopt a mixed-use zoning code that will provide the regulatory framework required to support the development of mixed-use, transit-oriented infill projects to be located adjacent to or within 0.5 miles of the Compton Blue Line Station; and

WHEREAS, by Resolution No. _____, adopted on the ___ of _____ 201_, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Even Brooks Associates, Inc.) to provide the needed services; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; 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 provide professional and technical assistance to the City in timely preparation and submission of grant application for the Metro Call for Projects, the Highway Safety Improvement Program and the Caltrans Active Transportation Program. Significant project deliverables shall include, but not be limited to the following tasks:

- 1: Project Development

#5.

- 2: Data Collection and Review
- 3: Grant Preparation
- 4: Draft Review
- 5: Grant Application Finalization and Submittal
- 6: On-Call Traffic Engineering and Project Study Report Equivalent

as more fully discussed in the **CONSULTANT's "Preparation and Submittal of Three Grant Applications for the City of Compton" Proposal** (dated October 1, 2014), which is incorporated 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 the services.

Hai Suetsugu, Vice President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the project is complete, unless this Agreement is terminated as provided herein. The parties anticipate that Consultant's services shall be completed by or before June 30, 2015.

3. Compensation. The method of payment for the services will be based on a fee-for-services, per Task, billable at the rates identified within Consultant's "**Proposed Budget Schedule**" within the "**Proposal**", which is incorporated herein. It is understood and agreed

between the parties that the maximum compensation payable for the services to be performed by the Consultant shall be limited to a not-to-exceed amount of **Fifty Six Thousand One Hundred Dollars (\$56,100.00)**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

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

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

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable,

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

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the “Consultant”), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City,

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

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express

conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

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

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

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

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

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. 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. 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.

18. 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.

19. 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.

Hai Suetsugu, Vice President

Date

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:

**Evan Brooks Associates, Inc.
1030 South Arroyo Parkway, Suite 204
Pasadena, California 91105
Attn: Hai Suetsugu, Vice President
(626) 799-8011
(888) 421-8798 fax.
www.hal@ebaplanning.com**

To City:

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

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.

29. 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.

EVAN BROOKS ASSOCIATES, INC.
CONSULTANT

Dated: _____

By _____
Hai Suetsugu, Vice President

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Glen W. C. Kau, Director
Public Works/Municipal Utilities Dept.

Approved By:

Dated: _____

By _____
Johnny Ford, City Manager

#5.

Professional Services Agreement – Evan Brooks Associates, Inc.
Preparation/Submittal of 2014 Transit Oriented Development (TOD) Planning Grant Program
Public Works/Municipal Utilities/Resolution No. 23,759

Approved as to form:

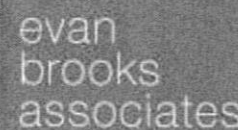
By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



Strategic Planning Consultants

October 1, 2014

Service Proposal

To: Glen Kau, P.E., Public Works Director
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220

From: Hal Suetsugu, Vice President, *Evan Brooks Associates*

Proposal: Preparation and submittal of three grant applications for the City of Compton

Project Understanding

The City of Compton seeks to secure funding for three (3) upcoming grant applications for the 2015 funding cycles. These grant opportunities applications include:

- Metro Call for Projects (Due January 15, 2015)
- Highway Safety Improvement Program (Due March 2015)
- Caltrans Active Transportation Program (Due May 2015)

EBA has the pleasure of partnering with the City on several significant projects that are contributing to and complementing the goals and vision for the community. These include grant funding from the Highway Safety Improvement Program (HSIP) to address vehicle collisions and pedestrian safety along Compton Blvd, Active Transportation Program (ATP) funding for pedestrian and bicycle safety improvements along Wilmington Avenue, and Metro's Transit Oriented Development (TOD) Planning Grant Program to fund a zoning code amendment to allow for a mixed use zoning around the City's blue line transit station. EBA's direct involvement in these critical and significant projects has resulted in a keen awareness and understanding of the City's needs.

Scope of Work

1. Project Development

- Meet with City staff to develop the project scope, schedule, and budget information that will be used in the grant application. Meet with funding agency to vet out proposal concepts and plans.

2. Data Collection and Review

- Review local policies and programs to identify consistency with applicable Metro policies
- Collect applicable local data including, but not limited to traffic volumes, transit ridership, demographic, traffic collisions, etc.
- Collect and review any existing plans or policies or draft plans being prepared related to Safe Routes to Schools, Active Transportation, First/Last Mile access, etc.

3. Grant Preparation

- Prepare all project information required in the grant application including project descriptions and narratives; quantitative data; and project scope, schedule, and budget descriptions and tables.
- Prepare maps and conceptual project plans.
- Collect digital photographs of the project site.
- EBA will provide the city with draft letters of support. City staff will be responsible for finalizing and securing signed copies of the letters. City staff will email EBA PDF copies of the letters of support for inclusion in the grant application.

4. Draft Review

- EBA will provide a draft version of the grant application for city staff review and approval.
- City staff will provide EBA one set of written comments and revisions within five (5) calendar days of the receipt of the draft application.

5. Grant Application Finalization and Submittal

- EBA will assist City staff with securing all required signatures for the grant application.
- EBA will prepare the required number of paper and electronic copies of the completed grant application for submittal.
- EBA will provide the city with one paper copy and one electronic copy of the complete grant application.
- EBA will submit the completed grant applications to Metro in person on or before the January 16, 2015 deadline.

6. On-Call Traffic Engineering and PSRE

- EBA will prepare traffic engineering studies and Project Study Report Equivalent analysis and grants traffic data requirements and reportings.
- EBA will provide Traffic Engineering services for plan checks, traffic warrants, signal planning, geometric analysis and other traffic related studies and reportings.

Proposed Budget

Compensation for the services shown in the scope of work contained in this Service Proposal shall be in an amount **not to exceed \$56,100** including reimbursable expenses as shown in the following table. This reimbursement will be credited towards the city's proposed on-call agreement with EBA.

Task	Budget			
	Number of Grants			Total
	Call	HSIP	ATP	
1. Project Development	\$1,000	\$500	\$1,000	\$2,500
2. Data Collection and Review (PSRE coordination)	\$5,200	\$1,800	\$1,200	\$8,200
3. Grant Preparation	\$8,000	\$5,000	\$8,000	\$21,000
4. Draft Review and revisions	\$1,000	\$1,000	\$1,000	\$3,000
5. Grant Application Finalization and Submittal	\$1,000	\$1,000	\$1,000	\$3,000
6. Traffic Engineering and PSRE Preparation	\$8,000	\$5,000	\$5,000	\$18,000
Reimbursable Expenses	\$200	\$100	\$100	\$400
TOTAL BUDGET NOT TO EXCEED	\$24,400	\$14,400	\$17,300	\$56,100

Additional Services

EBA will provide a service not included in this Service Proposal's scope of work as an "additional service" upon receipt of a fully executed scope of work and budget amendment from city staff. Compensation for the additional service shall be in a not-to-exceed budget amount to be negotiated between the EBA and the city. The budget amount will be based on EBA's most current hourly billing rates shown on the following table.

EBA 2014 Hourly Billing Rates

EBA Staff	Hourly Rate
Project Principal	\$160
Project Manager	\$150
Project Planner/Traffic Engineer	\$130
Environmental Specialist	\$120
Associate Planner/Engineer	\$110
Research/Funds Analyst	\$100
Graphics Designer	\$90
Administrative Support	\$75

Notice to Proceed Approval:

Project: Preparation and submittal of three 2015 Grant Applications for Transportation Improvement Projects within the City of Compton, CA

Budget not to exceed: \$56,100

Approval

Glen Kau, P.E., Public Works Director
City of Compton

Date

Concurrence:

Hal Suetsugu, Vice President
Evan Brooks Associates
hal@ebaplanning.com
o. 626-799-8011

Date

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 SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO EVAN BROOKS ASSOCIATES TO PREPARE AND SUBMIT THREE GRANT APPLICATIONS FOR THE CITY OF COMPTON (\$56,100)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

1/5/2015 3:48:00 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/6/2015 2:37:52 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/6/2015 9:55:57 AM
DATE

Johnny Ford
CITY MANAGER

1/5/2015 4:13:44 PM
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.

