

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 22, 2016 5:30 PM

HEARING(S)

5:35 P.M. JOINT PUBLIC HEARING - HOUSING AUTHORITY 2016 PHA ANNUAL PLAN (Item #4)

5:55 P.M. - PUBLIC HEARING - TO CONSIDER A PROPOSED ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR (425 S. Oleander Street) (Item #6)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. INTRODUCTION OF COURT APPOINTED SPECIAL ADVOCATES (CASA)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. MARCH 15, 2016

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - January 2016 (Receive/File)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SIGN THE PHA PLAN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC HOUSING AUTHORITY ANNUAL PLAN (2015-2016)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON/ALONDRA AREA SEWER MAIN RESTORATION PROJECT (CIP #10-20) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF \$304,500
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR LOCATED AT 425 SOUTH OLEANDER STREET

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, April 05, 2016 @ 5:30 PM.

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MARCH 15, 2016

The City Council meeting was opened at 5:53 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, McCoy, Sharif, Brown

Council Members Absent: None

Other Officials Present: C. Cornwell, A. Godwin, R. Haley

INTRODUCTION OF SPECIAL GUESTS

Mayor Brown and the City Council acknowledged the Commission for Women with a proclamation award in honor of Women's History Month.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Frederick Reynolds, Sergeant for the Los Angeles County Sheriff's Department and former Compton police officer, solicited the City Council to pay for freeway memorial signs in remembrance for Officer James McDonald (1993), Officer Kevin Burrell (1993), and Officer Dez Fips (1962).

Mayor Brown instructed the City Manager to bring this item back for council consideration as an agenda item.

Joanna Morales, Compton resident, petitioned the City Council to designate the month of March as Multiple Sclerosis Awareness Month, in an effort to share information and spread awareness on this incurable disease.

Bishop Guillory, Compton resident, presented the history and success of the previous Homeless Veterans Stand-down events.

Sharon Elephant, For the Love of Our Veterans Compton Stand-down Board member, offered statistical data on the number of homeless veterans living in California (over 11,000 as of January 2015), 24% of the entire homeless veteran population is in California, 4,016 homeless individuals in Los Angeles County are veterans, and over 1,300 veterans were served during last year's Homeless Veteran's Stand-down event - 74 were female and 33 were children.

Mrs. Charlie, President of For the Love of Our Veterans organization, petitioned the City Council to allow them to utilize 600 North Alameda Street to host the 13th Annual Homeless Veterans Stand-down event.

Victoria Adams, previous president and current member of the Compton Chamber of Commerce, cordially invited the City Council to attend their "Las Vegas Casino Night" fundraiser event. The event is scheduled for Saturday, April 22, 2016 at the Holiday Inn for the purposes of raising funds for youth scholarships. The event will include food, music, and fun from 6 p.m. to 11 p.m. Tickets are \$50 each.

Yesenia Lucio, Latino Lives Matter, thanked the members of the City Council for giving her the opportunity to find justice for her brother Robert Lucio.

Gladys Lucio, Compton resident, announced that she is excited about helping the community through education.

David Irons, Compton resident, spoke in opposition to the proposed one percent sales tax; citing insufficient funds and planning.

#2.

Benjamin Holifield, Compton resident, petitioned the City Council to include the monthly gaming revenue reports on the council agenda on behalf of the public. He went on to speak in opposition to Item Nos. 12 and 14; citing that those organizations should be independent and responsible for their own office spaces and expenses. He concluded that it was unfair that some of those organizations receive \$30,000 - \$40,000 a year. He proposed that all three chambers be called together for a collaborative partnership to help move the City forward.

Connie Turner, Local public affairs representative for Southern California Edison (SCE), invited the members of the City Council to call her with any questions or concerns regarding the services provided by SCE.

Councilperson Zurita requested a report on the street light outage in the First District which was first reported on February 12, 2016.

Mayor Brown instructed the City Manager to assign staff members for an after-hours monitoring and patrol of the City's street lights at least once a month.

Maria Villa Real, Compton resident and treasurer for the Latino Chamber of Commerce, solicited the City Council to combine the three chambers of commerce to create an organization that promotes unity and teamwork while servicing the entire Compton business community.

Joyce Kelly, Compton resident, stated that with the passing of the one percent sales tax increase there will be no small businesses or any other businesses in the City of Compton for that matter. She also stated that she believes the City Council is trying to trick the citizens with language and questioned whether or not the ballot proposal will indicate a one percent or one cent sales tax increase. She also asked if Prism wants to purchase the land that the City intends to purchase for a performing arts center. She made reference to Item No. 9 and asked what happened to the bingo operators previously managing the City's bingo operations at the Crystal Casino. She asked that the City Council review the Celebrity Casino fee payment report which indicates that the City received more gaming revenues from the previous fiscal year. Lastly, Ms. Kelly commended the person responsible for charging Congresswoman Janice Hahn \$993.78 a month to have an office in City Hall.

Lynn Boone, Compton resident, notified the City Manager that the seating arrangement for staff at the council meeting is a fire hazards and are blocking the exits. She went on to address Mayor Brown's statement last week, in which she indicated that more African Americans are killed in the City of Compton than Latinos. She commented that after observing an official homicide report from the Sheriff's Department she noticed that there were more Latinos being killed in Compton than African Americans. She further stated that week after week, the citizens are constantly hearing comments from Mayor Brown and Councilperson Zurita as to how they are not getting paid enough to serve the community. She contended that Section 503 of the City Charter states that the people will pay the City Council and mayor \$600 a month - and that the \$650 car allowance Councilperson Zurita receives should be used to drive around her district. She requested the cost of the report indicated under Item No. 6; citing that it is general knowledge that elected officials are not to make comments "for" or "against" ballot measures. She contended that this Body is notorious for conducting meetings in support of this measure, as they are having so-called leadership meetings in public buildings and allowing a certain individual to speak to commissioners in support of the measure. She affirmed that this person is not a commissioner so therefore the citizens should be allowed to attend those meetings to speak in opposition to the measure. She affirmed that the data within the report under Item No. 6 is incorrect and unverifiable by the company.

Councilperson Galvan stated that race does not matter; only that one person was killed. He also asked that the City Manager look into whether or not the seating arrangement for staff is a fire hazard.

Mayor Brown clarified that her comments last week were based upon statistical data provided by the Captain of the Sheriff's Department. Mayor Brown also maintained that she has never once stated that she needs to be paid more money to serve the citizens of Compton, coincidentally, she stated that she proposed a cap on council salaries prior to them being addressed by the District Attorney's Office.

Mayor Brown went on to affirm that Prism Inc. and the owners and operators of Celebrity Casinos are huge supporters of the City's proposed performing arts center.

Mayor Brown further explained the formula for determining one percent/one cent on the dollar.

City Attorney Cornwell also noted that Compton is not the first city to interchange the terms "one cent" and "one percent on the dollar."

Councilperson Galvan stated that, sometimes, the Sheriff's Department will not authorize rewards for pending investigations on homicides.

REQUEST TO WAIVE THE ORDER OF THE AGENDA

On motion by Galvan, seconded by Sharif, to waive the order of the agenda, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ALLOCATION OF UNSPENT PROCEEDS OF 2009 SEWER REVENUE BONDED INDEBTEDNESS HERETOFOR ISSUED TO SPECIFIED PROJECTS

City Attorney Cornwell stated that the items before the City Council today, are in regards to the 2009 bond issuances for the water and sewer system - and when the bonds are issued, it is assumed by the IRS that the entire amount will be spent within a three year period. It is not a drop-dead deadline. As year four and year five approaches, it is a reasonable extension of time to spend the funds. In the event an entity goes further than that, they should consult with the IRS to explain the situation. So while Compton has spent funds to improve its water and sewer system, the City has not exhausted its bond funds. And as a result, the City engaged the law firm of Butler & Snow to communicate with the IRS on the City's behalf.

Blake Sharpton, Butler Snow LLP., reported that in July 2015, the firm started the process of investigating the bond dollars - and then in August 2015 they started the conversation with the IRS. During that time there were no specific projects to reference to the IRS, but in November 2015 Mr. Sharpton and the City Manager formulated a plan to spend unspent water and sewer bond dollars on respective projects. Thus, Item Nos. 17 through 20 will allocate those dollars to projects - and future steps will be to engage contractors and go through procurement to speak to those procedures.

Councilperson Sharif articulated her satisfaction with the City Manager's ability to resolve this matter.

Mayor Brown echoed the sentiments expressed by Councilperson Sharif.

On motion by Zurita, seconded by Sharif, **Resolution # 24,303** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ALLOCATION OF UNSPENT PROCEEDS OF 2009 SEWER REVENUE BONDED INDEBTEDNESS HERETOFOR ISSUED TO SPECIFIED PROJECTS**" was approved, by the following vote on roll call:

#2.

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PARAMETERS FOR THE ISSUANCE OF SERIES 2016 SEWER REVENUE REFUNDING BONDS TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING 2009 SEWER REVENUE BONDED INDEBTEDNESS HERETOFORE ISSUED

On motion by Zurita, seconded by Sharif, **Resolution # 24,304** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PARAMETERS FOR THE ISSUANCE OF SERIES 2016 SEWER REVENUE REFUNDING BONDS TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING 2009 SEWER REVENUE BONDED INDEBTEDNESS HERETOFORE ISSUED**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ALLOCATION OF UNSPENT PROCEEDS OF 2009 WATER REVENUE BONDED INDEBTEDNESS HERETOFORE ISSUED TO SPECIFIED PROJECTS

On motion by Sharif, seconded by Zurita, **Resolution # 24,305** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ALLOCATION OF UNSPENT PROCEEDS OF 2009 WATER REVENUE BONDED INDEBTEDNESS HERETOFORE ISSUED TO SPECIFIED PROJECTS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PARAMETERS FOR THE ISSUANCE OF SERIES 2016 WATER REVENUE REFUNDING BONDS TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING 2009 WATER REVENUE BONDED INDEBTEDNESS HERETOFORE ISSUED

City Manager Haley introduced the City's financial consultants Brandon Comer of Comer Capital Group and Craig Walker of IFS Securities.

Craig Walker, IFS Securities, offered the following PowerPoint presentation to the City Council and members of the public.

City of Compton Timeline

July 18, 2012 – “Compton on brink of bankruptcy. The city is the latest to fall victim to questionable financial practices. It could run out of money by the end of the summer.” - Los Angeles Times

July 23, 2012 – Moody’s downgrades Compton Bond rating.

September 2012 – Standard & Poor’s suspends Compton’s bond rating. Finance Team IFS Securities and Comer Capital are engaged to find cash flow financing.

April 2014 – All City bills including CalPERS and Sheriff payments have been paid on time. 5% reserve fund is being funded.

June 2014 – Balanced budget with reserve fund is approved.

May 2015 – Presentation by financing team on debt restructuring brings forward VCAP issues. Solutions and resolutions to the VCAP commence.

August - February 2015/16 – FY 12/13 audit is complete. Ratings reinstatement process begins. TRANS are sold at an interest rate of 2.25% a decrease of 900 basis points since February 2013. VCAP process is successfully completed without any penalty assessed on the City.

April/May 2016 – Investment Grade Credit Ratings reinstated.

THE CITY IS OFFICIALLY NOT “DISTRESSED!” - 3.5YRS

How do credit ratings work and what is the impact to City residents?

City officials and the residents will not like it if a bond rating falls, because they’re going to have to pay more to entice investment in their city.

The broadest rating is the general obligation ratings for local governments. Water and Sewer ratings are based primarily on the operating history of the system and the underlying trends of the City overall.

The highest credit rating is AAA, which means the rating agency believes there is very little risk of anything going wrong. Most municipal ratings are quite high. The average City rating is AA. Before the financial crisis of 2012, Compton had an A- rating. Our goal is for Compton to achieve an investment grade rating of BBB.

BOND ISSUE – REFUNDING/REFINANCING

Water - \$45,620,000
Sewer - \$23,120,000
Total - \$68,740,000
Total Savings - \$3,812,706 (Projected)

*No Extension of Term

Water Summary
Net PV Savings \$2,399,556
Percentage savings of refunded bonds 6.320444%

Sewer Summary
Net PV Savings \$1,413,150
Percentage savings of refunded bonds 7.071054%

COMPTON – REFUNDING/REFINANCING

Water Interest Cost (Projected)
Bond Par Amount \$46,030,000.00
True Interest Cost 3.73% (Anticipated Interest Rate Estimate)
Average Life 15.089 years

Sewer Interest Cost (Projected)
Bond Par Amount \$23,360,000.00
True Interest Cost 3.62% (Anticipated Interest Rate Estimate)
Average Life 13.027 years

Recent Examples
15 Year State of California AA GO Bond 3.07%
15 Year City of Chicago BBB+ GO Bond 4.67%

#2.

Brandon Comer reported that their offices will be re-engaging the rating agencies tomorrow post conclusion of adoption of the resolutions; and at that point they predict the rating process will take approximately two to three weeks contingent upon how quickly the City appropriates a draft of the most recent audit. He indicated that once they receive the ratings the plan is to: 1) talk to the bond insurers to lower the interest cost 2) price the transaction the first week in April 2016 and 3) close out within 7 to 10 days.

Councilperson Zurita recognized Craig Walker and Brandon Comer for all of their efforts to tackle the City's deficit and bring back their credit rating. She went on to request an update on the City's restructuring debt plan.

Mr. Comer reported that the impact will be felt in the General Fund since technically those monies are owed to water and sewer.

Councilperson Zurita asked Mr. Comer if his offices are giving the City direction as to how they can remain fiscally solvent over the next four years. Mr. Comer replied affirmatively and noted that their focus, from the beginning, has been to implement a financial recovery plan and to this point that is the plan that they have been executing.

Mayor Brown instructed the City Manager to bring back a formalized agreement in one week to ensure that the City has some long-term financial management.

Councilperson Sharif asked Mr. Walker to address whether or not the term will be extended. Mr. Walker confirmed that the City's term will not be extended and that most of the savings will be in the first four years.

City Treasurer Douglas Sanders asked Mr. Walker if the refunding rates will be adjustable or fixed.

Mr. Walker stated that the rate will be fixed.

On motion by Zurita, seconded by Sharif, **Resolution # 24,306** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PARAMETERS FOR THE ISSUANCE OF SERIES 2016 WATER REVENUE REFUNDING BONDS TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING 2009 WATER REVENUE BONDED INDEBTEDNESS HERETOFORE ISSUED**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

CONSENT AGENDA

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

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

APPROVAL OF MINUTES

- 1. MARCH 8, 2016 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

- 2. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 (Received/Filed)

3. REPORT OF THE SALES TAX REVENUES **(Received/Filed)**

Total Amount Received for Fiscal Year 2015/2016 - \$2,990,239.00

4. A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES **(Received/Filed)**

5. REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC. FOR THE FISCAL YEAR 2015/2016 **(Received/Filed)**

6. QUARTERLY SALES TAX REPORT **(Received/Filed)**

7. REPORT ON THE CURRENT NEGOTIATIONS OF THE PERFORMING ARTS CENTER AND SURROUNDING DEVELOPMENT **(Received/Filed)**

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

8. A REQUEST TO RESCHEDULE THE PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS

On motion by Sharif, seconded by McCoy, the public hearing was scheduled for Tuesday, April 26, 2016 at 5:35 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

9. RELEASE OF REQUEST FOR PROPOSAL (RFP) TO RECEIVE QUALIFIED BINGO OPERATOR PROPOSALS.

On motion by Zurita, seconded by Sharif, to approve the release of Request For Proposal (RFP) to receive qualified bingo operator proposals, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

10. POWER POINT PRESENTATION - GATEWAY CITIES STRATEGIC TRANSPORTATION PLAN (STP)

Mr. Hambrick, Gateway Cities Counsel of Governments (Gateway COG), offered a PowerPoint presentation on the Gateway Cities Strategic Transportation Plan (STP), a plan that has been in progress for over two years, a joint project of the Gateway COG which is paid for by Measure R half-cent sales tax monies. The organization received \$690M from Measure R as part of the first allocation to be spent on various transportation projects as indicated in the following data.

STP Benefits

- Increase speeds on roads and freeways
- Improve nearly 100 intersections
- 55 regional bikeway projects
- Reduce air emissions
- Twice as many residents living close to high frequency transit
- Greater efficiency for Port trucks and other trucks
- Position COG for funding opportunities (Cap and Trade, other)

#2.

Arterial Highway Analysis

- Identify significantly congested locations
 - Intersections
 - Corridors
- Assess other arterial issues
 - High traffic growth
 - Slow speeds
 - High truck volumes

Freeway Improvement Concepts

- Guiding Principal: minimize right of way takes
- Generally add one lane in each direction (general purpose)
- Ramp improvements
 - Added lanes
 - Reconfigure some ramps
 - Extend gore points to improve weaving
- Add Auxiliary lanes

Technology Components

- I-710 Technology Elements
 - I-710 Freight Corridor Concept of Operations
 - Develop Connected Truck Test Corridor
 - Zero-Emission Truck Commercialization Study
- Freight-Focused Traveler Information System
- Filling the Current ITS Freeway Gaps
 - Cameras
 - Fiber optic cable/communication
 - Message signs
- Arterial Smart Corridors for Goods Movement

Key STP Transit Projects

- STP includes regional transit programs:
 - Eco-Rapid Transit
 - Gold Line Eastside Extension (Washington Blvd alignment)
 - Enhancements to Metro Blue, Green Lines
 - Enhancements to Amtrak & Metrolink
 - Atlantic Blvd BRT
 - Long Beach Transit BRT (Artesia, Del Amo, Willow, Lakewood, Norwalk, and 7th Street)
 - OCTA rapid bus connector along SR-22
 - Local service enhancements

Bicycle Element

- Identify existing/proposed bicycle facilities (per City plans)
- Review with GCCOG TAC and member cities
- Create GCCOG map of regional routes
- Developed 55 Regionally Significant projects

Funding Summary

- STP capital costs assumed to total over \$25.0 Billion
- We have about 15% to 30% of funds “available”
- About 70% needs new sources of revenue
- Cap and Trade funds possible new source

Status/Schedule

- One-on-one meetings with cities ongoing
- Draft report circulated for review
- Adoption by the GCCOG April 2016

Councilperson Sharif articulated her satisfaction with the presentation and the information provided.

Mayor Brown commended Councilperson Sharif for her regular attendance and participation in the Gateway COG meetings.

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT WITH THE 44th UNITED STATES CONGRESSIONAL DISTRICT REPRESENTATIVE (CONGRESSWOMAN JANICE HAHN) FOR A DISTRICT OFFICE IN COMPTON CITY HALL

It was moved by Zurita, seconded by McCoy, for discussion.

Mayor Brown asked the City Attorney if the City is authorized to cancel lease agreements for the purposes of moving offices.

City Attorney Cornwell answered that there is no flexibility in regards to this two-year lease agreement.

Councilperson Zurita inquired about the possibility of sharing this office space with Assemblyman Mike Gipson - and whether or not this agreement indicates the amount of space allocated to Congresswoman Janice Hahn.

City Attorney Cornwell stated that the agreement references 473 square feet of dedicated space to the Congresswoman.

Mayor Brown requested that this item be brought back so that staff can work out a plan that is more flexible to better utilize that space.

Councilperson Zurita asked that the item be brought back with different designs as to how the room can be divided into two office spaces.

Councilperson Zurita withdrew her motion.

Councilperson McCoy withdrew her motion.

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON CHAMBER OF COMMERCE FOR OFFICE SPACE AT THE CAREERLINK FACILITY

It was moved by Sharif, seconded by Zurita, for discussion.

Mayor Brown requested a diagram of this office space that clearly lays out the area used by this organization.

#2.

City Attorney Cornwell reported that this item as well as the next item, is a 34-month lease agreement by which either party can cancel the agreement after the twelfth month for any reason - upon 90 days prior written notice to the other party.

Councilperson Sharif requested adequate signage outside the building that indicates the organizations operating inside the facility.

Mayor Brown agreed with Councilperson Sharif and added that, that should be included in the lease as the responsibility of the lessee. In addition, all tenants should be treated the same as it relates to utility bill payments.

Councilperson Zurita questioned if the County of Los Angeles is paying market rent for their office spaces.

Van Wilson , Director of General Services, remarked that the County of Los Angeles is renting two spaces and they are paying full market rent for one property and \$1.97 per square foot for the other property.

Councilperson Zurita suggested that any organization paying \$1 a year for rent should be required to submit a beginning and ending budget report.

Councilperson Galvan also recommended that those organizations be required to provide reports as to the services they offer the community.

Councilperson Zurita asked the City Attorney if this agreement includes a clause that will allow the City to terminate the contract at any time.

City Attorney Cornwell answered that staff will have to revise this lease agreement.

Amending Motion

Councilperson Zurita made a motion to include a clause in all lease agreements that will allow the City to cancel the lease at any time without cause.

Councilperson Sharif asked if the Compton Chamber of Commerce works in conjunction with the City.

Mayor Brown answered that the Chamber is designed to work with the City, to help promote businesses and initiatives of the City Council with a focus on economic development.

Councilperson Sharif conceded that as an extension of the City, very few restrictions should be placed on the Compton Chamber of Commerce.

The City Council as a whole went on to discuss the parameters for which they believe the Compton Chamber of Commerce should operate and work with other chambers, new businesses, and elected officials.

Dr. Lestean Johnson, President of the Compton Chamber of Commerce, assured the members of the City Council that the Chamber is active in an array of activities in the community as the extended arm in the City - as they financially support college students and non-profit organizations with funds received from the City and fund-raising events.

Councilperson Galvan insisted that Dr. Johnson contact him directly for all chamber causes and community events.

Mayor Brown requested the motion on the floor.

City Clerk Alita Godwin answered that Councilperson Zurita made a motion to be able to terminate lease agreements at any time without cause.

City Attorney Cornwell stated that the language should read "30 day notice to terminate at any time without cause."

Councilperson Sharif asked if this clause will be included in all lease agreements.

Councilperson Zurita conceded that it is her recommendation to put the clause in all lease agreements.

Councilperson Galvan seconded the motion proposed by Councilperson Zurita.

City Clerk Godwin remarked that Section Two of the resolution calls for the lease rate.

City Attorney Cornwell stated that there is a request for one dollar a year.

Mayor Brown recommended the standard \$1 a year proposal with the provision and request for cohesion with all chambers.

Councilperson McCoy asked that the resolution also include a mandated submission of reports on the duties of the Chamber.

On motion by Zurita, seconded by Galvan, **Resolution # 24,307** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON CHAMBER OF COMMERCE FOR OFFICE SPACE AT THE CAREERLINK FACILITY**" was approved with the following amendment to Section Two (authorized to cancel the lease agreement at any time with 30 days prior notice without cause for \$1 per year), by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR OFFICE SPACE AT THE CAREERLINK FACILITY

City Attorney Cornwell read the amended language into the resolution.

On motion by Sharif, seconded by Zurita, **Resolution # 24,308** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR OFFICE SPACE AT THE CAREERLINK FACILITY**" was approved with the following amendment to Section Two (Right to terminate the lease agreement at any time with 30 days prior notice without cause for \$1 per year), by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LATINO CHAMBER OF COMMERCE FOR AN OFFICE SPACE AT THE CAREERLINK FACILITY

City Attorney Cornwell read the amended language into the resolution.

#2.

On motion by Galvan, seconded by Sharif, **Resolution # 24,309** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LATINO CHAMBER OF COMMERCE FOR AN OFFICE SPACE AT THE CAREERLINK FACILITY**" was approved with the following amendment to Section Two (Right to terminate the lease agreement at any time with 30 days prior notice without cause for \$1 per year), by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR GERON SHEPPARD, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$75,000)

Councilperson Zurita asked the City Manager if this agreement addresses monies owed to Dr. Sheppard or for the current contract. City Manager Haley stated that this item pays for retro-active pay from July 1, 2015 to June 30, 2018.

On motion by Sharif, seconded by Zurita, **Resolution # 24,310** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR GERON SHEPPARD, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$75,000)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - None

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN KIND CONTRIBUTIONS IN SUPPORT OF THE 13TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 23-26, 2016 (**REMOVED PER STAFF'S REQUEST**)

Councilperson Sharif questioned why the item was being removed.

City Manager Haley informed the council that additional research is needed to ensure the safety of the requested facility.

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Requested an email from the City Manager regarding the City's catering truck policy.
- Instructed the City Manager to post the City's maintenance schedule on Channel 36, the City's website, and social media sites.
- Stated that as a lifetime public servant, she would like the constituents to understand that the stipends make it possible for her to travel to, attend, and participate in the various commission meetings located throughout the County of Los Angeles.

- "County Sanitation District Annual Earth Day" will be held Saturday, April 9, 2016 from 10 a.m. to 2 p.m. Free food, games, educational booths, and tours are open to the public. The event location is 1955 Workman Mill Road, Whittier. For more information, please call (562) 699-7411.
- Requested a report back on the City's e-waste recycling collection.
- Requested the assistance of the Compton Chamber of Commerce to purchase freeway memorial signs to remember the fallen police officers slain in the line of duty.
- Recognized the month of March as Multiple Sclerosis Month.
- Honored Blondell Filer in recognition of Women's History Month.

Councilperson Galvan offered the following communications/announcements:

- Announced that 100 more kids are playing youth basketball in the local parks thanks to the reduction in participation fees.
- "Easter Basket Giveaway" will be held Saturday, March 26, 2016 at Lueders Park from 10 a.m. to 1 p.m. The event will include free haircuts, Easter baskets, pizza, and fun.
- Thanked the City Council and the residents of Compton for their support as he grieved the loss of his brother.

Councilperson McCoy offered the following communications/announcements:

- Co-hosting with Demenno Kerdoon a "Compton Creek Clean-Up" event to be held Saturday, March 19, 2016. Volunteers are asked to park behind Compton High School at 417 West Alondra. Participants will receive a free breakfast, snack, and lunch. High school students will be eligible to receive community service credit.

Councilperson Sharif offered the following communications/announcements:

- "Citizenship Naturalization Training" will be held March 26, 2016 from 8 a.m. to 2 p.m. at Our Lady of Victory Church.
- Assemblyman Mike Gipson will be hosting his "Community Coffee" event Saturday, March 19, 2016 from 5 p.m. to 6 p.m. at Saint Phillips Lutheran Church.
- "Free Grant Writing Workshop" will be held Friday, March 25, 2016 from 10 a.m. to 12 p.m. at Providence Little Company of Mary Medical Center in San Pedro. To register call (310) 324-6408.
- Announced that she will be co-hosting the "Compton Urban Book Expo" to be held Saturday, March 19, 2016 from 12 p.m. to 4 p.m. at the Dollarhide Community Center. The event will include: live musical performances, spoken word, literacy workshops, and a children's corner.
- "Annual Western Hoe-Down" will be held Saturday, April 23, 2016 from 11 a.m. to 3 p.m. at the Petroleum Club located at 3636 Linden Avenue, Long Beach. For more information please call (562) 427-7966.
- "Annual Prayer Breakfast" for the Compton First United Methodist Church will be held Saturday, March 19, 2016 at 1025 South Long Beach Boulevard from 9 a.m. to 12 p.m. Former Mayor Walter Tucker will be the guest speaker.
- Compton VFW Post 5394 will be selling BBQ dinners on Friday and Saturday, April 22-23, 2016. To place your order, please call (310) 638-8848.

***Councilperson Zurita exited the meeting at 8:51 p.m.**

#2.

Mayor Brown offered the following communications/announcements:

- Invited the community to be a part of the City of Compton's 90-Day Group Challenge Workout to be held Saturday, March 19, 2016 at the Greenleaf Parkway in front of Walton Middle School from 8 a.m. to 10 a.m. For more information on how you can join go to the City's website at www.comptoncity.org.
- "Women's History Tea Ceremony & Mentoring Session" will be held Tuesday, March 22, 2016 from 12 p.m. to 3 p.m. For more information please call (310) 605-5533.
- "Violence Reduction Network Consumer & Business Affairs Workshop" will be held Wednesday, March 30, 2016 from 7 p.m. to 9 p.m. at Greater Zion Church Family.

ADJOURNMENT

On motion by Sharif, seconded by Galvan, the meeting was adjourned at 9:01 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

City Clerk of the City of Compton

Mayor of the City of Compton

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer

RESOLUTION TITLE: City Treasurer's Investment Report to the City Council for January 2016.

<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.	

DATE: MARCH 22, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF JANUARY 31, 2016.

DOUGLAS SANDERS
CITY TREASURER

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

CITY OF COMPTON Portfolio Management Portfolio Summary January 31, 2016

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Pasabook/Checking Accounts -2	707,467.39	707,467.39	707,467.39	2.76	1	1	0.109	0.110
Local Agency Investment Funds	24,772,799.10	24,772,799.10	24,772,799.10	96.75	1	1	0.362	0.367
Managed Pool & Money Market Account	124,440.71	124,440.71	124,440.71	0.49	1	1	0.148	0.150
Investments	25,604,707.20	25,604,707.20	25,604,707.20	100.00%	1	1	0.354	0.359

Total Earnings	January 31	Month Ending	Fiscal Year To Date
Current Year	6,807.33		43,620.04
Average Daily Balance	23,534,197.76		22,188,677.45
Effective Rate of Return	0.34%		0.33%

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council Gov Code 53646(b) (3)). The monthly investment report must state the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide client cash to meet six months of estimated expenditures; there should be sufficient cash available. In August 2015 the City completed another TRAN's transaction of approximately \$10 million the balance due in June 2016. As of January 31, 2015, the seventh month of the Fiscal Year 2015/2016, the City had an estimated total in the General City Bank account plus LAIF accounts of \$18.9 million. At the time of this report period there was approximately \$3.3 million in payroll funding and outstanding warrants and to be paid to vendors. Our PERS balance is approximately \$7.4 million as of the date of this report period. PERS allocation from the January property tax revenue was approximately \$1.5 million, and the City will be receiving more in the April 2016 distribution. In previous Fed meetings they stated to continue to keep the fed rates below 1/4 of 1%. However, in their December meeting the Fed did increase the Fund rate by .25%, the first increase in seven years. The City of Compton's most recent property tax revenue was in January of this fiscal year 2015/2016. The City made its major Bond payments in August and September 2015. The next major bond payments are for the CRA/SUCCESSOR AGENCY in February 2016, Bond Sewer and Water Bond in March 2016. Over the last 4 1/2 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's Office, as well as The Treasurer's Office, contributing to the success of our City. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 1/29/16
3 month T-Bill @ 0.3100%
6 month T-Bill @ 0.4230%
1 year T-Bill @ 0.4390%

3-9-16

DOUGLAS SANDERS, CITY TREASURER

Reporting period 01/01/2016-01/31/2016

Run Date: 03/08/2016 - 17:55

Portfolio COMP
AC
PM (PRF PM1) 7.3.0
Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
January 31, 2016

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			401,411.16	401,411.16	401,411.16	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			306,056.23	306,056.23	306,056.23	0.150	0.148	0.150	1	
		Subtotal and Average	707,407.70		707,467.39	707,467.39	707,467.39		0.109	0.110	1	
Local Agency Investment Funds												
6000	6000	General City			10,294,055.01	10,294,055.01	10,294,055.01	0.367	0.362	0.367	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00	0.367	0.362	0.367	1	
6029	6029	Measure R			505,664.71	505,664.71	505,664.71	0.367	0.362	0.367	1	
6019	6019	EDA Revolving Loan			68,069.34	68,069.34	68,069.34	0.367	0.362	0.367	1	
6002	6002	Prop C			3,759,505.76	3,759,505.76	3,759,505.76	0.367	0.362	0.367	1	
6030	6030	PROP A			2,248,762.89	2,248,762.89	2,248,762.89	0.367	0.362	0.367	1	
6027	6027	River Mountain Conservancy			11,803.88	11,803.88	11,803.88	0.367	0.362	0.367	1	
6007	6007	Successor Agency General			9,622.88	9,622.88	9,622.88	0.367	0.362	0.367	1	
6003	6003	Sewer Bond Proceeds			831,838.98	831,838.98	831,838.98	0.367	0.362	0.367	1	
----	6022	Regional Park			2,751,680.07	2,751,680.07	2,751,680.07	0.367	0.362	0.367	1	
	6021	Retirement Fund			4,291,795.58	4,291,795.58	4,291,795.58	0.367	0.362	0.367	1	
		Subtotal and Average	22,702,363.58		24,772,799.10	24,772,799.10	24,772,799.10		0.362	0.367	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,907.55	123,907.55	123,907.55	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.09	203.09	203.09	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.07	330.07	330.07	0.040	0.039	0.040	1	
		Subtotal and Average	124,426.48		124,440.71	124,440.71	124,440.71		0.148	0.150	1	
		Total and Average	23,534,197.76		25,604,707.20	25,604,707.20	25,604,707.20		0.354	0.359	1	

Portfolio COMP
AC
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.3b

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2016**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	347,590.39
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	6,292,168.30
1520	MEASURE R	BANK OF THE WEST	225,528.76
2000	PROP A	BANK OF THE WEST	509,389.15
4000	SA GENERAL	BANK OF THE WEST	937,591.33
1203	SA LOW COST HOUSING	BANK OF THE WEST	2,646,050.00
2100	PERS	BANK OF THE WEST	1,563,215.66
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	401,411.16
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	342,099.28
2805	HOME LOAN PROGRAM	BANK OF THE WEST	455,213.60
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,404,134.06
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	57,340.60

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2016

#3.

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	759.00
1900	PROP C	BANK OF THE WEST	124,520.42
6300	WORKERS COMP	BANK OF THE WEST	205,298.82
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,622,610.15
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	477,298.29
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,008.50
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	171,909.00
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,712,506.81

March 22, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SIGN THE PHA PLAN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC HOUSING AUTHORITY ANNUAL PLAN (2015 – 2016)

SUMMARY

Staff recommends that the City Council authorize the City Manager to sign the PHA Plan Certifications and adopt a resolution approving submission of the Annual 2016 Public Housing Agency (PHA) Plan.

BACKGROUND

As required by Section 511 of the Quality Housing and Work Responsibility Act of 1988, staff has prepared the Annual Plan for Fiscal Year 2015-2016 for submittal to the Department of Housing and Urban Development (HUD).

The PHA Plans advise HUD, Section 8 participants and other members of the public about the PHA's mission, goals and objectives, policies, programs, operations for serving the needs of low-income and very low-income families, and the PHA's strategies for addressing those needs. The Annual PHA Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes made that were not included in the Five Year Plan. The Annual Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low income and very low-income families and the PHA strategy for addressing those needs.

STATEMENT OF THE ISSUE

Federal regulations require that a Resident Advisory Board (RAB) participate in the planning process and assist and make recommendations regarding the PHA Plan. The RAB met on March 3, 2016. PHA's are required to consider the RAB's recommendations to the Plan, but are not required to agree with them. The RAB was asked to submit recommendations and comments regarding the draft PHA Plan. The RAB reviewed the PHA Plan but there were no recommendations made by the RAB on the PHA Plan.

#4.

PHA's are required to conduct a Public Hearing. A Joint Public Hearing will be conducted at the March 22, 2016, UCDC meeting. HUD regulations require approval of the Plans by the UCDC. The draft Plan has been made available for review at the City's Clerk's Office and the Local Housing Authority. The City is required to consider written comments, as well as those comments made at the Public Hearing.

The PHA's goals and objectives are identified on page one of the PHA Plan. The Primary goal of the program is to assist as many households as possible with the funding provided.

ALTERNATIVE

Do not approve one or both of the PHA Plans and direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact on the General Fund of the adoption of the Housing Authority's PHA Annual Plan. The Housing Authority is funded exclusively with federal resources provided by HUD.

RECOMMENDATION

It is recommended the City Council approve the Annual PHA Plan as presented, authorize the City Manager to sign the PHA Certification of Compliance with PHA Plans and Related Regulations (HUD-5077), and instruct staff to submit the PHA Annual Plan 2016 to HUD for approval.

DELMONSHA GREEN
HOUSING DIRECTOR

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO SIGN THE PHA PLAN
CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC
HOUSING AUTHORITY ANNUAL PLAN (2015 – 2016)**

WHEREAS, the U.S. Department of Housing and Urban Development requires the development, adoption and implementation of a Public Housing Authority (PHA) Annual Plan; and

WHEREAS, the City Council conducted a joint public hearing with the Urban Community Development Commission, acting as the Compton Local Housing Authority on March 22, 2016, in compliance with requirements of the U.S. Department of Housing and Urban Development; and

WHEREAS, it is one of the City of Compton’s top priorities to effectively and efficiently operate the Compton Local Housing Authority pursuant to all federal and local rules.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF COMPTON
HEREBY RESOLVES AS FOLLOWS:**

Section 1. That the City Council does hereby approve and authorize the submission of the Public Housing Authority Annual Plan for 2015-2016.

Section 2. That the City Manager, on advice and approval of the City Attorney is hereby authorized to execute and deliver any and all documents in connection with the 2015-2016 Annual PHA Plan.

Section 3. That a certified copy of this Resolution shall be transmitted to the U.S. Department of Housing and Urban Development.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, the Compton Local Housing Authority and City Clerk.

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

RESOLUTION NO. _____
Page 2

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Commissioners, signed by the Mayor and attested by the Clerk at the regular meeting thereof on the ____ day of _____, 2016.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SIGN THE PHA PLAN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE PUBLIC HOUSING AUTHORITY ANNUAL PLAN (2015-2016)

Delmonsha Green
DEPARTMENT MANAGER'S SIGNATURE

3/2/2016 4:13:21 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/15/2016 3:25:11 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/10/2016 11:29:24 AM
DATE

Roger Haley
CITY MANAGER

3/8/2016 12:27:15 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.

March 22, 2016

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 PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON/ALONDRA AREA SEWER MAIN RESTORATION PROJECT (CIP #10-20) AND ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF \$304,500

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to enter into a professional service agreement with Dudek for construction management and inspection services for the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20) and authorize the issuance of a purchase order in the amount of \$304,500.00.

BACKGROUND

The Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20) consists of lining approximately 7.5 miles of sewer main within the Wilmington/Alondra Area, south of the Compton Airport. Specific improvements include sewer cleaning, CCTV inspection, point repairs of pipe, in-place sewer lining, and in-place manhole rehabilitation. The Sewer Main Restoration Project will improve the flow regime of existing sewer mains routed in easements along the rear property lines of houses in the project area. Addressing the service life of existing sewer mains before they degrade into a condition that may cause excessive sewage infiltration on private property is a benefit of this project. Construction of the project is for 135 working days.

On January 12, 2016, City Council awarded the Project construction contract to Southwest Pipeline & Trenchless Corporation for \$2,393,555. Essential to the project is to retain the services of a qualified and experienced engineering firm to provide construction management and inspection services for the Project.

#5.

Staff Report – Resolution Authorizing Agreement with Dudek
Construction Management/Inspection Services
Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20)
March 22, 2016, Page 2 of 5

STATEMENT OF ISSUE

On January 12, 2016, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On January 28, 2016, a total of nine (9) proposals were received, reviewed and ranked by staff with the three (3) most responsive firms selected as follows:

<u>Rank</u>	<u>Construction Management Firm</u>	<u>Location</u>
1	Dudek	San Marcos, CA
2	Civil Source	Irvine, CA
3	Infrastructure Engineers	Orange, CA

Construction management and inspection services for the Sewer Main Restoration Project will include the following:

1. **Preconstruction Conference** – Outline project specifics. Inform contractor of project administration procedures.
2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.
3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.
4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
9. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
10. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
11. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
12. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.
13. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
14. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.
15. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.
16. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.
17. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.
18. **Final Walkthrough** – Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

#5.

Staff Report – Resolution Authorizing Agreement with Dudek
Construction Management/Inspection Services
Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20)
March 22, 2016, Page 4 of 5

19. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

Selection Process

Pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover. A committee consisting of Public Works staff reviewed the proposals submitted. The committee reviewed the material in the Proposals submitted by the consultants and ranked the most qualified proposals.

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection (“QBS”) is where selection is based on the most appropriate provider of the professional services; fees are not an initial consideration. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant’s demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The fees were not considered until after the selection of the most qualified firms.

After evaluation of the proposals submitted, staff determined that the proposal and fee (\$304,500) submitted by Dudek was deemed the most responsive firm to provide the needed construction management and inspection services for the Wilmington/Alondra Area Sewer Main Restoration Project. Dudek will provide the City with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar projects for several Southern California cities.

In order to award the professional service agreement to Dudek to provide construction management services to be performed on the Project City Council’s authorization is necessary.

ALTERNATIVE

The City desires construction management services of the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20). Therefore, is no other alternative is being proposed.

Staff Report – Resolution Authorizing Agreement with Dudek
Construction Management/Inspection Services
Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20)
March 22, 2016, Page 5 of 5

FISCAL IMPACT

Funds in the amount of \$304,500.00 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 5117-710-000-4269 (Sewer Bonds).

RECOMMENDATION

Staff recommends the City Council accepts the proposal submitted by Dudek to provide construction management services for the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20) and authorize the City Manager to enter into a professional services agreement and establish a purchase order in the amount of \$304,500.00.

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

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RH:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON/ALONDRA AREA SEWER MAIN RESTORATION PROJECT (CIP #10-20) AND ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF \$304,500

WHEREAS, on January 12, 2016, the City Council awarded the construction contract for the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20); and

WHEREAS, the Project consist of lining approximately 7.5 miles of sewer main within the Wilmington/Alondra Area, south of the Compton Airport and specific improvements include sewer cleaning, CCTV inspection, point repairs of pipe, in-place sewer lining, and in-place manhole rehabilitation; and

WHEREAS, essential to the Project is to retain the services of a qualified and experienced engineering firm to provide construction management and inspection services for the Project; and

WHEREAS, on January 12, 2016, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On January 28, 2016, a total of nine (9) proposals were received, reviewed and ranked by staff with the three (3) most responsive firms selected as follows:

<u>Rank</u>	<u>Construction Management Firm</u>	<u>Location</u>
1	Dudek	San Marcos, CA
2	Civil Source	Irvine, CA
3	Infrastructure Engineers	Orange, CA

WHEREAS, the evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work and after evaluation of the proposals submitted, staff determined that the proposal and fee (\$304,500) submitted by Dudek was deemed the most responsive firm to provide the needed construction management and inspection services for the Wilmington/Alondra Area Sewer Main Restoration Project; and

WHEREAS, funds in the amount of \$304,500.00 are available in the Public Works/Municipal Utilities Fiscal Year 2015-2016 budget.

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

SECTION 1. That the proposal submitted by Dudek is hereby accepted.

SECTION 2. That the City Manager, upon approval of the City Attorney is authorized to enter into a professional services agreement with Dudek for construction management and inspection services for the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20).

SECTION 3. That a purchase order in the amount of \$304,500 is authorized to be established for Dudek for services performed for the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20).

SECTION 4. That funds in the amount of \$304,500.00 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 5117-710-000-4269 (Sewer Bond).

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

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the ____ day of _____, 2016.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DUDEK**

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 Dudek (hereinafter referred to as "**CONSULTANT**"), located at 1645 South Rancho Santa Fe Road, Suite 202, San Marcos, California 92069.

RECITALS:

WHEREAS, the City will be implementing the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20); and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20); and

WHEREAS, by **Resolution No. ____**, adopted on the ____th day of **March 2016**, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant Dudek to provide construction management services on Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20); and

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

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Wilmington/Alondra Area Sewer Main Restoration Project (CIP #10-20). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

- Pre-construction Conference
- Management Information System (MIS)
- Review Traffic Control Plans
- Meetings
- Issues Management

- Schedule
- Cost Control
- Labor Compliance
- Change Orders
- Dispute Resolution
- Quality Control/Inspection
- Public relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- “As-Built” Drawings
- Final Walkthrough
- Project Completion Report

As more fully described in the City’s **“Request for Proposals for Construction Management & Inspection Services – Sewer Rehabilitation Project (CIP# 10 -20)”** and in Consultant’s **“Proposal to Provide Construction Management Services for the Sewer Rehabilitation Project CIP# 10-20”** dated January 28, 2016, both of which are incorporated herein by this reference.

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

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

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

George Litzinger, P.E., Principal-In-Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and

professional manner until the services to be rendered are complete, unless terminated earlier. Based on the progression of the construction, the parties anticipate that Consultant's services will be completed within one hundred thirty five (135) working days after commencement of the services by Consultant.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's "**Proposed Fee & Schedule**" dated November 20, 2014 and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Three Hundred Four Thousand Five Hundred Dollars (\$304,500.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any

and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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

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

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto

and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

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

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

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

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

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

employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

George Litzinger, P.E., Principal-In-Charge

(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:

Dudek
1645 South Rancho Santa Fe Road, Suite 202
San Marcos, California 92069
Attn: George Litzinger, P.E.
(760) 744-4578
(760) 744-4570

TO CITY:

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

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

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

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

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

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

DUDEK
CONSULTANT

Dated: _____

By _____
George Litzinger, P.E., Principal-In-Charge

CITY OF COMPTON
Recommended for Approval:

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

Dated: _____

#5.

Approved by:

Dated: _____

By _____
Roger L. Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

DUDEK

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP #10-20 SEWER REHABILITATION PROJECT

PREPARED FOR
City of Compton
Public Works/Municipal Utilities Department



PREPARED BY

Dudek

1645 S. Rancho Santa Fe Rd., Ste. 201

San Marcos, CA 92078

800.450.1818

www.dudek.com

January 28, 2016

January 28, 2016

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

Subject: Construction Management and Inspection Services for CIP #10-20 Sewer Rehabilitation Project

Dear Mr. Kau:

Dudek's understanding of the sewer rehabilitation project for the City of Compton (City) is second to none because we have designed, managed, and inspected several similar projects. Our construction management and inspection experience with similar projects will benefit the City for the following reasons:

Our Inspectors and Construction Managers are Experienced in Trenchless Technology

Ryan Ruiz (a degreed Structural Engineer), our inspector for this project, most recently inspected the installation of cured-in-place-pipe (CIPP) on the City of San Juan Capistrano's and City of Culver City's sewer rehabilitation projects, which provided similar challenges as this project. Mr. Ruiz has been trained by the National Association of Sewer Service Companies (NASSCO) in the Inspector Training and Certification Program (ITCP), Manhole Inspector Certification Program, Manhole and Assessment Certification Program (MACP), and Pipeline Assessment and Certification Program (PACP). Mr. Ruiz is also very experienced in providing public relations and keeping residents informed about the status of construction.

Supporting Mr. Ruiz is Mr. Garrett White, technical advisor, and Dudek's construction manager (CM) Mr. Bill Gallegos. For 10 years, Mr. White has managed and inspected several sewer rehabilitation projects. Most recently, he oversaw the construction of the City of San Juan Capistrano's and City of Culver City's Sewer Rehabilitation projects that involved the CIPP lining of approximately 150,000 LF of sewer mains. Mr. White and Mr. Gallegos have been trained and certified by NASSCO in the Inspector Training and Certification Program (ITCP), Manhole Inspector Certification Program, Manhole and Assessment Certification Program (MACP), Pipeline Assessment and Certification Program (PACP), and he are also a Certified Trainers for NASSCO. Together, they were responsible for inspecting all of the work, reviewing Requests for Information (RFIs) and providing public relations and overall project coordination on those projects. They will have the support of George Litzinger and Jason Linsdau, who have managed CIPP lining and open cut trenching projects themselves.

Dudek Has All the Necessary Sewer Rehabilitation Expertise

Dudek's CMs and inspectors have extensive experience in rehabilitation and new installation of hundreds of miles of pipeline projects of various materials. Key team members have completed inspection and construction management of CIPP sewer rehabilitation projects, ranging from a 24-inch ductile iron force main with multiple 45° bends to very complex CIPP rehabilitation of collection sewers through exclusive golf courses and resorts, requiring complicated bypass systems and extensive coordination with the community. Dudek has also provided design and engineering services on similar projects for the City.

Mr. Glen Kau, City of Compton

Subject: Construction Management and Inspection for CIP #10-20 Sewer Rehabilitation Project

Innovative and Economical Approach

Mr. Ruiz, Mr. Gallegos, and Mr. White are all very familiar with the City's processes and procedures, and possess the public relations skills required to successfully complete the work within easements on residential properties, work on large arterial streets, and coordination between multiple agencies. This experience allows them to hit the ground running, minimizing lost lead-time and saving the City and its taxpayers valuable time and money.

Our approach will be to provide the City with problem-free construction management and inspection services, working with the City's project manager to oversee all aspects of this project. We will manage this project to ensure all requirements of the project's plans and specifications are strictly adhered to and completed in a timely manner with a high-quality project. They will work with the contractor to ensure they have the adequate resources to meet the construction schedule. They will take a proactive approach when dealing with the public, providing adequate notices and information, monitoring traffic control, and documenting existing conditions to minimize claims and complaints to the City.

As part of our approach, Dudek will implement processes to effectively manage the City's project. Our staff brings significant skill to implementing project controls and will document the project to protect the City from claims. They are "bulldogs" when it comes to paperwork. Rest assured that the City will have the correct documentation, plans and specifications will be enforced, and changes will not be made unless directed by the City.

Dudek is excited about the opportunity to provide these services to the City. Should you have any questions or require additional information during the proposal evaluation process, please contact me on my cell at 619.980.7048 or glitzinger@dudek.com.

Sincerely,

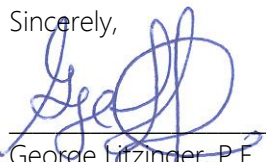

George Litzinger, P.E.
Principal in Charge

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APPENDICES

A Resumes

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1 Firm's Background and Qualifications

1.1 Dudek Overview

Since 2009, Dudek has provided construction management and inspection services to the cities of Culver City, San Juan Capistrano, Carlsbad, and Huntington Beach on several sewer lining rehabilitation and open trench sewer line replacement projects.

In short, we know the project and can offer high-quality inspection and construction management service without any ramp-up time or hiccups, saving the City valuable time and money.

Key solutions we offer the City for this project include the following:



CIPP liner is inserted into the existing host pipe; water is used to inflate the liner, molding it to the existing host pipe. Heating the water cures the liner to the pipe.

Experience with Your Project and Trenchless Technology

As one of the only firms in Southern California with employees certified in National Association of Sewer Service Company (NASSCO) standards, Dudek proposes Bill Gallegos, Garrett White and Ryan Ruiz. All are fluent in NASSCO standards and have completed the Inspector Training and Certification Program (ITCP), Manhole and Assessment Certification Program (MACP), and Pipeline Assessment and Certification Program (PACP). Our team also has recent extensive experience on open trench work for the City of Huntington Beach's Warner Avenue Gravity Sewer Project and City of Carlsbad's Home Plant Force Main Replacement Projects.

The proposed Dudek team has extensive experience in inspection and in managing installation of hundreds of miles of pipeline projects of various materials. Key team members have completed inspection and construction management of cured-in-place-pipe (CIPP) sewer rehabilitation projects, ranging from a 24-inch ductile iron force main with multiple 45° bends to very complex CIPP rehabilitation of collection sewers through exclusive golf courses and resorts, requiring carefully designed bypass systems. We are prepared to apply these skills to your project.

Ability to Respond Quickly and Efficiently with Appropriate Staff

For the project's duration, Mr. Gallegos will work out of our Dudek Pasadena office and will be available at a moment's notice. Mr. Gallegos is familiar with the City and has previously worked on sewer lining rehabilitation projects. With more than 300 employees based in Southern California, we are one of the region's leading mid-sized construction management, engineering, and environmental firms. Our structure allows us to be nimble problem solvers with project managers who stay involved in clients' projects from start to finish while offering a depth and variety of services. Dudek has the flexibility and responsiveness necessary to adapt to the ever-changing construction process and, while working with the City, will help ensure that the construction work proceeds as smoothly as possible. There will be challenges, but Dudek will work with the City to resolve them and get projects done on time and within budget.

Knowledge of Local Resources

For more than 30 years, Southern California municipal agency/public-sector clients have relied on Dudek to deliver practical, workable, and cost-effective solutions for infrastructure and construction management projects throughout the Los Angeles County area.

Dudek is familiar with the contractors that will be bidding the City's project and has worked with several of the local laboratories that will provide material testing services. Through our design, construction management, and inspection services, we have become familiar with the local City safety services (police and fire) as well as the resources for TV inspection and other maintenance services for sewer bypass pumping.

Knowledge of City Procedures

Dudek has direct experience with the City's processes and procedures and can hit the ground running, eliminating any delay or disruption to the project. Through our current work, we are familiar with the City's permitting process including traffic control and building departments.

2 Firm's Experience and References

Dudek has provided construction inspection and construction management for an array of sewer collection system rehabilitation projects since its founding in 1980. A summary of recent pipeline inspection projects completed in Southern California by the proposed team key personnel is illustrated on the following pages in **Table 1**. Detailed project descriptions are provided after the table.

TABLE 1. SEWER LINING PROJECT EXPERIENCE WITHIN LAST 5 YEARS

Projects	Comments	Similar Project Issues									
		Size (inches)	Condition Assessment	Construction Inspection	Construction Management	Public Relations	Caltrans Crossing	Traffic Control	Hydraulic Analysis	Easements	Trenchless Technology
City of San Juan Capistrano Annual Sewer Rehabilitation Program	Construction management and inspection services for the rehabilitation of approximately 9,000 LF of small diameter sanitary sewer at various locations throughout Historic San Juan Capistrano, including relining of 5,000lf of 21” large diameter trunk sewer, located within the Orange County Flood Control Districts environmentally sensitive Trabuco Creek channel, by means of Cured in Place pipe.	Varies	◆	◆	◆	◆	◆	◆			
City of Culver Sewer Lining Rehabilitation Project Phase II & III	Construction management and inspection for the rehabilitation of 90,000 LF of sewer mains and manholes that were located in busy urban areas. Inspection and testing of the CIPP installed by Insituform. On-site field inspection during video inspection of the inside of the sewer mains, using methodology and personnel certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program.	Varies		◆	◆	◆	◆	◆	◆	◆	◆
City of Carlsbad Terramar Force Main Replacement Project	The Terramar Force Main Replacement project involved the CIPP of approximately 300 LF of 10-inch sewer force main. The CIPP lining of the force main was under a RXR Crossing Easement.	10		◆	◆	◆		◆		◆	◆

TABLE 1. SEWER LINING PROJECT EXPERIENCE WITHIN LAST 5 YEARS

Projects	Comments	Similar Project Issues									
		Size (inches)	Condition Assessment	Construction Inspection	Construction Management	Public Relations	Caltrans Crossing	Traffic Control	Hydraulic Analysis	Easements	Trenchless Technology
City of Culver City Sewer Lining Rehabilitation Project Phase I	Construction management and inspection for the rehabilitation of 90,000 LF of sewer mains and manholes that were located in busy urban areas. Inspection and testing of the CIPP and fold-and-form PVC installed by Sancon. On-site field inspection during video inspection of the inside of the sewer mains, using methodology and personnel certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program.	Varies		◆	◆	◆	◆	◆	◆	◆	◆
City of Vista Rehabilitation Project	Full-time inspection of Wet Out facility for 10,000 LF of 36-inch CIPP Liners.	36	◆	◆	◆	◆	◆	◆	◆	◆	◆
Laguna Beach North Coast Interceptor Sewer Rehabilitation	Dudek prepared engineered design plans, specifications, inspection, and an engineer’s estimate of probable construction costs for the rehabilitation of the existing 24-inch sewer main and modifications to the storm drain crossing.	24	◆	◆	◆	◆	◆	◆			◆
Rubidoux Community Services District –Sewer Replacement Project	Dudek provided construction management and inspection services for the replacement of the District’s regional wastewater pipeline and pump stations facilities damaged by flooding. The facilities replaced included 2,500 feet micro-tunneling for 12-inch force main, 5,000 feet of open cut trench for gravity sewers, three sewer lift stations, and road repairs.	12		◆	◆	◆		◆		◆	◆

2.1 Similar Projects

Annual Sewer Rehabilitation Program

Client: City of San Juan Capistrano
Client Reference: Mike Marquis, PE, 949.443.6326
Completion Date: Ongoing
Key Personnel: Ryan Ruiz / Garrett White, inspectors

Dudek provided construction management and inspection services for the rehabilitation of approximately 9,000 LF of small diameter sanitary sewer at various locations throughout Historic San Juan Capistrano, including relining of 5,000lf of 21" large diameter trunk sewer, located within the Orange County Flood Control Districts environmentally sensitive Trabuco Creek channel, by means of Cured in Place pipe. Large diameter Bypassing was maintained during all phases of construction while performing work on the trunk sewer. Dudek performed review of pre-lining CCTV to determine if the sanitary sewer was acceptable to receive the CIPP liner. The Dudek Inspection team performed all inspections per NASSCO PACP and ITCP requirements. The scope of work also included rehabilitation of large diameter 36"-48" storm drain pipe by utilizing Cured in Place Pipe (CIPP) trenchless method of rehabilitation. The project also included rehabilitation of 15 manholes with spray on calcium aluminate and pressure grouting of the manholes to eliminate infiltration and inflow into the manhole. The Dudek team tested CIPP samples to determine if the installed product was in conformance with contract specifications. Post CIPP installation CCTV was also reviewed to determine if the installed liner was acceptable and to determine the severity of CIPP liner features.



City of Culver City Sewer Main Lining Rehabilitation Project (Phase IV)

Client: City of Culver City
Client Reference: Mr. Hong Wang, Senior Civil Engineer, 310.253.5604
Completion Date: Ongoing
Key Personnel: George Litzinger, P.E., principal-in-charge / Jason Linsdau, construction manager/ Garrett White, inspector / Ryan Ruiz, inspector / Bill Gallegos

Dudek was contracted by the City of Culver City to provide construction management and inspection services for the rehabilitation of over 93,000 LF of sewer mains and manholes that were located in busy urban areas and as well as backyard easements. The project also involved the CIPP lining of two 8" Diameter siphons. Over 20 open trench point repairs were also completed during project including review and assessment for the installation of over 500 Full Circle CIPP lining of existing service lateral connections.



This was a challenging citywide project requiring coordination with multiple agencies (City of Los Angeles, and Golden State Water Company), thousands of residents and

large corporations (Sony Studios, Culver Movie Studios, and NFL Network). Dudek inspected traffic control and site SWPPP as well.

Dudek inspected and tested all of the CIPP installed by the contractor for the entire duration of the project. CIPP lining requires reliable sewage bypass methods, and Dudek's 25 years' experience in this type of work provided the City proven temporary bypass methods and guidelines that minimized risk, with clear instructions to Southwest Trenchless corporations that were enforced throughout construction. To ensure system problem accuracy, Dudek provided on-site field inspection during video inspection of the inside of the sewer mains, using methodology and personnel certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program. The sewer collection systems' defects were ranked according to Sewer Main, Lateral Connections, and Manholes, and rehabilitated by Southwest as required.

Project Features

- Open Trench Point Repairs work in backyard easements.
- CIPP Lining of 6-inch, 8-inch and 10-inch, 15-inch and 18-inch Sewers
- CIPP Lining of two 8" Diameter Siphons
- Manhole Rehabilitation
- Full Wrap Lining of existing lateral connections
- Structural and ICBO Inspections
- Sewer Main Inspection per NAASSCO Program
- CIPP Inspections per NASSCO ITCP Program

Sewer Main Lining Rehabilitation Project (Phase II and III) and Lining of Abandoned 10" Braddock Force Main

Client: City of Culver City
Client Reference: Mr. Hong Wang, Senior Civil Engineer, 310.253.5604
Completion Date: July 2014
Key Personnel: George Litzinger, P.E., principal-in-charge / Jason Linsdau, construction manager/ Garrett White, inspector / Ryan Ruiz, inspector / Bill Gallegos

Dudek was contracted by the City of Culver City to provide construction management and inspection services for the rehabilitation of 92,000 LF of sewer mains and manholes that were located in busy urban areas and as well as backyard easements. The project also involved the CIPP lining of 4,600 LF of a 10-inch force main and two force main tie-ins into the 60-inch WLAS sewer interceptor. Over 20 open trench point repairs were also completed during project. This was a challenging City wide project requiring coordination with multiple agencies (City of Los Angeles, Army Corp. and Golden State Water Company), thousands of residents and large corporations (Sony Studios, Culver Movie Studios and NFL Network). Dudek inspected traffic control and site SWPPP as well.

Dudek inspected and tested all of the CIPP installed by the contractor for the entire duration of the project. CIPP lining requires reliable sewage bypass methods, and Dudek's 25 years' experience in this type of work provided the City of Culver City proven temporary bypass methods and guidelines that minimized risk, with clear instructions to Insituform that were enforced throughout construction. To ensure system problem accuracy, Dudek provided on-site field inspection during video inspection of the inside of the sewer mains, using methodology and personnel certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program.

Project Features

- Open Trench Point Repairs work in backyard easements.
- CIPP Lining of 6-inch, 8-inch and 10-inch, 15-inch and 18-inch Sewers
- CIPP Lining of 15-inch sewer siphon and 10-inch force main
- Manhole Rehabilitation
- Full Wrap Lining of existing lateral connections
- Structural and ICBO Inspections
- Sewer Main Inspection per NAASSCO Program

Sewer Main Lining Rehabilitation Project (Phase I)

Client: City of Culver City
Client Reference: Mr. Hong Wang, Senior Civil Engineer, 310.253.5604
Completion Date: April 2010
Key Personnel: George Litzinger, P.E., principal-in-charge; Garrett White, inspector

Dudek was contracted by the City of Culver City to provide construction management services for the rehabilitation of several miles of sewer mains and manholes that were located in busy urban areas. Dudek inspected and tested the CIPP and fold-and-form PVC installed by Sancon. The situ methods require reliable sewage bypass methods, and Dudek's 25 years' experience in this type of work provided the City of Culver City proven temporary bypass specifications and guidelines that minimized risk, with clear instructions to Sancon that were enforced throughout construction. To ensure system problem accuracy, Dudek provided on-site field inspection during video inspection of the inside of the sewer mains, using methodology and personnel certified by the National Association of Sewer Service Companies (NAASSCO) Pipeline Assessment Certification Program. The sewer collection systems' defects were ranked according to Sewer Main, Lateral Connections, and Manholes, and rehabilitated by Sancon as required.



Project Features

- CIPP Lining of 6-inch, 8-inch and 10-inch Sewers
- Manhole Rehabilitation
- Subsurface Utilities
- Structural and ICBO Inspections
- Sewer Main Inspection per NAASSCO Program

Rubidoux Sewer Replacement Project

Client: Rubidoux Community Services District
Client Reference: Ron Young, Assistant Engineer/Project Manager, 951.684.7580
Completion Date: April 2010
Key Personnel: George Litzinger, P.E., principal-in-charge; Garrett White, inspector

Dudek was contracted to provide construction inspection and management services for the replacement of the District's regional wastewater pipeline and pump stations facilities damaged by flooding. The facilities replaced included 2,500 feet of micro-tunneling for the parallel 14- and 16-inch force mains, 5,000 feet of open cut trench for gravity sewers, 1,000 feet of 12-inch CIPP, bypassing operations, three sewer lift stations and road repairs. The scope of work included pre-construction, kick-off and weekly progress meetings, QA/QC, daily documentation, public outreach, coordination of the project Health and Safety Program, record drawing review and drafting support, and construction staking for all owner-provided stakes in the construction documents. Dudek also provided review and analysis of the contractor's construction schedule, Requests for Information (RFIs), requests for change orders, plans and specifications and progress payment requests to ensure conformance with the contract documents.



Project Features

- 12-inch CIPP Liner
- Manhole Rehabilitation
- Subsurface Utilities
- Structural and ICBO Inspections
- Sewer Main Inspection per NAASSCO Program

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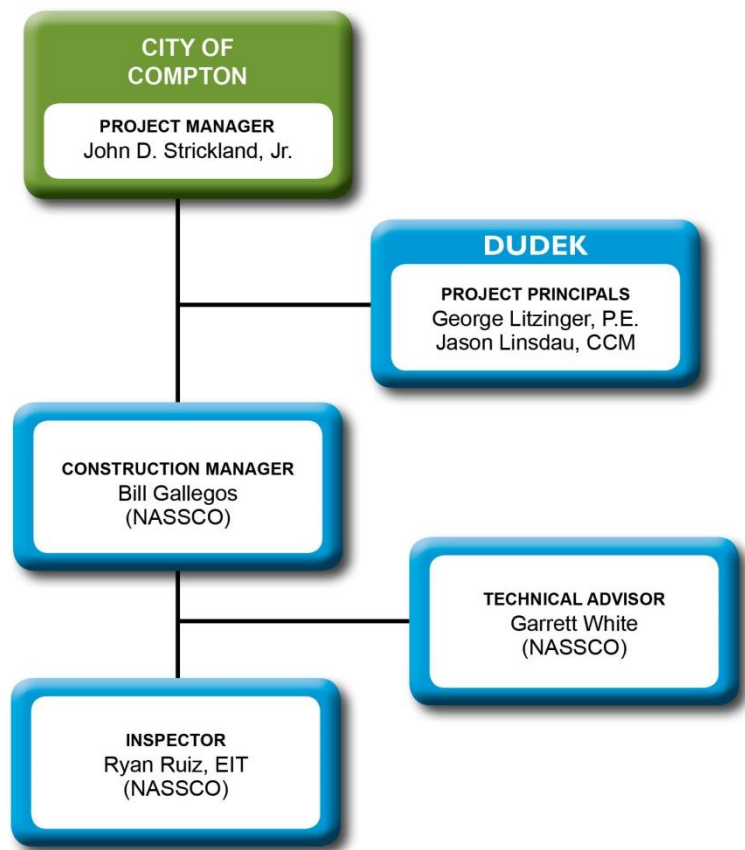
3 Project Team

3.1 Proposed Project Team Members

Based on our review of your project requirements, we are confident that the Dudek team can dedicate the necessary personnel to staff your project. The capacity and capability to perform the required work is having enough of the right people where and when you need them. Dudek has assembled a project team with the expertise and depth of staff and technical resources necessary to provide the required services.

Dudek’s personnel organizational chart for this project is illustrated in **Figure 1**. A short biography for team members follows the organizational chart. Resumes, including education, detailed project experience, and licensing and certification information, are located in **Appendix A**.

FIGURE 1. PROJECT ORGANIZATIONAL CHART



Principal-in-Charge – George Litzinger, P.E.

Time Commitment: As-Needed

George Litzinger has more than 29 years' experience, leadership, and supervision in engineering and construction. As project director, he supervises the construction management division and is responsible for all of Dudek's construction projects and programs ranging between \$50 million and \$100 million. Mr. Litzinger has managed a variety of projects for both the private and public sectors including water treatment plants, reservoirs, pipelines, golf courses, small dams, subdivisions, streets and roads, drainage projects, sewage treatment plants and fire stations.

Most recently, he was the Principal-in-Charge for three sewer rehabilitation projects for the City of Culver, City of Huntington Beach and for Goleta Sanitary District. These projects were completed on schedule, within budget, and without claims by the contractor.

As Principal-in-Charge, Mr. Litzinger will ensure the team is functioning as required and to the City's satisfaction, prepare billings, and administer the agreement.

EDUCATION

United States International University,
San Diego
BS, Civil Engineering, 1985

CERTIFICATIONS

Professional Civil Engineer CA No. 47544
California Contractor Engineering Class "A"
License No. 731744
Landscape License C-27

PROFESSIONAL AFFILIATIONS

Construction Management Association
of America
American Society of Civil Engineers
Building Industry Association
Construction Industry Federation

Project Principal – Jason Linsdau, CCM

Time Commitment: As-Needed

Jason Linsdau has more than 12 years' supervision and leadership experience in engineering and construction. As a construction manager/resident engineer, he manages construction projects ranging between \$1.5 million and \$25 million. His responsibilities include project management, contract administration, cost control, scheduling, constructability reviews, field engineering, project coordination, claims management, public relations and estimating.

Mr. Linsdau has worked on a variety of projects for public agencies and municipalities, including parks, fire stations, administration buildings, reservoirs, pipelines, pump stations, treatment plants, golf courses, dams, roads, and drainage projects.

EDUCATION

San Diego State University
BS, Civil and Environmental Engineering

CERTIFICATIONS

CMCI Certified Construction Manager, ID
#5042
AGC Advanced SWPPP Training
8-Hour Course

PROFESSIONAL AFFILIATIONS

Technical Advisor – Garrett White

Time Commitment: 20%

Garrett White has over 25 years' experience in the rapidly changing construction industry, with an emphasis in the construction of water, wastewater, and storm drain facilities for public agencies. He has been involved with the construction of large- and small-diameter pipelines, treatment plants; pump stations for potable and non-potable distribution systems, horizontal directional drilling (HDD) and Citywide CIPP Lining Projects. Mr. White has been responsible for providing field inspection services and construction management for various cities including Culver City and water districts on capital improvement and developer projects for Dudek for the past 10 years.

As a field engineer and construction manager he is responsible for overall project coordination, issuing field orders, verifying adherence to submitted schedules, quality control and assurance, project documentation, and review of as-built records.

Construction Manager – Bill Gallegos

Time Commitment: Full Time

William Gallegos is a highly qualified construction manager who previously worked over 20 years for the U.S. Army Corps of Engineers. His first two years at the Corps were spent in the Civil and Structural Design Branch where he performed public works design for Military Base Public Works and local government civil works projects. Mr. Gallegos then transferred to the Contract Administration Branch where he prepared plans and specifications, contracts, contract change orders, and RFPs, responded to RFIs, and responded to contractors' requests for equitable adjustment, pay estimates, cost estimates, cost negotiations, and claim recommendations.

As a project engineer, he was responsible for the completion of projects from the planning stage to design to final construction, assuring that all schedules were met and all funds were properly distributed and maintained. In this role, Mr. Gallegos was assigned several projects not to exceed \$50 million per year and was responsible for constructing them according to plans and specifications, as well as approving contractor pay estimates, providing corrective action for all construction and design deficiencies, responding to all contractor correspondence, negotiating change orders, developing cost proposals, materials testing, managing up to 10 inspectors and one office engineer, and recommending project acceptance.

EDUCATION

Palomar College Courses

Public Works Inspection I

Water Distribution I

Water Treatment I

CERTIFICATIONS

ACI Concrete Field Testing Technician Grade I

ACI Concrete Repair Basics

SWPPP Certification

OSHA 10-Hour Confined Space Safety and Training Certification

NASSCO Certifications:

NASSCO certified Trainer

Cured-in-Place Pipe (ITCP) Inspection Certification Program

Pipeline Assessment Certification

Program (PACP)

Manhole Assessment and Certification Program (MACP)

EDUCATION

California Polytechnic State University
MS Structural Engineering, 1985

California Polytechnic State University
BS Civil Engineering, 1982

CERTIFICATIONS

US Army Corps of Engineers

Vicksburg Educational and Experimental Center

80-Hour Courses:

- Soil Design and Construction
- Quality Assurance and Quality Control
- Levee Design and Construction
- Cost Estimating
- Concrete Design and Construction
- Contract Specification Writing
- Channel Design and Construction
- A and E Contracting
- Asphalt Design and Construction
- Construction Contracting
- Contract Administration
- Vertical Construction
- Contract Law
- Claims and Modifications
- Construction Engineering
- Contract Negotiations

Inspector – Ryan Ruiz, EIT

Time Commitment: Full Time

Ryan Ruiz has experience as an inspector, office engineer and field engineer. Projects have included wastewater treatment facilities, Citywide CIPP lining projects, pump stations, tanks, large and small diameter sewer and water pipelines, and roadwork.

Mr. Ruiz's duties typically include performing Quality Assurance Inspection,, reviewing contractor's schedules, progress payment requests, RFI's and submittals, contractor proposed change orders, and inspection of the work. Mr. Ruiz has also participated in design revisions, safety, and negotiations on change orders.

EDUCATION

University of California, San Diego
BS, Structural Engineering

CERTIFICATIONS

EIT, Engineer-in-Training Certification-
State of California (F.E.)

Certified Erosion, Sediment and Storm
Water Inspector (CESSWI)

Certificate of Completion for Approved
Training for Qualified SWPPP
Practitioner (QSP)

NASSCO CERTIFICATIONS

Cured-in-Place Pipe (ITCP) Inspection
Certification Program

Pipeline Assessment Certification
Program (PACP)

Manhole Assessment and Certification
Program (MACP)

4 Approach and Methodology

4.1 Project Understanding

CIPP

Pre-and post CCTV quality has been found to be the most critical aspect of concern to us and our clients in the past of the CIPP construction. Most simply, if there is not a clear picture, you cannot identify what is wrong with the sewer line. We will enforce that all CCTV submissions meets the quality and intent of the specification for visual quality. It is also critical that a final CCTV is done once all repairs, in situ repairs, lateral connections or CIPP repairs are completed. Many CIPP contractors will try to submit final CCTV after initial CIPP lining and not once all work is completed with the lining and repair process.

Managing public concerns and complaints are a critical issue to all municipalities and Dudek is committed to mitigating all resident concerns, questions, and complaints prior to a resident elevating these issues to the City Management or Council level. Dudek successfully handled over 250 resident calls on our previous project for the City of Culver. Early coordination with residents and businesses is key. Dudek will also insure the contractor is providing the proper notifications to the residents and businesses on a timely basis; successfully informing the public will reduce the amount of complaints and issues. The key to a successful CIPP project is to inform resident in a timely manner, perform the work as rapidly as possible with a well-trained inspector on site at all times to respond to resident complaints and concerns. Dudek maintained a response time of less than 1 hour for all calls received.

During the installation of the CIPP, several contributing factors attribute to the efficiency and schedule of the contractor. Under normal working hours, typically 10 hours shifts, CIPP crews can successfully install up to 1,400 LF per day in two consecutive installations.

4.2 Project Approach

Dudek will provide inspection and construction management services during the lining of the City's sewer main lining rehabilitation project of approximately 39,720 LF 8" to 12" sewer mains.

1. Project Familiarity

The inspector and CM will have a comprehensive knowledge of the contractor's work for this project, will be familiar with the contract documents, and will walk all of the affected the streets and easements so that we have a full understanding and will work with the City and contractor to complete a successful project.

We understand the sensitive nature of the project from working in easements and busy multi-lane streets with heavy traffic. We will work closely with the residents and contractor to minimize impacts. We also understand the technical nature of this project and the importance of quality assurance/quality control (QA/QC) of the installed work. Dudek will develop a QA/QC program that will make certain all testing and inspection activities are performed with quality materials and state-of-the-art workmanship, and will ensure the project is completed on-schedule and within budget. The QA/QC personnel will strictly enforce the technical specifications, construction drawings, industry standards, and manufacturer's recommendations to provide only approved materials and installation workmanship.

We understand the importance for proper notification and establishing a positive relationship with residents and businesses to complete the lining and open trench work. We will coordinate the notification process, which will involve mailing notifications, community meetings, advanced warning signs, hand-delivered notices and speaking directly to affected residents and businesses.

2. Preconstruction Meeting

Mr. Gallegos will chair the preconstruction and progress meetings. Prior to the Notice to Proceed, Mr. White and Mr. Gallegos will meet jointly with the contractor, City, and other involved entities, as needed, to outline for the contractor the following: contract administration guidelines, contractual roles and relationships, reinforcement of specific requirements for safety, security, and access through various construction areas. Dudek will prepare the agenda, conduct the meeting, and issue meeting minutes. The preconstruction meeting will set the tone for the project, and it is crucial that the contractor understands that we expect him to comply with the contract documents, particularly in regards to public relations. The goal is to make certain that the contractor understands that we are there to enforce the specifications, and that we will do it fairly and consistently.

3. Construction Management / Inspection

Mr. Ruiz and Mr. Gallegos will report on the contractor's work, including that which is not applied in strict conformance with the contract specifications, project submittals, and manufacturer's requirements. The CM will assist in reviewing and coordinate submittal and RFI reviews with the City and Design Engineer to expedite the submittal turnaround process. The following reporting and recordkeeping will be provided by Dudek:

Setup Logs. Mr. Gallegos will maintain logs for Submittals, RFI's, Request for Proposals (RFP's), Change Orders (CO) in a format assessable to City staff. We will set our files up according to the City's requirements. These logs will be updated weekly and sent to the City for review and will be included in the bi-weekly meeting minutes.

Material Tickets. The inspector will maintain excellent records of the material tickets (wet out logs, concrete delivery tickets, etc.) which are critical to insure the correct amount and type of resin are being used on each CIPP liner.

Inspection. Mr. Gallegos will inspect all construction-related activities and recommend acceptance of work when performed in accordance with the contract documents on a full-time basis. He will work with the contractor to fairly interpret the contract drawings and specifications. The inspector will coordinate review of all RFI's and will obtain a suitable response as soon as possible and continue to interface with the City until the RFI is satisfactorily answered. The inspector will provide daily reports and digital photos documenting the contractor's progress for each working day. The digital photos will be included with each daily report.

4. Public Relations

The project will occur on and affect City streets and some residential easements. Public outreach will be one the most important aspects of the job. Dudek will work with the City to develop and implement a community outreach program that will provide regular updates to residents and businesses who will be affected by this project. The program will include distributing mailers and door hangers to residents and businesses located around the project. We suggest mailers be sent out two weeks in advance as well as advanced warning signs (for the open trench areas) and suggest the final notice be sent 48-hours in advance rather than 24-hours, as it will give contractor the ability to make special arrangements, if needed, for special-needs residents. Mr.

Gallegos' cell number will be added to the mailer and hand delivered notices to ensure that he can directly handle concerns and complaints.

Mr. Gallegos will participate in two community meetings at the request of the City and will be prepared to give a presentation and schedule updates of the project, as well as answer any questions the community might have.

Mr. Gallegos will attend to all resident and business concerns and complaints in an expeditious, professional, and courteous manner. Mr. Gallegos will maintain a log of all such concerns and complaints to ensure each of these issues are addressed.

5. Change Order Preparation, Negotiation and Processing

Mr. Gallegos will prepare RFIs (at the request of the City), cost estimates, review cost proposals, track extra work, or disputed work from the contractor for changes and negotiate final costs with the final approval of the City. Mr. Ruiz will monitor and track disputed and extra work. Dudek will not authorize any changes or extra work without the permission of the City. We will prepare written justifications for each approved change order to be presented to the City. All potential and executed change orders will be tracked on a change order log which tracks both cost and schedule impacts. Dudek will not authorize any change orders or changes to the contract documents without the written approval by the City and an executed change order. Should any additional support be required for a change order, claims analysis or negotiation, Mr. George Litzinger will assist to resolve these issues.

6. Construction Schedule

We will review and analyze each activity, and the logic, to determine if the work conforms to the contract requirements and if the work can be built to the contractor's schedule. We will compare production rates and material rates. We will also review the schedule to ensure that it conforms with the requirements of MMRP as well as any stated working day limitations, City holidays, etc. stated in the contract.

7. Construction Progress Meetings

Mr. Gallegos will chair bi-weekly construction progress meetings and will prepare the agendas and distribute the meeting minutes from these meetings. The meeting minutes will designate who is responsible for action item results, and will be distributed to all in attendance and to the City within 48 hours of the meeting. These action items, chronologically listed, will be tracked until they are resolved.

8. Progress Payments

The Dudek team realizes the importance of an accurate and timely review of the monthly progress payments. Mr. Ruiz will field measure and track all bid quantities in accordance with contract documents as the work is being installed. Mr. Ruiz will meet with the contractor and discuss and agree to pay quantities, schedule of values (for lump sum bid items), and review the contractor's "as-builts" at the end of the month. Dudek will then make a recommendation to the City for the amount of the monthly progress payment on a City approved format payment request.

9. Testing Services

Both Mr. Ruiz and Mr. Gallegos are thoroughly trained in the procedures of field testing and will provide: visual inspection, liner thickness, and liner sample acquisition. They will coordinate the testing of: structural properties,

chemical resistance properties, testing for leakage of the installed liner, and chain-of-custody procedures to ensure accurate test results for the CIPP liners. Mr. Ruiz will be responsible for coordinating and scheduling the City's testing lab services for both the CIPP liners, trench backfill compaction, concrete slump, and strength testing as well. Mr. Ruiz will maintain a materials testing log to document the location and material being tested. Mr. Gallegos will also review all material test results and review Mr. Ruiz's logs for accuracy. Mr. Ruiz will notify the contractor immediately of any failing test results, which will be tracked on a material testing log until the issue is resolved.

10. Quality Review, Sampling

Dudek will verify the quality of the work being performed throughout all phases of the project, perform close visual observations at regular intervals, and survey the overall progress of the project. Mr. Ruiz will provide the overall site quality review and perform/coordinate all testing on the project. Mr. Gallegos will be our second set of eyes to ensure the testing frequency and review the test results to ensure that all work and materials provided are in accordance with the contract documents.

Mr. Ruiz will check CIPP liner thickness, review pre- and post-CCTV and will follow the inspection and liner defect practices per NASSO standards. Mr. Ruiz will also collect and log material delivery tickets, verify pipe diameter, and check sewer line grade on a daily basis. He will inspect the CIPP liner and material deliveries prior to installation and will log all material delivery tickets. Mr. Gallegos will assist Mr. Ruiz with inspection duties, when needed, since citywide lining projects require tracking multiple operations and will be onsite weekly to review inspection reports, spot check review CCTV and the open trench and CIPP work being installed as a second level quality control check, since Mr. Gallegos is also NASSCO trained inspector himself. Mr. Ruiz will ensure a minimum of 25% of CIPP lining material installed will be tested, however the contractor will not know which ones will be tested, as we will collect a sample from each CIPP inversion.

Mr. Ruiz and Mr. White will review all pre- and post-CCTV. Dudek will prepare a report identifying point repair locations, offset joints, laterals to be trimmed, CIPP liner defects, and SLCs for pre- and post-CCTV.

11. Safety Program

Both Mr. Gallegos and Mr. Ruiz have received OSHA safety training and are familiar with all project-related safety requirements. Mr. Ruiz is capable of recognizing and identifying safety hazards. Unsafe actions or procedures will immediately be reported to the contractor. Mr. White will review the contractor's safety program submittal to ensure it is compliant with OSHA Regulations. The inspector will suspend the contractor's work if imminent hazard is not addressed immediately, such as open unprotected excavation or improper shoring of a trench. Our goal is to keep the contractor and public safe at all times.

12. Traffic and Pedestrian Control, Public Safety

Mr. Gallegos will review all traffic control plans submitted by the contractor prior to sending them to the City for approval to help streamline the process and avoid wasting the time of the traffic engineer. Mr. Ruiz will monitor the placement and maintenance of all traffic control devices and enforce the traffic control/parking restrictions as specified by the City and contractor's traffic control plan on a daily basis. Mr. Gallegos will coordinate with the police, fire, traffic, and sanitation departments and all affected agencies prior to implementation of traffic control set up with mass emails.

13. Storm Water Pollution Prevention Plan

Mr. Ruiz is a QSP and will review, monitor, and ensure the contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction-related activities and verify the contractor's compliance. We do recommend requiring the contractor to provide their own independent QSP and QSD in the contract documents so that the quality assurance and control responsibilities are squarely on the contractor's shoulders.

14. Mitigation Monitoring and Reporting Program

Mr. Gallegos and Mr. Ruiz will verify the contractor's compliance with the Mitigation Monitoring and Reporting Program (MMRP). The Dudek team will manage, coordinate and assist with the implementation, monitoring and compliance of the mitigation measures that are the responsibility of the City, including the biological, cultural and archaeological specialists required on the project.

15. Record Drawings and Documents

Upon completion of the project, we will furnish the City with a full set of as-built Record Drawings. We will incorporate modifications and changes from all sources, such as submittals, RFI's, field orders, extra work, and change orders. We will compare records with the contractor record drawings at the conclusion of the project with our record documents and prepare a complete as-built record for the City.

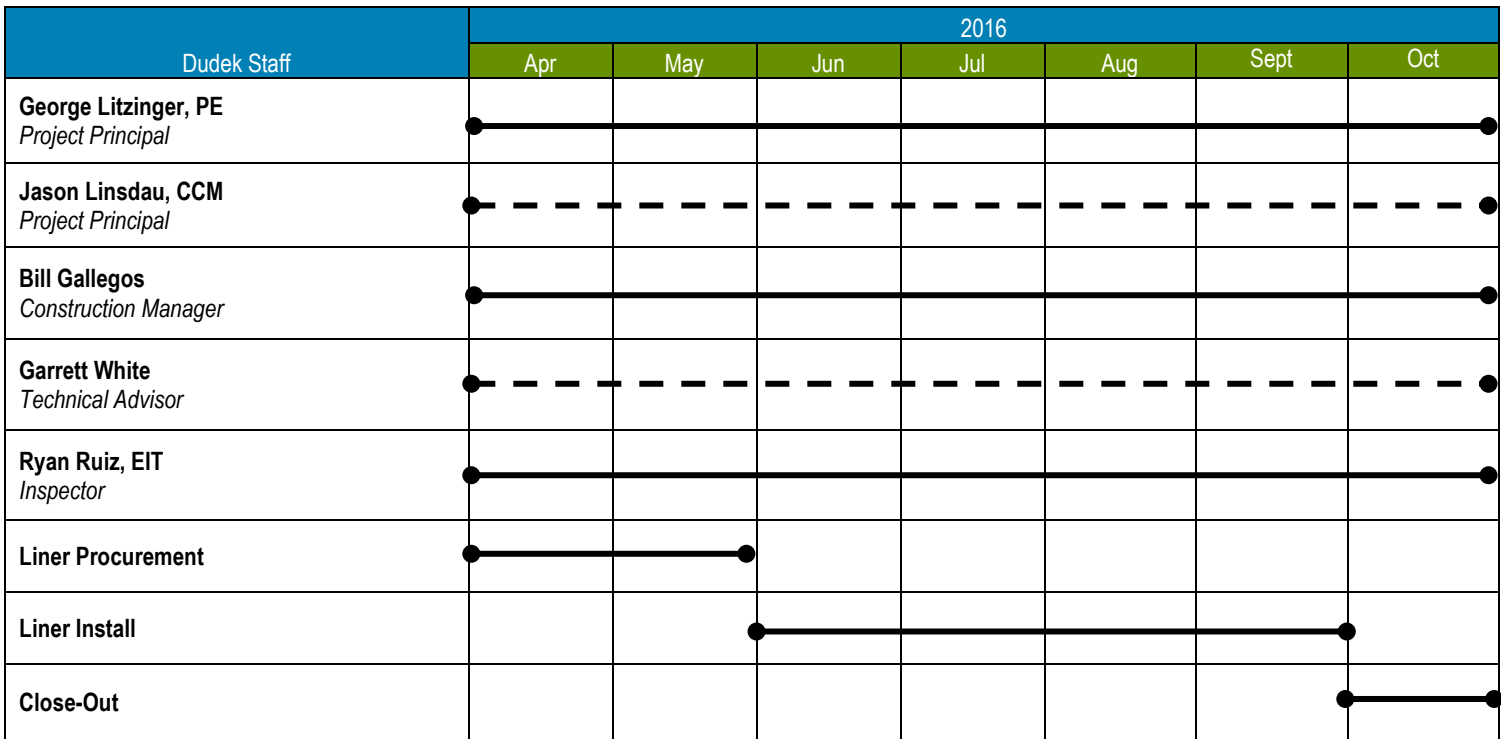
16. Project Close-Out

Dudek will prepare a punch list of items developed with the City and designer to identify all deficient or incomplete work once the project is substantially complete and will follow up with the contractor until it is complete. Once the project is acceptable, Dudek will provide the City with a recommendation to file the Notice of Completion. Dudek will provide all close-out documentation and files within 30 days of Notice of Completion. Dudek will assist the City in preparing all final change orders and progress payment to close out the project. We will assist the City as-needed during the project warranty period.

4.3 Schedule

Figure 2 below shows our core staffing plan for the project.

FIGURE 2. CORE FIELD STAFFING PLAN
7-Month Construction Schedule



#5.

5 Fee

As requested in the City's RFP, our fee proposal has been provided in a separate, sealed envelope.

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APPENDIX A

Resumes

George Litzinger, PE

Project Principal

George Litzinger has more than 30 years' experience, leadership, and supervision in engineering and construction. As project director, he supervises the construction management division and is responsible for all of Dudek's construction projects and programs ranging between \$50 million and \$100 million. In managing construction projects, his duties typically include: contract administration, cost control, scheduling, contract bidding/award, constructability reviews, field engineering, project coordination, claims management, and estimating.

Mr. Litzinger has managed a variety of projects for both the private and public sectors including water treatment plants, reservoirs, pipelines, golf courses, small dams, subdivisions, streets and roads, drainage projects, sewage treatment plants and fire stations.

EDUCATION

United States International University,
San Diego
BS, Civil Engineering, 1985

CERTIFICATIONS

Professional Civil Engineer CA No. 47544
California Contractor Engineering Class "A"
License No. 731744
Landscape License C-27

PROFESSIONAL AFFILIATIONS

Construction Management Association
of America
American Society of Civil Engineers
Building Industry Association
Construction Industry Federation

Project Experience

Water Recycling Demonstration Project, City of Anaheim, Anaheim, California. Mr. Litzinger was the project principal for Dudek on this project. Dudek provided construction management, inspection and initial operation services on this project. The project consisted of constructing a new state of the art 50,000 gpd treatment facility within 2,000 SF building constructed adjacent to City Hall that incorporated several treatment methods: membrane bioreactor, ozone and UV disinfection to treat raw sewage into title 22 recycled water for toilet and irrigation use throughout the City. The project also included the construction of new lift station and force main.

Goleta Sanitary District (District) WWTP Expansion. Mr. Litzinger and the Dudek CM Team are currently providing construction management and inspection services for a \$50 million upgrade to the District's wastewater treatment plant that services the cities of Goleta and Santa Barbara. The project is nearly complete. Dudek is currently providing closeout phase services on this project.

Avenue 48 Wastewater Treatment Plant Expansion, City of Coachella. Dudek provided construction management and inspection of this 18-month, \$30-million treatment plant expansion, which was funded by the State of California's Revolving Fund Program.

Mr. Litzinger and his construction management team performed a constructability review for this project as well as managed the bid process on behalf of the City. Dudek's construction QA (CQA) experts coordinated every aspect of the construction process with the contractor and provided inspection of all civil, structural, mechanical, and electrical/instrumentation work.

Ramona Municipal Water District Construction Management Services. Over a 6-year period, Mr. Litzinger provided construction management services for over \$30 million worth of Ramona Municipal Water District Capital Improvement Projects. These projects upgraded and expanded the District's water system and increased capacity to higher elevations. Projects included:

- **San Vicente Storage Reservoir:** 200-acre-foot earth-filled small dam

- **Mt. Woodson Reservoir:** rehabilitation of 10 mg open reservoir involving several lining systems
- **San Vicente Treatment Plant:** 150,000 gpd expansion
- **Dye Road Booster Pump Station:** installation of new 75 hp booster pump station and associated appurtenances
- **Dye Road Pipelines:** 4 miles of 12- to 20-inch ductile iron, steel and PVC pipelines.

Olivenhain Pipelines Phase II (\$25 Million), San Diego County Water Authority. Mr. Litzinger was the project manager for the San Diego County Water Authority's Olivenhain Pipelines Phase II project. This pipeline project included 11,288 feet of 78-inch buried welded-steel pipe and 11,500 feet of 48-inch buried welded-steel pipe. Specifications consisted of:

- Isolation valve and blowoff pipeline appurtenances
- Graded and improved access roads
- Aqueduct connections to Pipelines 4 and 5
- Construction of three tunnels under the existing aqueducts
- Removal and reconstruction of an existing 30-inch outfall sewer
- Environmental mitigation requirements and protection of sensitive biological habitat.

Imperial Water Treatment Plant Expansion, City of Imperial. Mr. Litzinger was project manager for the City of Imperial's \$15 million water treatment plant upgrade and expansion. The project doubled the City's treatment capacity to 7 mgd and was constructed by a design build construction team. The project was one of the first of its kind using an Engineer, Procure, Construct (EPC) contract with a guaranteed maximum price. The project was completed on time, within budget, and free of litigation. Constructed facilities included:

- Seven mgd water treatment plant and associated appurtenances
- One 50 hp pump station
- Rehabilitation of two steel water storage tanks
- 24-inch PVC pipeline
- SCADA system upgrade.

Poway and Olive Street Pump Stations, Ramona Municipal Water District. Mr. Litzinger was responsible for construction management services for the Poway Pump Station and Olive Street Pump Station for the Ramona Municipal Water District. Construction management and inspection were provided for all aspects of construction, including grading, concrete, masonry, electrical, and instrumentation work.

The Olive Street Pump Station is a new station that provides system pressure throughout the Ramona community. The station contains two new 40 hp and two new 20 hp vertical-turbine pumps.

The Poway Pump Station is a high-pressure water booster station. This station included the installation of two new 900 hp vertical-turbine pumps into a building that was retrofitted to accept the new pumps. The pump station transfers water up a 400-foot grade to an open reservoir that serves the town of Ramona, California.

Rancho Cielo Recycled Water Distribution System, San Diego, California. Mr. Litzinger worked as a project engineer for the design of a large water reclamation distribution system. The design consisted of a 70-acre-foot reservoir, three 1,000 gpm pump stations and 75,000 feet of 10-inch distribution pipe. His tasks on this project involved the preparation of detailed drawings for the pump station and pressure-

reducing stations and the design, layout, sizing, and alignment of the distribution lines. He also prepared the hydrological calculations for two open reservoir spillways and the required calculations for the project's irrigation demands.

Towncenter/Portico Industrial Development, City of Calexico, California. The City of Calexico contracted Dudek to provide as-needed construction management services for the construction of street improvements, storm drain, and water and sewer facilities for Cole Road, Sunset Boulevard, Robinson Avenue, Pump Station No. 10, and traffic signalization on Cole Road. Mr. Litzinger was principal in charge of Dudek's construction management staff that worked closely and coordinated with the city's staff, the contractor's construction staking and surveying consultant, and the funding administrative representatives from the U.S. Economic Development Administration/U.S. Department of Commerce and its requirements.

Carlsbad Safety Center, City of Carlsbad, California. Mr. Litzinger was the project manager on the City's new construction of three masonry buildings consisting of a 36,697 square foot (SF), two story, shooting range and classroom facility, a 6,558 SF, four story, commercial burn prop training tower, and a 2,246 SF, two story, residential burn prop, plus a concrete paved training grounds that includes a car extrication area, trench rescue area, an underground confined space rescue area, artwork site, site lighting, masonry perimeter security wall, landscaping, and installation of onsite water sewer, recycled water, and storm drain pipelines.

Fire Station No. 6, Carlsbad, California. Mr. Litzinger was the project principal for the wood frame and masonry block, two-story, 6,200-square-foot Fire Station No. 6 for the City of Carlsbad. The project consisted of a 400-foot concrete paved driveway, 1,400 feet of PVC waterlines, joint utility trenches, 400 feet of gravity sewer line, a new traffic signal, median improvements on Rancho Santa Fe Road, and demolition of Temporary Fire Station No. 6. Mr. Litzinger was part of the team that performed constructability reviews of the project at the 90% and 100% design phases and coordinated the enforcement of permits with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG). The project was completed on schedule and within budget. Contract value: \$4 million.

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Jason Linsdau, CCM

Project Principal

Jason Linsdau has more than 15 years' supervision and leadership experience in engineering and construction. As a construction manager/resident engineer, he manages construction projects ranging between \$1.5 million and \$25 million. His responsibilities include project management, contract administration, cost control, scheduling, constructability reviews, field engineering, project coordination, claims management, and estimating. Mr. Linsdau has worked on a variety of projects for public agencies and municipalities, including parks, fire stations, administration buildings, reservoirs, pipelines, pump stations, treatment plants, golf courses, dams, roads, and drainage projects.

EDUCATION

San Diego State University
BS, Civil and Environmental Engineering

CERTIFICATIONS

CMCI Certified Construction Manager, ID #5042
AGC Advanced SWPPP Training
8-Hour Course

PROFESSIONAL AFFILIATIONS

Member of CMAA

Project Experience

Water/Wastewater

Sewer Main Lining Rehabilitation Project (Phase II and III) and Lining of Abandoned 10" Braddock Force Main, City of Culver City, California. Mr. Linsdau was the construction manager for the rehabilitation of 92,000 LF of sewer mains, 90 full wrap lining of lateral connections and 30 manholes that were located in busy urban areas as well as backyard easements. The project also involved the CIPP lining of 4,600 LF of a 10-inch force main and two force main tie-ins into the 60-inch WLAS sewer interceptor. Over 20 open trench point repairs were also completed during the project. This was a challenging citywide project requiring coordination with multiple agencies (City of Los Angeles, Army Corp. and Golden State Water Company), thousands of residents, and large corporations (Sony Studios, Culver Movie Studios and NFL Network). Dudek inspected traffic control and site SWPPP as well.

Home Plant Lift Station and Force Main Replacement Project, City of Carlsbad, California. Mr. Linsdau provided construction management and inspection services to construct a new submersible lift station with a PVC-lined wet well, bubbler level control, odor control bed, new emergency generator, emergency storage structure, influent sewer piping and manholes, flow meter and valve/camlock vaults, new controls and electrical panel located in the control building, new site fencing, new and restored landscaping, recycled irrigation, asphalt paving, and 1,900 LF of 8-inch HDPE force main.

Terramar Lift Station and Force Main Replacement, City of Carlsbad, California. Mr. Linsdau provided construction management and inspection services to construct a new pre-cast 6' diameter wet well with two submersible pumps and new valve vault. The project was constructed in the road and behind the sidewalk of a major thoroughfare through the City. Two of the 4-inch submersible pumps were controlled by an ultrasonic level control system. The project included the installation of a new 400 LF 6-inch PVC force main and a mobile emergency generator. The existing lift station was taken out of service and continuously bypassed for approximately three months until the new lift station and force main were put in service. The project also included the CIPP lining of approximately 200 LF of 8-inch gravity sewer line.

Water Reclamation Plant No. 4 and No. 7 Headworks Improvements, Coachella Valley Water District, Indio, California. Mr. Linsdau, as a subconsultant to Psomas, provided construction management services on the construction of a new pump station, screen building, grit building, and various pumps and vaults of new headworks facilities constructed at two separate reclamation plants.

Water Recycling Demonstration Project, City of Anaheim, California. Mr. Linsdau was the construction manager for Dudek on this project. In addition to these duties, he reviewed submittals and RFIs, negotiated change orders, oversaw claims management, and reviewed the project schedules. Dudek provided construction management, inspection and initial operation services on this project. The project consisted of constructing a new state-of-the-art 50,000 gpd treatment facility within a 2,000 SF building constructed adjacent to City Hall that incorporated several treatment methods: membrane bioreactor, ozone, and UV disinfection to treat raw sewage into Title 22 recycled water for toilet and irrigation use throughout the city. The project also included the construction of new lift station and force main. Contract value: \$8 million.

Yorktown 30" Transmission Main Corrosion Rehabilitation, City of Huntington Beach, California. Mr. Linsdau provided construction management as part of Dudek's as-needed contract with the city. He reviewed submittals and RFIs, negotiated change orders, oversaw claims management, and reviewed the project schedules. This project included the corrosion rehabilitation of 18,000 LF of 30-inch CMLC pipeline, installation of over sixteen 30-inch butterfly valves, multiple air and vacuum valves, blow assemblies, blind flange replacements, access manholes, aged interconnection, inline valves, replacement of 25 interconnections to existing PVC and AC distribution lines between 6-inches to 20-inches and high-lining private and commercial services, traffic control, asphalt paving, and replacement of sidewalk.

Lift Station 26 and Force Main Replacement, City of Huntington Beach, California. Mr. Linsdau was the construction manager on this project. In addition to these duties, he reviewed submittals and RFIs, negotiated change orders, oversaw claims management, and reviewed the project schedules. This project involved replacement of an existing lift station with new below-grade cast-in-place structure with two dry pit submersible pumps and 1,000 LF of new PVC force main. The project was particularly challenging since it was constructed below sea level in the Bolsa Chica Wetlands, 15' from high-end homes. The construction methods included a major dewatering operation below sea level (200,000 gallons per day), 'press-in' shoring method, instrumentation and controls hardware and software. Mr. Linsdau was also responsible for the implanting de-silting operations and testing plan approved by the Regional Water Quality Control Board (RWQCB) as well as weekly reporting directly to the RWQCB. No correction notices or fines were ever levied by RWQCB on this project. Contract value \$1.5 million.

Avenue 54 Wastewater Treatment Plant Expansion, City Coachella, California. Mr. Linsdau was the construction manager for Dudek on this project. In addition to these duties, he reviewed submittals and RFIs, negotiated change orders, oversaw claims management, and reviewed the project schedules. Dudek provided design and construction management and inspection services on this project. The project consisted of constructing new headworks, oxidation ditches, clarifiers, and chlorine contact basins to expand the existing plant's treatment capacity from 2.4 mgd to 4.5 mgd. This project was funded by the U.S. Department of Agriculture (USDA). Contract value: \$23 million.

Galloway Pump Station and Force Main, County of San Diego, California. Mr. Linsdau was responsible for the inspection, testing, and startup of the project. The project consisted of the demolition of existing systems and new construction of a concrete PVC coated wet well, a hydraulic sewage grinder, two vertical 1,500 gpm sewage pumps with variable-speed drive control, discharge piping and valves in the dry well, a

diesel engine generator, and electrical switchgear and PLC for the existing station. The project also included the installation of 5,600 LF of 10-inch-diameter ductile iron force main and pre-cast manholes. Contract value: \$4 million.

Olivenhain Dam, San Diego County Water Authority, San Diego, California. As project engineer, Mr. Linsdau reviewed mechanical, instrumentation, structural, and electrical submittals as well as RFIs. He performed engineering calculations and field inspections of dam foundation, monitoring instrumentation and mechanical equipment. The Olivenhain Dam project consisted of 318 feet in height and 2,500 feet in length of roller compacted concrete (RCC), making it the highest RCC dam in the United States. The project involved a 300-foot cast-in-place inlet/outlet tower, tunneling, extensive blasting, cast-in-place and cement mortar structures, large-diameter valves, large-diameter welded steel pipe, instrumentation, controls, and electrical. Contract value: \$130 million.

Autumn Drive Street Improvements and Reconstruction of Buelow Park, San Marcos, California. Under Dudek's As-Needed CM and Inspection Contract with the City of San Marcos, Mr. Linsdau just completed providing CM services for improvements and reconstruction of existing storm drainage system, private water and sewer systems, dry utilities, retaining and seat walls, restroom buildings, street parking, lighting, fencing and gates, playground and shade structures, curbs and gutters, street surface improvements, ribbon gutter, water play features basketball courts.

Fire Station No. 6, Carlsbad, California. Mr. Linsdau was the construction manager for the wood frame and masonry block, two-story, 6,200-square-foot Fire Station No. 6 for the City of Carlsbad. The project also consisted of a 400-foot concrete paved driveway, 1,400 feet of PVC waterlines, joint utility trenches, 400 feet of gravity sewer line, a new traffic signal, median improvements on Rancho Santa Fe Road, and demolition of Temporary Fire Station No. 6. Mr. Linsdau performed constructability reviews of the project at the 90% and 100% design phases and coordinated the enforcement of permits with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG). The project was completed on schedule and within budget. Contract value: \$4 million.

Rancho Santa Fe Road Widening Phases 1 and 2, Carlsbad, California. As resident engineer, Mr. Linsdau was responsible for overall project management, public affairs, and resolving day-to-day construction issues. He also inspected the project on a daily basis, reviewed submittals and construction schedules, and negotiated contract change orders.

Both projects for the City of Carlsbad involved the realignment and widening of a 2.2-mile section of Rancho Santa Fe Road. The project goal was to increase roadway safety and minimize construction impacts. Construction involved installation of curb and gutter, sidewalks, 12,000 feet of storm drains (RCP, 18- to 72-inch diameter), 3,000 feet of sewer line (gravity and force main, 8- to 24-inch diameter), 20,000 feet of waterline (PVC, welded steel, and ductile iron, 8- to 36 inch diameter), 3,000 feet of joint utility trench, street lights, five new intersections and traffic signal systems, and 2.2 miles of asphalt concrete pavement. Construction included two new 400-foot cast-in-place bridges over San Marcos Creek. Coordination with the following municipalities was necessary: City of San Marcos, Leucadia Waste Water District, Olivenhain Municipal Water District, and Vallecitos Water District. Contract value: \$22 million.

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William Gallegos

Construction Manager

William Gallegos is a highly qualified construction manager who previously worked over 20 years for the U.S. Army Corps of Engineers. His first two years at the Corps were spent in the Civil and Structural Design Branch where he performed public works design for Military Base Public Works and local government civil works projects. Mr. Gallegos then transferred to the Contract Administration Branch where he prepared plans and specifications, contracts, contract change orders, and RFPs, responded to RFIs, and responded to contractors' requests for equitable adjustment, pay estimates, cost estimates, cost negotiations, and claim recommendations. As a project engineer, he was responsible for the completion of projects from the planning stage to design to final construction, assuring that all schedules were met and all funds were properly distributed and maintained. In this role, Mr. Gallegos was assigned several projects not to exceed \$50 million per year and was responsible for constructing them according to plans and specifications, as well as approving contractor pay estimates, providing corrective action for all construction and design deficiencies, responding to all contractor correspondence, negotiating change orders, developing cost proposals, materials testing, managing up to 10 inspectors and one office engineer, and recommending project acceptance.

As a resident engineer for over 10 years, Mr. Gallegos was responsible for various construction projects to a combined minimum total of \$50 million per year. His responsibility included similar responsibilities to those of the project engineer as described above, as well as the supervision of 10 project engineers. He had Contracting Officer Authority, which enabled him to sign change orders to an amount of \$100,000. Mr. Gallegos coordinated with the local agencies and customers and briefed the locals on project progress. He provided contract clarifications, assured that sufficient funds were available for completion of the project, managed an on-site material testing lab, interpreted all testing data, advised all project engineers and inspectors under his supervision, provided walkthrough briefings to the local agencies and customers, performed public awareness meetings, and accepted completion of all projects assigned to him.

Project Experience

Santa Ana River Project, County of Orange, California. Resident engineer responsible for the construction of the \$800 million Santa Ana River project. The project consisted of a 400-foot-wide flood control channel 30 miles in length through the County of Orange, California. The trapezoidal and rectangular channel was constructed of rip rap, grouted stone, and concrete lining. Also included in the project was the construction of five major bridges, 20 retrofitted bridges, reconstruction of numerous streets, substantial city storm drain connections and relocations, numerous 6- to 12-foot-diameter sewer

EDUCATION

California Polytechnic State University
MS Structural Engineering, 1985

California Polytechnic State University
BS Civil Engineering, 1982

CERTIFICATIONS

US Army Corps of Engineers

Vicksburg Educational and Experimental
Center

80-Hour Courses:

- Soil Design and Construction
- Quality Assurance and Quality Control
- Levee Design and Construction
- Cost Estimating
- Concrete Design and Construction
- Contract Specification Writing
- Channel Design and Construction
- A and E Contracting
- Asphalt Design and Construction
- Construction Contracting
- Contract Administration
- Vertical Construction
- Contract Law
- Claims and Modifications
- Construction Engineering
- Contract Negotiations

relocations and new construction, major electrical distribution line relocations, major water line relocations, traffic signal relocation, bike and horse trail construction, and landscaping and irrigation. Mr. Gallegos coordinated with Caltrans, railroads, 15 Cities, the County of Orange, utility companies, water agencies, property owners, school districts, and members of the public at public awareness meetings. Mr. Gallegos was also assigned to numerous flood control channel projects, including:

- Santa Ana River Reach 1 and 10. Contract Amount: \$45,568,536
- Santa Ana River Reach 2. Contract Amount: \$36,259,324
- Oak Street Drain Channel, Corona. Contract Amount: \$12,486,000
- Santa Ana River Reach 3 and 4. Contract Amount: \$35,838,416
- Oak Street Drain Channel, Phase II, Corona. Contract Amount: \$6,988,000
- Santa Ana River Reach 7, Glassell to Imperial Hwy. Contract Amount: \$16,170,228
- Stage II Port of Los Angeles Pier 400 Deep Draft Navigation. Contract Amount: \$147,396,114
- Los Angeles River Improvements, Century Freeway to Willow St. Contract Amount: \$10,699,776
- Los Angeles River Improvements Century Freeway to Long Beach Blvd. Contract Amount: \$14,376,015
- Rio Hondo Channel Improvements/Whittier Narrows to Firestone. Contract Amount: \$18,045,389
- San Timoteo Channel. Contract Amount: \$16,700,850
- 7 Oaks Dam. Contract Amount: \$210,000,000
- Santa Ana River Salt, Marsh Restoration Phase I. Contract Amount: \$3,480,000.

Avenue 54 Wastewater Treatment Plant Expansion, Coachella, California. Construction manager for expansion of the treatment plant from a capacity of 2.4 mgd to a capacity of 5.4 mgd and construction of 54-inch and 45-inch main sewer lines.

Entertainment District Avenue 52 Sewage Pump Station, Coachella California. Construction manager for construction of a new 16-inch force main, a new 12-inch water line, 30-inch gravity sewer, a new pump station building, structural appurtenances, and site work, installing new pumps, motors, piping, valves, fittings and appurtenances, a new diesel engine generator, and a new electrical system.

Baseline Avenue Street Improvements and Double-Box Concrete Reinforced Storm Drain, Fontana, California. Project manager for the design and the construction management of this project. The project consisted of constructing a 12 ft. x 12 ft. double concrete-reinforced box 4 feet below grade. Reconstruction of a one lane each way major arterial to a three lane each way with curb and gutter, sidewalk, and six new traffic signals. Special coordination and scheduling with two major developers of two strip malls and three residential housing tracts and Caltrans had to be achieved. Mr. Gallegos was responsible for all RFIs, change orders, redesign of construction and design deficiencies, all material testing, quality control coordination of all surveying, inspectors, pay estimates, City Manager briefings, haul routes, traffic control, detours, public awareness, stormwater pollution plans, and emergency response agencies coordination.

Dogwood/Interstate 8 Freeway Ramp Widening and Signalization Project, City of El Centro, California. Mr. Gallegos the construction manager for the widening of four ramps, new signalization, Landscaping, and new road sections. This is a Caltrans project that is being administered by the City. As such, Mr. Gallegos is coordinating daily with Caltrans District 11 personnel and providing all project documentation in accordance with the Caltrans Local Assistance Procedures Manual.

Dogwood Avenue Improvements Project State Street to Interstate 8, City of El Centro, California.

Mr. Gallegos will also be the construction manager on the City's upcoming Dogwood Avenue Improvement Project. Mr. Gallegos will coordinate daily with Caltrans District 11 personnel and providing all project documentation in accordance with the Caltrans Local Assistance Procedures Manual. The project is funded by the American Recovery and Reinvestment Act (ARRA) and Prop 1B. The project includes removal of the existing road and replacement with new base, geofabric, geogrid, and asphalt. In addition, all curb returns will be removed and replaced to comply with ADA requirements.

Rancho Santa Fe Road North, Phase I, City of Carlsbad, California. Construction manager for realignment and widening of approximately 9,000 ft. of roadway and construction of four to six lanes of asphalt pavement and raised concrete curb medians with earthwork and drainage facilities necessary to support the city's prime arterial standards. The project included waterline, sewer, and related facilities construction and relocation.

S and C Engineers – Bayshore Boulevard/Route 101 Hook Ramps Phase 1 Part "B," City of South Francisco, California. Engineering consultant responsible for assuring that the project is constructed according to the plans and specifications. Mr. Gallegos provides recommendations on how to correct design and construction deficiencies. The projection consists of earthwork, retaining walls, drainage system, fiber optic joint trench facilities, and the replacement of the San Francisco Water Department transmission mains (60- and 48-inch diameter) associated with phase I of the realignment of approximately 700 meters of Bayshore Boulevard.

Military Base Construction

As a construction manager on military bases worldwide, Mr. Gallegos was responsible for the construction of a public works infrastructure, water treatment plants, and sewage treatment plants. Mr. Gallegos also was responsible for the construction of administration buildings, dental clinics, hospitals, officers' and enlisted men's housing, AFB runways, and fueling stations.

As a construction manager at March AFB, Riverside, California; Norton AFB, San Bernardino, California; all Army Reserve Facilities in Los Angeles Area; Fort Huachuca Arizona; Davis-Monthan AFB Arizona; and Luke AFB Arizona, Mr. Gallegos was responsible for managing and supervising the construction of various facilities ranging in cost from \$500,000 to \$20,000,000, such as:

- Repair of runways, taxiways, and aprons
- Medical center
- Hydrant fueling system (computerized)
- Reconstruction of roads, including curb and gutter
- Seismic upgrade hospital
- Office facilities
- Renovation of hospital
- Fire stations
- Housing
- Hangars
- Bowling alley
- Fire suppression
- Recreation hall
- Water and sewage treatment plant
- Dental facility
- All utilities, new construction, and upgrades for water, gas, sewage, storm drain, and electrical

Blackburn Construction Managers, Inc. – Wet Weather Program, Phase I, City of South San Francisco, California. Construction manager in upgrading the water quality control plant, South San Francisco, California, new San Mateo pump station, new Shaw Road pump station, construction of new 36-inch Lowrie Ave. force main, construction of new 42-inch Shaw Road force main, construction of a new effluent storage pond and pump station, construction of a new vector truck unloading station, installation of new influent pumps and effluent pumps at the water quality control plant, and construction of new gravity sewer mains in Lowrie Ave. and San Mateo Ave.

J. C. Chang and Associates, Inc., Torrance, California. Project Manager, Civil Engineer.

Projects responsible for design:

- Replacement of Main Waterline for Port Hueneme
- Asphalt Taxiway and Concrete Apron at Channel Island Air Guard
- Demolition of 40 Housing Units at Fort Huachuca, Arizona.

Construction manager for:

- 42,000-square-foot Administration Building at Edwards AFB
- 36,000-square-foot Pilot School Building at Edwards AFB.

Projects consisted of asbestos and lead abatement, demolition of existing buildings, and complete reconstruction of the new buildings.

Garrett White

Technical Advisor

Garrett White has over 24 years' experience in the rapidly changing construction industry, with an emphasis in the construction of water, wastewater, and storm drain facilities for public agencies. He has been involved with the construction of large- and small-diameter pipelines, treatment plants; pump stations for potable and non-potable distribution systems, horizontal directional drilling (HDD), with an emphasis in trenchless technologies. For the past 9 years, Mr. White has been responsible for providing field inspection services and construction management for various cities and water districts on capital improvement and developer projects. As a field engineer, he is responsible for project coordination, issuing field orders, verifying adherence to submitted schedules, quality control and assurance, project documentation, and review of as-built records.

Project Experience

Sewer Rehabilitation Project P-906 Phase I through III, & Project P-984 Lining of Abandoned Force Main on Braddock Dr., City of Culver City, California. Mr. White was the inspector on this project, which involved the rehabilitation of 92,000 LF of sewer

mains and manholes that were located in busy urban areas as well as backyard easements. The project also involved the CIPP lining of 4,600 LF of a 10-inch force main and two force main tie-ins into the 60-inch WLAS sewer interceptor. Over 20 open trench point repairs were also completed during project. This was a challenging Citywide project requiring coordination with multiple agencies (City of Los Angeles, Army Corp. and Golden State Water Company), thousands of residents and large corporations (Sony Studios, Culver Movie Studios and NFL Network). Dudek inspected traffic control and site SWPPP as well.

Sewer Rehabilitation Project P-906, Culver City, California. This project included the rehabilitation of over 3 miles of sewer main and lateral connections utilizing trenchless technologies (CIPP & Fold & Form PVC) including rehabilitation of over 40 manholes with either spray on polyurethane or Poly-tri-plex bags. Mr. White played an integral role with initial condition assessment for the project design which included condition assessment based upon NASSCO PACP and MACP rating system. Due the close proximity of high density urban housing, coordination of public outreach meetings and quickly resolving resident complaints from styrene odors was a critical aspect to ensuring a successful project. Responsibilities during construction included maintaining daily progress reports, ensuring compliance with project plans and specifications, monitoring traffic control and public safety, monitoring job progress, review of change order requests and progress payments based upon quantities installed and make recommendations to city project manager for numerous dig and replace point repairs.

Badger Plant CIPP, Santa Fe Irrigation District, California. As the lead NASSCO certified CIPP inspector for Dudek, Mr. White provided full time onsite inspection during CIPP lining of the 18" ductile iron pipe force main including bypass procedures, landscape restoration, traffic control and in situ pipeline repairs. Mr. white was responsible for review of pre-cctv condition to determine if the pipeline was acceptable for lining, maintaining cure logs time verification of cure temperature during the CIPP process.

EDUCATION

Palomar College Courses
Public Works Inspection I
Water Distribution I
Water Treatment I

CERTIFICATIONS

ACI Concrete Field Testing Technician Grade I
ACI Concrete Repair Basics
SWPPP Certification
OSHA 10-Hour Confined Space Safety and Training Certification
NASSCO Certifications:
NASSCO certified Trainer
Cured-in-Place Pipe (ITCP) Inspection Certification Program
Pipeline Assessment Certification Program (PACP)
Manhole Assessment and Certification Program (MACP)

Recycled Water Expansion Projects 18201C & D, City of San Clemente, California. Mr. White was the inspector on these projects for the City of San Clemente. The City expanded its recycled water system by constructing multiple projects in three concurrent phases – Water Reclamation Plant Expansion and Pump Station (Project 1), Cordillera and Recycled Water Reservoirs and Pipeline Schedule III & IV (Project 2), and Pipeline Schedule I & II (Project 3). The treatment and effluent pumping system are being expanded, almost 10 miles of recycled water transmission mains (6-inch to 20-inch PVC and ductile iron) are being constructed, and an existing reservoir converted and new small reservoir constructed.

Home Plant Lift Station and Force Main Replacement, City of Carlsbad, California. Mr. White provided inspection services for this project. The purpose of the Home Plant Lift Station (HPLS) and Force Main (FM) Replacement project is to reduce several operation and maintenance issues with the existing system. The existing HPLS is an 800 GPM wet/dry well type lift station with 3 VFD controlled 20 HP pumps (2 duty & 1 standby). The station is fed by an 18-inch influent sewer and pumps into a 10-inch force main which ultimately outlets into the Vista/Carlsbad interceptor sewer. The new HPLS will consist of a submersible lift station with a PVC lined wet well, bubbler level control, odor control bed, new emergency generator, emergency storage structure, influent sewer piping and manholes, flow meter and valve/camlock vaults, new controls and electrical panel located in the control building, new site fencing, new and restored landscaping, recycled irrigation, asphalt paving and 1,900 LF of 8-inch HDPE force main.

Terramar Lift Station and Force Main Replacement, City of Carlsbad, California. Mr. White served as inspector on this project for the City of Carlsbad. The project involved replacing the existing lift station with pre-cast 6' diameter wet well with two submersible pumps and new valve vault. The project was constructed in the road and behind the sidewalk of major thoroughfare through the City. Two of the 4" submersible pumps were controlled by an ultrasonic level control system. The project included the installation of a new 400 LF 6" PVC force main and a mobile emergency generator. The existing lift station was taken out of service and continuously bypassed for approximately 3 months until the new lift station and force main were put in service. The project also included the CIPP lining of approximately 200 LF of 8" gravity sewer line. Dudek provided construction management, inspection (including the instrumentation and electrical components), and start up services to successfully complete this project on time and on budget.

Vancouver Street Sewer HDD Extension, City of Carlsbad, California. Mr. White provided construction inspection and specialty HDD inspection services for the City of Carlsbad during the replacement of the existing Vancouver Lift Station with gravity sewer pipelines. Replacement of the Vancouver Lift Station required the installation of approximately 600 linear feet of 8-inch SDR 35 PVC pipe, approximately 900 linear feet of 10-inch DR9 HDPE pipe using horizontal directional drilling techniques, and six new manholes. The project also included the demolition of the lift station. Contract Value: \$1.75 million.

La Golondrina and El Fuerte Sewer Extension, City of Carlsbad, California. Mr. White was project inspector for the installation of a two new wastewater pipelines using horizontal directional drilling. Installation of these new 8-inch, fusible PVC pipelines allowed the City to eliminate two lift stations. The new pipeline alignment crossed environmentally sensitive habitat and Mr. White assured no harm was done to the land during construction.

Riverside Community Services District Regional Waste Water Facilities Replacement Force Mains and Gravity Sewer and Regional and Juan Diaz Lift Stations, Riverside, California. Mr. White served as the Inspector of Record for construction for the Gravity Sewer and Force Main Project, Regional

and Juan Diaz Lift station, and the Kern Peralta re-habilitation projects, simultaneously. The Force Main and Gravity Sewer project consisted of installation of approximately 2,580 linear feet of 14" and 18" DR11 HDPE force mains by directional drilling through dual bore holes. Installation of approximately 1,660 linear feet of 16" and 18" PVC force mains by the cut and cover method. Installation of approximately 2,360 linear feet of 12" PVC deep cut gravity sewer. Installation of approximately 600 linear feet of 2" PVC force main. All construction of the project occurred within a culturally sensitive native area.

Work related to this portion of the project consisted of installation of 21" gravity sewer bypass system, 24" VCP gravity sewer under the Sunny Slope Channel by the Jack and Bore method. Construction of the above grade control buildings, below grade wet well and debris basket chambers and all related appurtenances. Installation of 14" and 18" ductile iron pipe force mains including hot tap and bypass procedures. Demolition of the existing temporary lift station and removal of abandoned portions of temporary 12" HDPE force mains.

Responsibilities for all three projects included maintaining strict adherence to contract plans and specifications while maintaining quality control and assurance; providing daily construction photos and documentation of construction activities; and logging all equipment and personnel on site. Additional responsibilities included issuing field orders and directives, co-coordinating construction activities between contractors on all projects and conducting field meetings. Mr. White also acted as liaison between the contractors and Rubidoux operations manager for shutdowns and tie ins of existing force mains.

Conifer Tank Replacement Project, Triunfo Sanitation District, California. Mr. White provided inspection services on the District's \$5 million reservoir and pipeline replacement project. The project consisted of the following elements:

- Two 20-inch diameter CML&C 1,100-foot long pipelines under the Oak Canyon Reservoir access road;
- 1,500 feet of concrete and geoweb-contained gravel access road;
- A valve vault with a 16-inch motor controlled valve;
- Two pressure reducing valve vaults for 10-inch and 12-inch diameter pipe;
- A 12-inch diameter PVC, 1,200-foot long pipeline in Kanan Road.

Encina Waste Water Authority Project Experience

- **Fiscal Year 2011 Major Plant Rehabilitation Project** Mr. White provided inspection services during the 2011 plant expansion which included modifications to edge support and replacement of deteriorated concrete, installation for new handrails, pedestrian walkways modification to the chlorination building and installation of new chlorine & sodium hypochlorite tanks & valves. Installation and modifications to safety platforms and handrails throughout the treatment plant.
- **Clarifier Replacement Project** Mr. White provided full time onsite inspection services during demolition and removal of the existing clarifier mechanisms, installation of new clarifier mechanisms, corrosion protection (Coating and lining systems) of existing launders, supports and ancillary equipment, new clarifier drain valves and minor structural part re-habilitation.
- **Post Phase V Improvements** Mr. White provided inspection services for the various plant improvements including exterior re-painting of six digesters four maintenance buildings the screening, electrical, digester and sludge pump station buildings. Over 21,000 square feet of full depth pavement repairs, over 320,000 square feet of asphalt pavement re-sealing with type I slurry.

Water Recycling Demonstration Project, City of Anaheim, California. Mr. White was the inspector for Dudek on this project. The project consisted of constructing a new state of the art 50,000 gpd treatment facility within 2,000 SF building constructed adjacent to City Hall that incorporated several treatment methods: membrane bioreactor, ozone and UV disinfection to treat raw sewage into title 22 recycled water for toilet and irrigation use throughout the City. The project also included the construction of new lift station and force main. Contract value: \$8 million.

Main and Eastside Lift Stations, City of El Centro, California. Mr. White served as the inspector for the construction of the construction of the Main and Eastside Lift Stations. The project consisted of replacing the wet well and site improvement for the Main Lift Station and replacement of submersible pumps, piping, controls, pump room improvements and start-up of the Eastside Lift Station.

Yorktown 30" Transmission Main Corrosion Rehabilitation, City of Huntington Beach, California. Mr. White's responsibilities include confined space entry into the over 18,000 lf of 30" CMLC waterline during "hot work" procedures, in compliance with CAL OASH regulations, for inspection of the interior pipe to verify condition and assess continuity of cathodic jumper wires being installed. This project includes installation of over sixteen 30" butterfly valves, multiple air and vacuum valves, blow assemblies, blind flange replacements, access manholes, aged interconnection, and inline valves. Mr. White is providing QA/QC during external pin brazing of valves and appurtenances and monitoring the contractor implements lockout/tagout security and procedures. Mr. White is providing coordination with CALTRANS site representative during rehabilitation of the waterline on state highway 35/beach BLVD. He has implemented and maintained strict compliance of SWPPP documentation per NPDES requirements during construction.

NCI at Nyes Place, City of Laguna Beach California. As the Inspector of Record, Mr. White was responsible for Quality control and quality assurance for the rehabilitation of the existing North Coast Interceptor Sewer, located within Pacific Coast Highway. Construction of the project consisted of slip lining 455 linear feet of 20-inch fusible polyvinyl chloride (FPVC) liner in the existing 24-inch fiber-reinforced plastic (FRP) force main and installation of a new 8-inch high-density polyethylene (HDPE) discharge pipes. Conventional open cut installation of 290 linear feet of 20-inch fusible PVC was used, while maintaining temporary bypass pumping system operations and restoration of surface improvements. Mr. White provided on-site inspection, daily documentation, construction observation, and progress payment reports as well as implementing and maintaining storm water pollution prevention program (SWPPP) requirements. He also provided coordination of traffic control with the Caltrans representative and assisted the construction manager with reviewing and filing RFIs, submittals, change orders and payment requests.

Solana Beach Force Main, City of Solana Beach, California. Project involved installation of approximately 3,000 feet of new 16-inch DR11 HDPE pipeline using HDD methods in excess of 45 feet below the surface. Installation of 1,040 feet of new 16-inch DR11 HDPE pipeline using direct burial methods. Rehabilitating approximately 850 feet of the existing force main with 12-inch FPVC structural lining. Services included on-site inspection and quality control and assurance. Acting as liaison between the construction manager, City Engineer, and San Elijo Joint Powers Authority, Mr. White provided daily documentation, construction observation, strict adherence to contract plans and specifications, progress payment reports, and implementing and maintaining SWPPP requirements and public awareness outreach program. He assured adherence to CEQA mitigation, monitoring, and reporting program requirements, scheduled and co-coordinated wildlife biologists as well as assisting the construction manager with reviewing and filing of RFIs, submittals, and change orders.

Ryan Ruiz, EIT

Inspector

Mr. Ruiz has experience as an inspector, office engineer and field engineer. Projects have included wastewater treatment facilities, pump stations, tanks, large and small diameter sewer and water pipelines, and roadwork. Mr. Ruiz’s duties typically include reviewing contractor’s schedules, progress payment requests, RFI’s and submittals, contractor proposed change orders, and inspection of the work. Mr. Ruiz has also participated in design revisions, safety, and negotiations on change orders.

Project Experience

City of Culver City, Sewer Main Rehabilitation Project (Phase 2) (\$4M Construction Value). Mr. Ruiz provided assisted Garrett White with inspections for 90,000 LF of CIPP for the City wide sewer main relining project. Mr. Ruiz’s duties included quality assurance inspection of the pre and post CCTV, lining installation inspection; SWPPP and traffic control inspection and open trench point repairs.

Goleta Sanitary District, Waste Water Treatment Plant Upgrade (\$30M Construction Value). Mr. Ruiz worked as a Field and Office Engineer on the City of Goleta’s new wastewater treatment plant upgrade. Mr. Ruiz performs daily field surveillance of field construction operations to assure compliance with contract documents. Responsible for a daily engineer’s report that documents daily observations of field operations. Attend meetings for the Construction Manager on variety of subjects, such as safety, weekly progress, schedule, RFI’s, submittals, change orders, and quality assurance. Responsible for project files to assure that all correspondences, RFI’s, submittals, emails, change orders, invoice payments, project photos, contractor’s pay applications, daily inspection reports, engineering reports, material testing reports, weekly progress schedule, weekly project agendas and minutes are properly recorded and filed. Assure labor wage compliance with state and federal regulations of all contractor and subcontractor workers. Responsible for response to contractor request for information, reviewing submittals, reviewing change orders for merit, preparing construction cost estimates, negotiating change order proposals, preparing change orders for the construction manager, verifying dimensions in the field, recommending solutions for construction and design deficiencies and assist the construction manager in various engineering tasks.

Casmalia Water Tank Replacement Project (\$0.5 Million Construction Value). Mr. Ruiz worked as the Field and Office Engineer for the Casmalia Community Service District’s galvanized welded steel tank replacement project. Assure that all work complies with the contract documents. Observes, for compliance, soil excavation and compaction, pipeline installation and testing, temporary tank switch-over, steel tank demolition and reconstruction, foundation reinforced ring-wall construction and procedures, grind and pave operations, the relocation and plugging of other water lines, and tie-in of existing pipelines to new pipelines. Assure compliance of all aspects of water tank construction and coating. Coordinates work with contractor, subcontractors and (CCSD) Casmalia Community Service District. Track quantities and quality of materials. Responsible for daily observation of work and documenting engineer’s report, coordinating field

EDUCATION

University of California, San Diego
BS, Structural Engineering

CERTIFICATIONS

EIT, Engineer-in-Training Certification-
State of California (F.E.)
Certified Erosion, Sediment and Storm
Water Inspector (CESSWI)
Certificate of Completion for Approved
Training for Qualified SWPPP
Practitioner (QSP)

NASSCO CERTIFICATIONS

Cured-in-Place Pipe (ITCP) Inspection
Certification Program
Pipeline Assessment Certification
Program (PACP)
Manhole Assessment and Certification
Program (MACP)

changes, inspection of field welding, construction of appurtenances, and coordination with (CCSD) Casmalia Community Service District representatives concerning construction issues. Schedule appropriate testing for tank and pipes, including radiation testing, holiday testing, vacuum testing, sponge testing, back testing, and volatile organic compounds (VOC) testing. Mr. Ruiz attends bi-monthly project meetings to discuss potential or immediate problems with subcontractors and owner. Prepares construction cost estimates. Recommends corrective action for design and constructive deficiencies. Responsible for labor interviews of all subcontractor's workers to ensure labor wage compliance with state and federal regulations. Ensure accuracy of all subcontractors' invoice. Maintains project files of all information in regards to the project including RFI's, submittals, change orders, schedule, bi-monthly meeting minutes and notes, progress photos, concrete and testing receipts, and emails.

City of Fontana, Police Station Expansion Project (\$4.4M Construction Value). Mr. Ruiz worked as a Field and Office Engineer for the Police Expansion project which included the fabrication of an entirely new east stair tower, HVAC system, simulator room and firing range for the department, locker rooms, conference rooms, offices, weight room and bathrooms by demolishing and reconstruction of the entire basement and east stair tower. Inspected all work by the contractor to ensure plan and specifications were completed properly. Attend weekly meetings in discussion of any problems that may have occurred during the week, and helped delegate the solutions of the problems. Responsible for scheduling special inspections for the project during contractor requests and insuring schedule accuracy and workability. Post all pertinent information to the project server, including all correspondences, RFI's, submittals, emails, change orders, invoice payments, project photos, contractor's pay applications, daily inspection reports, engineering reports, material testing reports, weekly progress schedule, weekly project agendas and minutes.

Carlsbad Desalination Pipeline Project (\$1B Construction Value). Mr. Ruiz worked as a Field Engineer and Consultant City Inspector for the City of San Marcos. Mr. Ruiz inspected all work by the contractor within the city to ensure plan and specifications were correctly met. Responsible for ensuring quality assurance and safety was implemented during over 2,640 feet of 55" water pipeline installation throughout the city of San Marcos. Responsibilities included project restoration of ADA sidewalks and ramp ways, catch basins and curbs, property damage, dealing with resident inquiries as needed, and proper traffic control operations. Responsible for a daily engineer's report that documents daily observations of field operations.

City of Fontana, Sanitary Sewer Pump Station Replacement Project (\$1M Construction Value). Mr. Ruiz was the project inspector for this project which includes demolishing and constructing three different lift stations for the city of Fontana. Responsibilities include all inspections and assurance of work to be done per plan and specification, including the MCC room, pump room, generator and equipment pads, wet wells, AC pavement installation, sewer system, manholes, and all control diagrams pertaining to the lift station operations. Coordinate with contractor and city representatives to ensure proper work and safety procedures.

Coachella Valley Water District, Water Reclamation Plant No. 4 and No. 7 Headworks Improvements Project (\$24M Construction Value). Mr. Ruiz is currently the project inspector for the construction of a new Pump Station, Screen Building, Grit Building, and various pumps and vaults as well as monitoring proper BMP's, and backfill and compaction operations at the WRP 4 site in Thermal, CA. Mr. Ruiz is responsible for daily inspection reports and documenting photos of the various activities ongoing on site. Mr. Ruiz inspected all work by the contractor and subcontractors to ensure work is completed per approved plans and specifications.

OFFICES

San Diego

800.450.1818

Orange County

949.450.2525

Inland Empire

951.300.2100

Los Angeles

626.204.9800

Coachella Valley

760.341.6660

Central Coast

805.963.0651

Bay Area

415.758.9833

Sacramento

916.443.8335

Sierra Foothills

530.887.8500

ONLINE

info@dudek.com

Dudek.com

facebook.com/dudeknews

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 PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON/ALONDRA AREA SEWER MAIN RESTORATION PROJECT (CIP #10-20) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF \$304,500

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/8/2016 12:05:08 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/15/2016 6:40:39 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/10/2016 11:28:34 AM
DATE

Roger Haley
CITY MANAGER

3/8/2016 12:12:39 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.

March 22, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR LOCATED AT 425 SOUTH OLEANDER STREET

SUMMARY

Staff is requesting Council to approve the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for acquisition and rehabilitation of the St. Timothy's Tower and St. Timothy's Manor, a 135-unit multifamily rental housing facility located at 425 S. Oleander in the City of Compton.

BACKGROUND

In accordance with California Government Code Section 6500 et seq., California Statewide Communities Development Authority (the "Authority") permits certain local agencies throughout the State of California, including the City of Compton (the "City"), to issue tax exempt revenue bonds, pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects. Pursuant to Tax and Equity Fiscal Responsibility Act ("TEFRA") Section 147(f) of the Internal Revenue Code of 1986, the governmental unit having jurisdiction over the area in which the facility is located must conduct a TEFRA public hearing to consider the proposed bonds issue to finance the acquisition and rehabilitation of the subject property.

STATEMENT OF THE ISSUE

On March 3, 2015 the City of Compton held a TEFRA hearing for CSCDA on behalf of the St. Timothy's Tower and Manor apartment project. Subsequently, Council approved the resolution authorizing the issuance of multifamily housing revenue bonds for St. Timothy's Tower and Manor. The TEFRA hearing approved by Council on March 3, 2015, is only valid for one year which expired on March 3, 2016. However, as a result of unanticipated changes in the TEFRA regulations, Bond Counsel for St. Timothy project could not meet the March 3, 2016 TEFRA deadline to issue the bonds. Consequently, it is necessary to re-hold the public hearing in accordance with the TEFRA guidelines. The goal is to close the sale of the bonds well prior to the California Statewide Communities Development Authority (CSCDA) expiration date of May 3, 2016.

#6.

FISCAL IMPACT

The proposed issuance of the bonds will have no fiscal impact on the City's General Funds. The developer will be issuing private activity bonds under a tax exempt status. Consequently, the financing mechanism associated with the project indemnifies the City from all losses, damages, claims arising from the project.

RECOMMENDATION

Staff recommends that Council conduct the public hearing and approve the resolution authorizing the issuance of the multifamily housing revenue bonds through the California Statewide Communities Development Authority for the acquisition and rehabilitation of St. Timothy Tower and St. Timothy Manor, a 135-unit multifamily rental housing facility located at 425 S. Oleander in the City of Compton.

DR. KOFI SEFA-BOAKYE
MANAGER
SUCCESSOR AGENCY

APPROVED FOR FORWARDING:

ROGER HALEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY
HOUSING REVENUE BONDS FOR ACQUISITION AND
REHABILITATION OF ST. TIMOTHY’S TOWER AND ST. TIMOTHY’S
MANOR LOCATED AT 425 SOUTH OLEANDER STREET**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of Compton (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, St. Timothy's Preservation, L.P., a California limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the “Bonds”) in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$18,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 135-unit senior multifamily rental housing project located at 425 S. Oleander Avenue, Compton, California, generally known as St. Timothy’s Tower & St. Timothy’s Manor Apartments (the “Project”) and operated by Levine Management Group; and

WHEREAS, the Bonds or a portion thereof will be “private activity bonds” for purposes of the Internal Revenue Code of 1986 (the “Code”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this “City Council”) are the applicable elected representatives of the City of Compton (the “City”); and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF COMPTON AS FOLLOWS:**

RESOLUTION NO. _____

Section 1. That Resolution No. 24,093 is hereby rescinded.

Section 2. The above recitals are true and correct.

Section 3. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 4. The City Manager or his delegates are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

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

ADOPTED this _____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2016.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY’S TOWER AND ST. TIMOTHY’S MANOR LOCATED AT 425 SOUTH OLEANDER STREET

<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.

