

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, May 17, 2016 5:30 PM

HEARING(S)

5:35 P.M. - PUBLIC HEARING - 2016-1017 FISCAL YEAR BUDGET

**5:45 PUBLIC HEARING - TO RECEIVE COMMENTS ON THE PROPOSED
ANNUAL ACTION PLAN FOR FISCAL YEAR 2016-2017 (Item #8)**

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

1. INVESTMENT REPORT (March 2016) - **Received/File**
2. REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC. FOR THE FISCAL YEAR 2015/2016 (**Receive/File**)

3. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 **(Receive/File)**
4. REPORT OF THE SALES TAX REVENUES **(Receive/File)**

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

5. A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES **(Receive/File)**

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

6. A REQUEST TO SCHEDULE THE 2016 FIREWORKS HEARING
(June 14, 2016 at 6:00 PM)
7. ORAL PRESENTATION - Overview of El Nido Family Centers, First 5 la/Best Start Compton - East Compton and Building Stronger Families Initiative - Saul Figueroa, Presenter

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$1,949,925)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013 AND 2015-2016 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG AND ESG FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVIL SOURCE FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE COMPTON BOULEVARD/WILMINGTON AVENUE SEWER REPLACEMENT PROJECT (CIP #10-18) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$ 108,302
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$5,000 AND RESCINDING RESOLUTION NO. 24,336

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, May 24, 2016 @ 5:30 PM.

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

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<http://www.comptoncity.org/officials/clerk/agendas/video.asp>*

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer
RESOLUTION TITLE: City Treasurer's Investment Report to the City Council for March, 2016

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

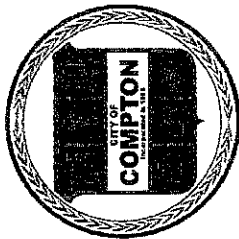
<CityManagerDate>
DATE

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: MAY 17, 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 MARCH 31, 2016.

DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON
Portfolio Management
Portfolio Summary
March 31, 2016

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Pasbook/Checking Accounts -2	707,595.30	707,595.30	707,595.30	3.53	1	1	0.109	0.110
Local Agency Investment Funds	19,232,799.10	19,232,799.10	19,232,799.10	95.85	1	1	0.362	0.367
Managed Pool & Money Market Account	124,471.22	124,471.22	124,471.22	0.62	1	1	0.148	0.150
Investments	20,064,865.62	20,064,865.62	20,064,865.62	100.00%	1	1	0.352	0.357

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year		8,132.24	62,891.18
Average Daily Balance		21,329,947.70	22,361,202.24
Effective Rate of Return		0.45%	0.37%

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 sufficient 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 with the balance due in June 2016. As of March 31, 2016, the ninth month of the 2015/2016 Fiscal Year, the City had an estimated total in the General City bank account plus LAIF accounts of \$12.9 million. At the time of this report period, approximately \$5.3 million in payroll funding and outstanding warrants to be paid to vendors. Our PERS balance is approximately \$4.9 million as of the date of this report period. PERS allocation from the January property tax revenue was approximately \$2.2 million, and approximately \$5.2 million went to US BANK TRUSTEE toward the TRAN's balance. The City will be getting more tax proceeds in the April 2016 distribution. At the time of this report, the Fed did increase the Fund rate by .25% in their December meeting, the first increase in seven years, and they may increase it 2 or 3 more times this year. The City made its major Bond payments in August and September 2015. The City also made bond payments for the CRA/SUCCESSOR AGENCY in February 2016 and Sewer and Water Bond payments in March 2016. The next major Bond payment is in September 2016. Over the last 5 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 3/31/16
3 month T-Bill @ 0.2030%
6 month T-Bill @ 0.3810%
1 year T-Bill @ 0.5700%

DOUGLAS SANDERS, CITY TREASURER

5-10-16

Reporting period 03/01/2016-03/31/2016

Run Date: 05/10/2016 - 11:47

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

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
March 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			401,463.80	401,463.80	401,463.80	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			306,131.50	306,131.50	306,131.50	0.150	0.148	0.150	1	
		Subtotal and Average	707,531.34		707,595.30	707,595.30	707,595.30		0.109	0.110	1	
Local Agency Investment Funds												
6000	6000	General City			6,294,055.01	6,294,055.01	6,294,055.01	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			265,664.71	265,664.71	265,664.71	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			3,459,505.76	3,459,505.76	3,459,505.76	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	6022	Regional Park			2,751,880.07	2,751,880.07	2,751,880.07	0.367	0.362	0.367	1	
6021	6021	Retirement Fund			3,291,795.58	3,291,795.58	3,291,795.58	0.367	0.362	0.367	1	
		Subtotal and Average	20,497,960.39		19,232,799.10	19,232,799.10	19,232,799.10		0.362	0.367	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,938.02	123,938.02	123,938.02	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.11	203.11	203.11	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.09	330.09	330.09	0.040	0.039	0.040	1	
		Subtotal and Average	124,455.97		124,471.22	124,471.22	124,471.22		0.148	0.150	1	
		Total and Average	21,329,947.70		20,064,865.62	20,064,865.62	20,064,865.62		0.352	0.357	1	

Portfolio COMP
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PM (PRF_PM2) 7.3.0

Report Ver. 7.3.3b

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

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,638,838.39
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,771,087.42
1520	MEASURE R	BANK OF THE WEST	90,155.13
2000	PROP A	BANK OF THE WEST	478,772.11
4000	SA GENERAL	BANK OF THE WEST	5,765,753.28
1203	SA LOW COST HOUSING	BANK OF THE WEST	2,645,070.01
2100	PERS	BANK OF THE WEST	945,106.95
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	401,463.80
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	477,943.04
2805	HOME LOAN PROGRAM	BANK OF THE WEST	455,213.60
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,416,502.94
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	65,542.01

#1.

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

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	718.00
1900	PROP C	BANK OF THE WEST	123,238.04
6300	WORKERS COMP	BANK OF THE WEST	166,409.32
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,881,370.19
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	655,599.27
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,008.56
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	371,183.54
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,251,403.46

May 17, 2016

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS

FROM: CITY CONTROLLER'S OFFICE

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

SUMMARY

This report contains details of the license fee revenues received by the City (based on the gross revenues computation) from Celebrity Casinos, Inc. for the 2015/2016 Fiscal Year.

BACKGROUND

Celebrity Casinos, Inc. (doing business as Crystal Casino and Hotel) is the licensee for Card Club License No. 97-1. California Casino Management operated Crystal Casino and Hotel until 2006.

Section 9-10 (titled "Card Clubs") of the City of Compton Municipal Code established regulations for the licensing and operations of gaming businesses within the City. Section 9-10.12 requires each licensee to pay the City a monthly fee, which shall be the greater of a minimum amount of \$104,166.66 or a percentage of the total monthly gross revenues of the card game business as follows:

1. A minimum gross revenue license fee of \$104,166.66 per month; or
2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

<u>Gaming Revenue</u>	<u>Fee</u>
• Less than \$300,000.00	5.7%
• \$300,000.01 to \$400,000.00	6.7%
• \$400,000.01 to \$1,200,000.00	7.7%
• \$1,200,000.01 to \$3,000,000.00	10.0%
• \$3,000,000.01 to \$7,000,000.00	12.0%
• \$7,000,000.01 and over	14.0%

Due to the company operating at a loss in the past, the City adopted resolutions to modify the license fee computation. On December 18, 2007, the City adopted resolution number 22,497 which established the license fee as follows:

#2.

<u>Gaming Revenue</u>	<u>Fee</u>
• \$0 to \$850,000.00	\$20,000
• \$850,000.01 to \$1,200,000.00	16.0%
• Over \$1,200,000.01	17.0%

The above license fee calculations were modified with resolution number 23,743 on April 23, 2013 to cover the period from January 1, 2013 to June 30, 2014 as follows:

1. A minimum gross revenue license fee of \$104,166.66 per month = = WAIVED
2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

<u>Gaming Revenue</u>	<u>Fee</u>
• Less than \$300,000.00	5.0%
• \$300,000.01 to \$400,000.00	6.7%
• \$400,000.01 to \$1,200,000.00	7.7%
• \$1,200,000.01 to \$3,000,000.00	10.0%
• \$3,000,000.01 to \$7,000,000.00	12.0%
• \$7,000,000.01 and over	14.0%

Sequel to expiration of resolution number 23,743 on June 30, 2014, the license fee computation formula reverted to the rates stipulated in the City of Compton Municipal Code.

STATEMENT OF ISSUE

The total Gaming revenues of the Casino for the period from July 2015 to February 2016 were within the 10% fee range. The amounts of the fee received by the City for July 2015 to February 2016 and for the corresponding months of prior year are as follows:

	Fiscal Year 2015/2016	Fiscal Year 2014/2015
<u>Month</u>	<u>Amount</u>	<u>Amount</u>
July	\$ 147,349	\$ 195,413
August	150,712	204,135
September	141,910	188,296
October	150,283	196,079
November	144,958	175,385
December	147,497	180,879
January	141,107	170,275
February	144,219	161,492
Total	<u>\$ 1,168,035</u>	<u>\$ 1,471,954</u>

Celebrity Casino Inc. usually provides the fee payment and the accompanying report of revenue collections of the gaming business, to the City of Compton on the tenth day after the end of each relevant month.

FINANCIAL IMPACT

The total license fee receivable by the City from Celebrity Casinos, Inc. for the 2015 / 2016 fiscal year was included in the City's fiscal year 2015/2016 budget.

RECOMMENDATION

It is recommended that the Honorable Mayor and Council Members receive and file this report.

CITY CONTROLLER'S OFFICE

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

March 15, 2016

TO: CHAIRPERSON & DIRECTORS

FROM: CITY CONTROLLER

SUBJECT: **BOARD OF DIRECTORS OF THE PUBLIC FINANCE
AUTHORITY – AN UPDATE REPORT OF THE PUBLIC
FINANCE AUTHORITY LEASE REVENUE BONDS SERIES
2008**

SUMMARY

This update report contains the balance of the bond obligation, the associated bond interest payable and the proceeds of the bond not yet spent but held with the Bond Trustee (US Bank) as of **February 29, 2016** in respect of the Public Finance Authority Lease Revenue Bonds Series 2008.

BACKGROUND

The Public Finance Authority (PFA) was established for the purpose of financing public capital improvements, and to provide working capital for the City and the former Community Redevelopment Agency. PFA currently has only one outstanding bond - the Public Finance Authority Lease Revenue Bonds Series 2008 which was issued on May 1, 2008. The PFA Lease Revenue Bonds Series 2008 was approved by the City Council with Resolution No. 22,536 dated 3/11/2008 to fully pay off an earlier bond issued in 1997 and to finance the following capital projects (2008 Projects):

1. Rehabilitation of Compton City Hall for **\$5,200,000**
2. Facilities improvement and equipment purchase for the City's Parks in the amount of **\$3,134,000**
3. Purchase and installation of City-wide surveillance cameras for **\$2,000,000**
4. Design and construction of Senior Citizen Center for **\$11,200,000**
5. Design and construction of Parking Structure as part of the Transit Center revitalization project for **\$8,366,000.**

Pursuant to Resolution No 22,901 of July 28, 2009, the City Council made certain changes to the definition of "2008 Projects" and reallocated funds in the PFA 2008 Lease Revenues Bonds account for the purpose of financing those changes. Specifically, the City Council mandated that the construction of the Senior Citizen Center and Parking Structure should be funded by the then Community Redevelopment Agency (CRA) and not from the Lease Revenue Bond. Therefore, the amounts originally allocated for the Senior Citizen Center project (**\$11,200,000**) and Parking Structure project (**\$8,366,000**) were reallocated to finance the Compton Police Project. After commencement of the project, the City Council subsequently mandated that the Compton Police Project should be discontinued, and ratified all costs incurred on the project.

Public Finance Authority
Page 2 of 4

Resolution No 23,422 of November 8, 2011 made further changes to the “2008 Projects” and reallocated funds for the purpose of financing the changes. Specifically, the City Council mandated that funds should be reallocated to finance the Martin Luther King Multimodal Transit center in the amount of **\$4,000,000**, the Compton Dispatch Center for **\$700,000** and debt service payment of the Lease Revenue Bond in the amount of **\$7,000,000**.

On July 2, 2013, the City Council approved further change to the “2008 Projects” with Resolution No. 23,789 to include financing of further improvements to the Martin Luther King Multimodal Transit Center in an additional amount not to exceed **\$665,000**.

On July 28, 2015, the City Council approved the commencement of arrangements to refund the Lease Revenue Bonds by using the unspent proceeds of the Bond for the partial repayment of the Bond. The resolution authorized the allocation of an amount not-to-exceed **\$4,000,000** of the unspent proceeds of the Bond to specifically pay the principal and interest of the Bond due on September 1, 2015.

STATEMENT OF ISSUE

The table below shows the amount allocated to the initial projects (“2008 Projects”) approved by the City Council with Resolution No. 22,536 dated 3/11/2008, the amounts of reallocation made by the City Council with Resolution No. 22901 of 7/28/2009, the amounts of further reallocation by the Council with Resolution No. 23,422 of 11/8/2011, the additional amount reallocated for the MLK Transit Center with Resolution No. 23,789 of 7/2/2013, the amount spent on each project and the balances not yet spent or reallocated.

Project	Initial Allocation Resolution # 22,536	Second Reallocation Resolution # 22,901	Third Reallocation Resolution # 23,422	Amount Spent To-date	Unspent Balance To-date	Remarks
City Hall Rehabilitation	\$ 5,200,000	\$ 5,200,000	\$ 5,200,000	\$ 457,117	\$ 4,742,883	
Parks Rehabilitation	3,134,000	3,134,000	3,134,000	2,048,899	1,085,101	
Surveillance Cameras	2,000,000	2,000,000	2,000,000	1,736,419	263,581	
Senior Citizen Center	11,200,000	-	-	-	-	
Parking Structure	8,366,000	-	-	-	-	Resolution No. 22,901 (2009) erroneously indicated \$8,701,000.
Compton Police Project	-	19,566,000	1,792,902	1,792,902	-	The unspent amount of \$17.77m was reallocated by Res. 23,422.
MLK Project	-	-	4,000,000	3,990,525	9,475	
MLK Improvements	-	-	665,000	658,772	6,228	Additional allocation per Resolution No. 23,789.
Debt Service Payments	-	-	7,000,000	6,959,663	40,337	Resolution 23,422
Debt Service Payments	-	-	4,000,000	2,784,944	1,215,056	Resolution 24,211 allocated \$4 million for debt service payment
Compton Dispatch Center	-	-	700,000	-	700,000	
Unallocated	-	-	1,408,098	-	1,408,098	Amount not yet reallocated to any project.
Total	\$ 29,900,000	\$ 29,900,000	\$ 29,900,000	\$20,429,241	\$ 9,470,759	

The MLK Project has been completed and put to use by the City. The City-wide camera project was in progress as of time of this report. Several cameras have been installed and are currently functioning.

Public Finance Authority
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Some of the specific tasks under the Parks Rehabilitation Project have been completed. The City Council approved during the 2014/2015 Fiscal Year that the unspent balance under the Parks Rehabilitation Project should be utilized to complete other aspects of the City's park improvement. The amounts allocated for the debt service payments have been utilized to make the debt payments.

The actual amount of cash at US Bank (Bond Trustee) representing total proceeds of the PFA Lease Revenue Bonds Series 2008 not yet spent as of **February 29, 2016** was **\$12,895,212**. The bank balance comprised the following:

Bank Balance 02/29/2016	
Capital Project Account	\$ 8,946,060
Reserve Account (Lease Revenue Bonds Fund)	<u>3,949,152</u>
Total balance at US Bank	<u>\$ 12,895,212</u>

The amounts of the outstanding principal obligation and the associated bond interest payable for the duration of the PFA Lease Revenue Bonds Series 2008 are shown below:

Fiscal Year	Principal Payment	Interest Payment	Total Payment	Remarks
2008-2009	\$ 1,130,000	\$ 788,362.50	\$ 1,918,362.50	Bond payment made by the City
2009-2010	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2010-2011	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2011-2012	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2012-2013	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2013-2014	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2014-2015	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2015-2016	1,625,000	2,319,887.50	3,944,887.50	Bond payment made by the City
2016-2017	1,710,000	2,238,387.50	3,948,387.50	Not yet due for payment
2017-2018	1,795,000	2,153,137.50	3,948,137.50	Not yet due for payment
2018-2019	1,885,000	2,063,387.50	3,948,387.50	Not yet due for payment
2019-2020	1,980,000	1,969,137.50	3,949,137.50	Not yet due for payment
2020-2021	2,075,000	1,870,137.50	3,945,137.50	Not yet due for payment
2021-2022	2,180,000	1,766,387.50	3,946,387.50	Not yet due for payment
2022-2023	2,290,000	1,657,387.50	3,947,387.50	Not yet due for payment
2023-2024	2,405,000	1,542,887.50	3,947,887.50	Not yet due for payment
2024-2025	2,530,000	1,416,625.50	3,946,625.50	Not yet due for payment
2025-2026	2,665,000	1,283,800.00	3,948,800.00	Not yet due for payment
2026-2027	2,805,000	1,143,887.50	3,948,887.50	Not yet due for payment
2027-2028	2,950,000	996,625.00	3,946,625.00	Not yet due for payment
2028-2029	3,105,000	841,750.00	3,946,750.00	Not yet due for payment
2029-2030	3,260,000	686,500.00	3,946,500.00	Not yet due for payment
2030-2031	3,425,000	523,500.00	3,948,500.00	Not yet due for payment
2031-2032	3,595,000	352,250.00	3,947,250.00	Not yet due for payment
2032-2033	3,450,000	172,759.50	3,622,759.50	Not yet due for payment
	\$46,860,000	\$ 39,706,122.50	\$ 86,566,122.50	

#3.

**Public Finance Authority
Page 4 of 4**

RECOMMENDATION

It is recommended that the Chairperson and Board of Directors receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

May 17, 2016

TO: **THE HONORABLE MAYOR & COUNCIL MEMBERS**

FROM: **CITY CONTROLLER'S OFFICE**

SUBJECT: **REPORT OF SALES AND USE TAX REVENUES – AS OF
FEBRUARY 29, 2016**

This report contains an update of the Sales and Use Tax revenues received by the City of Compton as of February 29, 2016. The City's Sales and Use Tax Rate is currently **9.00%**. This rate comprises the following:

	Fiscal Year 2015/2016	Fiscal Year 2014/2015
Sales Tax Rate Imposed by State of California	7.50%	7.50%
Sales Tax Rate Imposed by Los Angeles County	1.50%	1.50%
Sales Tax Rate Imposed by City of Compton	<u>0.00%</u>	<u>0.00%</u>
Total Sales Tax Rate	<u>9.00%</u>	<u>9.00%</u>

Actual Sales Tax amount received as of Feb. 29	<u>\$ 2,990,239</u>	<u>\$ 4,134,264</u>
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The portion of the **9%** sales tax rate receivable by the City of Compton is approximately **1%**. The City has received **\$2,990,239** as part of the Sales and Use Tax revenue for the 2015/2016 Fiscal Year. From July 2015 to February 2016, the City received lesser amounts of monthly sales tax revenue allocations from the State Board of Equalization compared to the amounts received during the previous year. The State has indicated that Cities (including the City of Compton) will receive more allocations of the Sales Tax revenue close to the end of the fiscal year. The City of Compton conservatively budgeted to receive a total of **\$7,560,540** in Sales and Use Tax revenue during Fiscal Year 2015/2016.

Thank you.

CITY CONTROLLER'S OFFICE

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

March 15, 2016

TO: **THE HONORABLE MAYOR & COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **REPORT OF THE CITY OF COMPTON 2015/2016
TAX AND REVENUE ANTICIPATION NOTES**

SUMMARY

This report contains relevant information about the City of Compton **2015/2016 Tax and Revenue Anticipation Notes (TRANS)** issued in August 2015. The TRANS represents obligation of the General City.

BACKGROUND

For several years, the City experienced cash flow problem during the first half of each fiscal year (i.e. from July to December of each year). The cash flow issue was a result of the fact that the City received bulk of its General Fund revenues (especially the Motor Vehicle License Fee and Property Tax revenues) during the second half of the year. The City received smaller amounts of General Fund revenues during the first half of each fiscal year. This situation meant that the City had to delay payments to its vendors (during the first half of each year) which resulted in strained relationship with the City's critical vendors.

To ensure that the City does not experience the annual cash flow problem, the City Council authorized the issuance of **\$10.00 million Tax and Revenue Anticipation Notes (TRANS)** to provide cash for financing the City's operations during the first half of the 2015/2016 fiscal year.

The City utilized the proceeds of the 2015/2016 TRANS to remain current in paying its monthly bills until the revenue collections increased significantly in the second half of the fiscal year. The TRANS will be fully repaid (principal and interest) in **June 2016** utilizing the General Fund secured revenues accumulated in a lock box from July1, 2015 to May 31, 2016.

STATEMENT OF ISSUE

The net proceeds of the TRANS of **\$9,712,500** (after deducting underwriter's discount of \$90,000, and total issue expense of \$197,500 as detailed below) was deposited with the City's Trustee (US Bank).

The total issue expense of \$197,500 represents professional fees of the Attorneys, Bond Consultants, Capital Market Specialist, and Trustee engaged for the issuance of the TRANS. The services of the professionals were necessary to ensure that the issuance of the TRANS was properly documented, marketed to investors, registered with the necessary agencies and that all legal requirements were complied with. The fees were verified and paid directly by the Trustee (US Bank) and the fees were deducted from the proceeds of the TRANS deposited in the City's US Bank account. Details of the professional services regarding the TRANS are:

Name	Professional Service	Fee Amount
Gonzalez, Saggio & Harlan LLP	Bonds Counsel for the TRANS	\$ 60,000
Butler Snow LLP	Special Counsel review of the TRANS	50,000
Comer Capital Group	Capital Market Services	60,000
CCG Asset Management	Cash Investment Services	8,500
IFC Securities	Bond Underwriters	7,500
Bell & Washington, LLP	Underwriter's Counsel Services	7,500
US Bank	Trustee Services	1,500
Dorsey & Whitney, LLP	Corporate and Business Law Services	2,500
	Total	\$ 197,500

As of February 29, 2016, the total amount of **\$9,723,224** from the TRANS proceeds and interest earned thereon had been utilized to pay the Los Angeles County Sheriff for the law enforcement services within the City. The breakdown of the amount is as follows:

Description	Month Paid	Amount
LA County Sheriff	September 2015	\$ 3,207,611
LA County Sheriff	October 2015	1,641,079
LA County Sheriff	October 2015	1,630,968
LA County Sheriff	October 2015	1,630,968
LA County Sheriff	December 2015	1,612,598
	Total	<u>\$ 9,723,224</u>

The bank balance of the TRANS proceeds as of February 29, 2016 was **\$472**. The analysis of the bank balance is as follows:

	Amount
Net proceeds of the TRANS	\$ 9,712,500
Add: Interest and other amount credited	<u>11,196</u>
	9,723,696
Less: Payments to LA County Sheriff	<u>9,723,224</u>
Balance of the TRANS not yet spent	<u>\$ 472</u>

**Public Finance Authority
Page 3 of 3**

RECOMMENDATION

It is recommended that the Honorable Mayor and Council Members receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

May 17, 2016

TO: MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: A REQUEST TO SCHEDULE THE 2016 FIREWORKS HEARING

It is hereby requested that the 2016 Fireworks Hearing be scheduled for June 14, 2016 at 6:00 P.M. for the City Council to consider the granting or denial of a permit to sell fireworks from June 30, 2016 to July 4, 2016.

Alita Godwin, CMC
City Clerk
City of Compton

May 24, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$1,949,925)

SUMMARY

Staff request that the City Council, subsequent to the public hearing thereon, adopt and authorize the City Manager to submit the HUD-mandated 2016-2017 Annual Action Plan to the United States Department of Housing and Urban Development ("HUD"), to execute contracts and to implement programs by allocating \$1,491,641 in Community Development Block Grant ("CDBG") funds and \$453,284 in Home Investment Partnership funds in the City's 2016-17 Fiscal Year budget for a total of \$1,949,925.

BACKGROUND

HUD mandates that all entitlement communities submit an Annual (one-year) Action Plan. In accordance with this requirement, the City of Compton has prepared the 2016-17 Annual Action Plan which indicates how the City plans to use the 2016-17 CDBG and HOME allocations to address the priority needs this upcoming fiscal year.

2015 – 2016 Annual Action Plan Summary:

Each year, the City's Federal Grants Advisory Board ("FGAB") reviews applications and interviews potential CDBG sub-recipients in an effort to provide City Council with recommendations for CDBG funds. A community meeting was held on April 7, 2016, to allow the public and proposed agencies to ask questions of the FGAB regarding their recommendations. The Annual Action Plan has outlined specific activities that will be funded in the FY 2016-2017. For the FY 2016-2017, the City expects to receive \$1,491,641 in CDBG funds and \$453,284 in HOME funds for a total of \$1,949,925 from HUD. The City of Compton has met all HUD requirements in the development of the plans.

CDBG Program:

The CDBG eligible activities are required to meet at least one of the three national objectives: 1) to assist low and moderate income persons; 2) aid in the prevention or elimination of slum or blight; or ,3) meet urgent community needs. The primary objective of this program is to develop viable urban communities by providing decent

#8.

**Staff Report – Adoption & Authorize Submission
2016-2017 Annual Action Plan of Consolidated Plan
May 24, 2016, page 2**

housing and a suitable living environment, principally for persons of low and moderate income. Each year, the FGAB members review applications and conduct interviews of potential CDBG sub-recipients to determine who should receive recommendations for CDBG funds.

**2016-2017 Community Development Block Grant (CDBG)
Proposed Activities and Budget**

CDBG Program Activities	2016-17 Recommended Allocation
CDBG Administration (20% cap)	
CDBG Program Administration	\$288,328
Fair Housing Services	\$10,000
CDBG Administration Sub-Total	\$298,328
CDBG Public Service Activities as recommended by the City of Compton's Federal Grants Advisory Board (FGAB) (15% cap)	
Volunteers of America- CDBG Program	\$30,000
Champions of Caring- Literacy Program	\$10,000
El Nido Family Centers – Youth Development	\$16,746
GRID Alternatives- Solar Power	\$20,000
Legal Aid Society of OC – Domestic Violence Prevention	\$18,000
Queue Up, Inc- Therapeutic Horseback Riding	\$15,000
Soledad Enrichment Action, Inc.	\$30,000
St. Francis Center- Outreach	\$15,000
St. Francis Medical Centers of Lynwood Foundation	\$9,000
The Children's Clinic – Medical Care Service	\$40,000
The Compton Initiative	\$20,000
CDBG Public Service Sub-Total	\$223,746
CDBG Non-Public Activities	
Public Works – Residential Street Reconstruction 2016	\$427,467
Section 108 Loan Repayment	\$542,100
CDBG Non-Public Service Sub-Total	\$969,567
CDBG Total	\$1,491,641

**Staff Report – Adoption & Authorize Submission
2016-2017 Annual Action Plan of Consolidated Plan
May 24, 2016, page 3**

HOME Program:

The fundamental purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing for persons at 80% or below the Los Angeles County area median household income depending on the type of the service being provided.

2016-2017 HOME Investment Partnership (HOME)

Activities and Budget

HOME Program Activity	2016-2017
HOME Administration 10%	
HOME Program Administration	\$45,328
HOME Administration Sub-Total	\$45,328
CHDO Activity (15% cap)	
CHDO Project	\$67,992
CHDO Activity Sub-Total	\$67,992
HOME Activities	
First-Time Homebuyer Program	\$189,964
Residential Rehabilitation Program	\$150,000
HOME Sub-Total	\$339,964
HOME TOTAL	\$453,284

ESG Program:

The ESG program is designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing, HMIS data entry and administration.

2015-2016 Emergency Solutions Grant (ESG)

This fiscal year, the City will not receive funds directly from HUD for the ESG Program. The State of California will receive the funds. Once the State determines who will be the ESG provider to service the area, we will notify the citizens.

STATEMENT OF ISSUE

In order for the City of Compton to utilize HUD funding starting at the beginning of the City's new fiscal year, July 1, 2016, the City Council will need to adopt and authorize submission of the Annual Action Plan.

In compliance with HUD requirement, copies of the Draft Plan were made available for public viewing in the Office of the City Clerk, City Manager's Office (Grants Division) and the Compton Public Library and the City noticed the availability of the Draft Plan for public viewing and comment in the local newspaper and informed citizens that they had an option to submit written comments on the proposed Plan.

HUD also requires that citizens be given the opportunity to comment on the City's proposed Annual Action Plan prior to its submission, thus, a public hearing before the City Council is scheduled for May 17, 2016, to obtain citizen input and comments on the proposed activities.

ALTERNATIVE

In order for the City of Compton to receive next year's HUD allocation, the City must submit a Council approved Annual Action Plan. If the City does not approve an Annual Action Plan for submittal, the City could lose HUD federal funding.

FISCAL IMPACT

The General Fund will not be negatively impacted by the proposed 2016-17 Annual Action Plan.

RECOMMENDATION

Staff recommends that the City Council adopt the proposed 2016-17 Annual Action Plan, authorize the City Manager to submit the plan to HUD, authorize the City Manager to execute the contracts and implement all programs under the 2016-17 Annual Action Plan, and include the identified projects and funding allocations in the City's 2016-17 budget.

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$1,949,925)

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) expects to allocate **\$1,944,925** for FY 2016-2017 funding to the City of Compton through the Community Development Block Grant (“CDBG”) and the Home Investment Partnership (“HOME”); and

WHEREAS, the City’s FY 2016-2017 Annual Action Plan of the Consolidated Plan outlines the City’s planned uses of these HUD funding allocations; and

WHEREAS, HUD requires that citizens be given the opportunity to comment on the City’s proposed Annual Action Plan prior to its submission; and

WHEREAS, in compliance with HUD requirement, copies of the Draft Plan were made available for public viewing in the Office of the City Clerk, City Manager’s Office (Grants Division) and the Compton Public Library; and

WHEREAS, the City noticed the availability of the Draft Plan for public viewing and comment in the local newspaper and informed citizens that they had an option to submit written comments on the proposed Plan; and

WHEREAS, the City held a public hearing on May 17, 2016, to obtain citizen input and comments on the proposed activities.

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

Section 1. That the City Council hereby adopts the funding recommendations of the proposed FY 2016-2017 Annual Action Plan of the Consolidated Plan, which are as follows:

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Proposed 2016-2017 CDBG Activities

CDBG Program Activity	2016-2017 Budget
CDBG Administration (20% cap)	
CDBG Program Administration	\$288,328
Fair Housing Services	\$10,000
Sub-Total	\$298,328
CDBG Public Service Activities (15% cap)	
Volunteers of America- CDBG Program	\$30,000
Champions of Caring Connections- Literacy Program	\$10,000
El Nido Family Centers-Compton Youth Develop. Program	\$16,746
GRID Alternatives Greater LA-Solar Electricity	\$20,000
Legal Aid Society of OC-Domestic Violence Prevention	\$18,000
Queue Up, Inc.-Therapeutic Horseback Riding	\$15,000
Soledad Enrichment Action, Inc.	\$30,000
St Francis Center- Outreach	\$15,000
St. Francis Medical Centers of Lynwood Foundation	\$9,000
The Children's Clinic - Medical Care Service	\$40,000
The Compton Initiative	\$20,000
Sub-Total	\$223,746
CDBG Non-Public Service Activities	
Residential Street Project 2016	\$427,467
Section 108 Loan Repayment	\$542,100
Sub-Total	\$969,567
CDBG TOTAL	\$1,491,641

Proposed 2016-2017 HOME Activities

HOME Program Activity	2016-2017
HOME Administration (10% cap)	
Home Program Administration	\$45,328
Sub-Total	\$45,328
CHDO Activity (15% cap)	
CHDO Project	\$67,992
Sub-Total	\$67,992
HOME Activities	
First Time Homebuyer Program	\$189,964
Residential Rehabilitation Program	\$150,000
Sub-Total	\$339,964
HOME TOTAL	\$453,284

RESOLUTION NO. _____
Page 3 of 4

Proposed 2016-2017 ESG Activities

This fiscal year, the City will not receive funds directly from HUD for the ESG Program. The State of California will receive the funds. Once the State determines who will be the ESG provider to service the area, we will notify the citizens.

Section 2. That the City Manager is hereby authorized to submit the FY 2016-2017 Annual Action Plan of the Consolidated Plan in accordance with HUD regulations.

Section 3. That the City Manager is authorized to execute all necessary contracts and implement all programs under the FY 2016-2017 Annual Action Plan.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Grants Division, City Attorney, City Controller, Local Housing Authority and the Public Works Department.

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: ss**

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RESOLUTION NO. _____
Page 4 of 4

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$1,949,925)

Roger Haley
DEPARTMENT MANAGER’S SIGNATURE

5/11/2016 3:21:47 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/12/2016 12:59:33 PM
DATE

Austin Okonta
CITY CONTROLLER

5/12/2016 6:44:04 AM
DATE

Roger Haley
CITY MANAGER

5/11/2016 3:23:14 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.

May 17, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RENE FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013 AND 2015-2016 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG AND ESG FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES

SUMMARY

Staff would like Council to receive citizen comments and adopt the attached resolution approving the City's proposed substantial amendments to its HUD-mandated Fiscal Years 2010-2011, 2011-2012, 2012-2013 and 2015-2016 Annual Action Plans of the Consolidated Plans, as well as authorize the City Manager to enter into an amendment to the agreement with Volunteers of America to extend the term for 12 months and provide One Hundred Sixty-Two Thousand Nine Hundred Forty Nine Dollars and Thirty Six Cents (\$162,949.36) compensation to provide homeless and homeless prevention services.

BACKGROUND

The City of Compton is proposing substantial amendments to its Fiscal Years 2010-2011, 2011-2012, 2012-2013 and 2015-2016 Annual Action Plans of the Consolidated Plans. These Action Plans outline the City of Compton's planned uses of the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs. These programs are funded by the U.S. Department of Housing and Urban Development (HUD). The substantial amendment being proposed are those modifications involving a change in use, purpose, scope location and or funding amounts. The City has followed HUD's regulation for substantial amendments as well as the City's Citizen Participation Plan.

The City's Citizen Participation Plan is a requirement by HUD, to provide citizens with reasonable advance notice of an opportunity to comment on Action Plan and Consolidated Plan proposed activities.

#9.

Staff Report – Resolution Amending Annual Action Plan
FYs 2010/11, 2011/12, 2012/13 and 2015/16
Authorize Contract with Volunteers of America
May 17, 2016, page 2

STATEMENT OF ISSUE

The City proposes to reallocate unexpended funds in the amount of \$120,000.00 (CDBG) and \$169,746.36 (ESG) from prior and/or current year projects.

The following is a detailed list of the proposed changes:

a. Re-allocation of CDBG program funds FROM projects with unexpended balances

FY 2015-16

Residential Street Reconstruction: \$120,000.00 (CDBG)

Reconstruction of low to moderate income eligible streets within the City of Compton. This project has been completed and \$120,000.00 remains unexpended for this project.

Re-allocation of CDBG program funds TO new and/or existing projects

FY 2015-16

Public Facilities Improvement 2016 (new): \$120,000.00

These funds will go towards the cost to cover improvements to be made at the City's park facilities to deter graffiti in CDBG eligible census tracts.

b. Re-allocation of ESG program funds FROM projects with unexpended balances

FY 2010-11

ESG: \$84,008.04

These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$84,008.04 remained unexpended. No Admin funds were used during this fiscal year.

**Staff Report – Resolution Amending Annual Action Plan
FYs 2010/11, 2011/12, 2012/13 and 2015/16
Authorize Contract with Volunteers of America
May 17, 2016, page 3**

FY 2011-12

ESG: \$40,708.00

These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$40,708.00 remained unexpended.

FY 2012-13

ESG: \$45,030.32

These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$45,030.32 remained unexpended.

Re-allocation of ESG program funds TO new and/or existing projects

FY 2015-16

Volunteers of America (existing project): \$162,949.36

These funds will go towards identifying sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing and administration.

ESG Admin for Grants Division (new): \$6,797.00

These funds will go towards the cost of administration and oversight of the Emergency Solutions Grant Program.

ALTERNATIVES

The Council has the authority to change the implementation of the HUD funded programs. If the Council decides against allocating the funds towards proposed projects, the City would have to expend General Fund dollars to implement these activities.

#9.

Staff Report – Resolution Amending Annual Action Plan
FYs 2010/11, 2011/12, 2012/13 and 2015/16
Authorize Contract with Volunteers of America
May 17, 2016, page 4

FISCAL IMPACT

This resolution will have no impact on the General Fund. The FY 2015-2016 budget will be amended as follows:

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

ESG

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
28010000003583	HUD Revenue	\$169,746.36
	Total:	\$169,746.36

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-510-000-4289	Contribution to Other Agencies	\$162,949.36
2801-510-000-4101	Salaries	\$6,797.00
	Total:	\$169,746.36

- b. Re-allocate the funds as follows:

CDBG

From

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72C-149-4269	Other Contract Services	\$120,000.00
	Total:	\$120,000.00

To

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-51D-154-4269	Other Contract Services	\$120,000.00
	Total:	\$120,000.00

Staff Report – Resolution Amending Annual Action Plan
FYs 2010/11, 2011/12, 2012/13 and 2015/16
Authorize Contract with Volunteers of America
May 17, 2016, page 5

RECOMMENDATION

Staff recommends that the Mayor and Council Members adopt the attached resolution.

**RENEA FERRELL
GRANTS MANAGER**

APPROVED AS TO FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013 AND 2015-2016 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG AND ESG FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES

WHEREAS, the City of Compton is proposing to substantially amend its HUD-mandated Fiscal Year's 2010-2011, 2011-2012, 2012-2013 and 2015-2016 Annual Action Plan of the Consolidated Plans; and

WHEREAS, the City's Action Plan outlines its planned uses of the Community Development Block Grant (CDBG), Home Invest Partnership (HOME) and Emergency Solutions Grant (ESG); and

WHEREAS, the City has conducted its substantial amendment process in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations and the City's Citizen Participation Plan; and

WHEREAS, a public hearing was conducted on the proposed amendments on April 26, 2016; and

WHEREAS, the City Council has received all testimony and been fully informed of citizens views; and

WHEREAS, the proposed substantial amendments will be accounted for in the City of Compton Fiscal Year 2015-2016 Budget.

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

Section 1. That the proposed substantial amendments to the Fiscal Years 2010-2011, 2011-2012, 2012-2013 and 2015-2016 Annual Action Plans of the Consolidated Plan is hereby adopted and the following amendments authorized:

a. Re-allocation of CDBG program funds FROM projects with unexpended balances

FY 2015-16

Residential Street Reconstruction: \$120,000.00 (CDBG)
Reconstruction of low to moderate income eligible streets within the City of Compton.

This project has been completed and \$120,000.00 remains unexpended for this project.

Re-allocation of CDBG program funds TO new and/or existing projects

FY 2015-16

Public Facilities Improvement (new): \$120,000.00
These funds will go towards the cost to cover improvements to be made at the City's park facilities to deter graffiti in CDBG eligible census tracts.

b. Re-allocation of ESG program funds FROM projects with unexpended balances

FY 2010-11

ESG: \$84,008.04
These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$84,008.04 remained unexpended. No Admin Funds were used during this fiscal year.

FY 2011-12

ESG: \$40,708.00
These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$40,708.00 remained unexpended.

FY 2012-13

ESG: \$45,030.32
These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$45,030.32 remained unexpended.

Re-allocation of ESG program funds TO new and/or existing projects

FY 2015-16

Volunteers of America (existing project): \$162,949.36
These funds will go towards identifying sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing and administration.

RESOLUTION NO. _____
Page 3 of 4

ESG Admin for Grants Division (new): \$6,797.00
These funds will go towards the cost of administration and oversight of the Emergency Solutions Grant Program.

Section 2. That the Fiscal Year 2015-2016 budget will be amended as follows:

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

ESG

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-510-000-4289	Contribution to Other Agencies	\$162,949.36
2801-510-000-4101	Salaries	\$6,797.00
Total:		\$169,746.36

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
28010000003583	HUD Revenue	\$169,746.36
Total:		\$169,746.36

- b. Re-allocate the funds as follows:

CDBG

From

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72C-149-4269	Other Contract Services	\$120,000.00
Total:		\$120,000.00

To

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-51D-154-4269	Other Contract Services	\$120,000.00
Total:		\$120,000.00

Section 3. That the City Manager is authorized to execute the amendments to the Fiscal Years 2010-2011, 2011-2012, 2012-2013 and 2015-2016 Annual Action Plan of the Consolidated Plan in accordance with HUD regulations as well as City regulations related to the projects.

Section 4. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an amendment to the agreement with Volunteers of America to extend the term for an additional twelve (12) months for provision of homeless prevention services.

RESOLUTION NO. _____
Page 4 of 4

Section 5. That a purchase order is authorized to be established for Volunteers of America for provision of homeless prevention services in the amount of \$162,949.36, which will be available in Account No. 2801 510 000 4289 of the 2015/16 and 2106/17 Fiscal Year budgets.

Section 6. That a copy of this Resolution shall be filed in the office of the City Manager (Grants Division), City Controller, City Attorney and City Clerk.

Section 7. 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON’S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013 AND 2015-2016 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG AND ESG FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES.

Roger Haley
DEPARTMENT MANAGER’S SIGNATURE

4/11/2016 9:54:14 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/28/2016 12:48:39 PM
DATE

Regina Tercero
CITY CONTROLLER

4/28/2016 11:24:15 AM
DATE

Roger Haley
CITY MANAGER

4/27/2016 6:42:45 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.

May 17, 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 ACCEPTING THE PROPOSAL OF CIVIL SOURCE
FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE COMPTON BOULEVARD/WILMINGTON
AVENUE SEWER REPLACEMENT PROJECT (CIP #10-18) AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICE AGREEMENT AND ISSUE A
PURCHASE ORDER IN THE AMOUNT OF \$ 108,302**

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to enter into a professional service agreement with Civil Source for construction management and inspection services for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18) and authorize the issuance of a purchase order in the amount of \$108,302.00.

BACKGROUND

On May 3, 2016, staff will recommend to City Council the award of a construction contract for \$5,806,990. The project consists of a combined total of 5,700 linear feet (one mile) of new construction of 10-inch, 12-inch and 15-inch VCP sewer mainlines, new construction of 10-inch, 12-inch and 16-inch Ductile Iron sewer mainlines, in-place reconnection for 60 service laterals, the restoration of the appurtenances (pavement, backfill, restoration, etc.) associated with the sewer main construction, construct 30 new sewer manholes, reconstruct 2 existing sewer mainline connections to the Los Angeles County Sanitation District sewer trunk main, and other minor associated work. Construction time for this project is expected to be for 90 working days. (4 ½ months)

Essential to the project is to retain the services of a qualified construction management firm to perform construction management, inspection services and project documentation.

STATEMENT OF ISSUE

On January 7, 2016, staff solicited a request for proposal for construction management and inspection services for the project from qualified firms. On January 28, 2016, a total of nine (9) proposals were received, ranked and the top three firms are presented as follows:

**Staff Report – Resolution Authorizing Agreement with
Civil Source to Provide Construction Management
for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18)
May 17, 2016, Page 2**

<u>Rank</u>	<u>Construction Management Firm</u>	<u>Location</u>
1	Civil Source	Irvine, CA
2	AMC, Inc.	Cerritos, CA
3	Engineering Resources	Irvine, CA

Construction management and inspection services for the subject project for the City of Compton that will include the following:

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

**Staff Report – Resolution Authorizing Agreement with
Civil Source to Provide Construction Management
for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18)
May 17, 2016, Page 3**

9. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

10. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

11. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

12. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

13. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

14. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

15. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

16. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition 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.

**Staff Report – Resolution Authorizing Agreement with
Civil Source to Provide Construction Management
for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18)
May 17, 2016, Page 4**

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

Selections Process

In the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, and etc. in one package and their fee in a separate sealed package. Therefore, as a result, the fee was not considered until after the selection of the three most qualified firms.

A review committee, comprised of Public Works staff, reviewed the proposals submitted. The committee reviewed the materials in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals.

The selection of the most responsive qualified firm for the construction management services was based on demonstrated competence, experience on similar projects and professional qualifications. Qualification Based Selection (QBS) is where selection is based on the most appropriate provider of the professional services; fee is not considered. Cost was not the basis for rating such consultants. Therefore, the fee was not considered until after the selection of the most qualified firm.

The evaluations used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work.

Based on the above criteria, the proposal submitted by Civil Source in the amount of \$108,302 was determined to be the best qualified firm to manage the Compton Boulevard/Wilmington Avenue Sewer Replacement Project. Civil Source will provide the City of Compton with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar project for several Southern California cities.

In order to award the professional service agreement to Civil Source to provide construction management services to be performed on the Compton Boulevard/Wilmington Avenue Sewer Replacement Project, City Council's authorization is necessary.

**Staff Report – Resolution Authorizing Agreement with
Civil Source to Provide Construction Management
for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18)
May 17, 2016, Page 4**

ALTERNATIVE

The City desires construction management services for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18). Therefore, no other alternative is recommended at this time.

FISCAL IMPACT

Funds in the amount of \$108,302 are available in the Public Works/Municipal Utilities Department's 2015-2016 and 2016-2017 fiscal year budgets in Account No. 5117-710-000-4262 (Sewer Bond).

RECOMMENDATION

Staff recommends that the City Council approves the proposal submitted by Civil Source to provide construction management services for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18) and authorize the City Manager to enter into a professional services agreement and issue a purchase order for \$108,302.

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

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVIL SOURCE FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE COMPTON BOULEVARD/WILMINGTON AVENUE SEWER REPLACEMENT PROJECT (CIP #10-18) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$108,302

WHEREAS, on May 3, 2016, the Public Works/Municipal Utilities Department awarded the construction of the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18); and

WHEREAS, the project consists of a combined total of 5,700 linear feet (one mile) of new construction of 10-inch, 12-inch and 15-inch VCP sewer mainlines, new construction of 10-inch, 12-inch and 16-inch Ductile Iron sewer mainlines, in-place reconnection for 60 service laterals, the restoration of the appurtenances (pavement, backfill, restoration, etc.) associated with the sewer main construction, construct 30 new sewer manholes, reconstruct 2 existing sewer mainline connections to the Los Angeles County Sanitation District sewer trunk main, and other minor associated work; and

WHEREAS, on January 7, 2016, staff solicited a request for proposal for construction management and inspection services for the project from qualified firms; and

WHEREAS, on January 28, 2016, a total of nine (9) proposals were received, ranked and the top ranking and most qualified proposal was submitted by Civil Source in the amount of \$108,302; and

WHEREAS, Civil Source construction managers and inspectors have extensive experience in rehabilitation and installation of hundreds of miles of pipelines projects of various materials; and

WHEREAS, funds in the amount of \$108,302 are available in the Public Works/Municipal Utilities Fiscal Year 2015-2016 and 2016-2017 budgets in Account No. 5117-710-000-4262 (Sewer Bond); and

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

SECTION 1. That the proposal submitted by Civil Source 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 Civil Source for construction management and inspection services for the Compton Boulevard /Wilmington Avenue Sewer Replacement Project (CIP #10-18).

SECTION 3. That a purchase order in the amount of \$108,302 is authorized to be issued to Civil Source for services performed for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18).

SECTION 4. That funds in the amount of \$108,302 are available in the Public Works/Municipal Utilities Department's 2015-2016 and 2016-2017 fiscal year budgets in Account No. 5117-710-000-4262.

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.

Resolution No. _____
Page 2

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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-**

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVIL SOURCE**

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 Civil Source (hereinafter referred to as "**CONSULTANT**"), located at 9890 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, the City will be implementing the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18); 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 Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18); and

WHEREAS, by **Resolution No. ____**, adopted on the ____th day of **May 2016**, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant to provide construction management services for the Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18); 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 Compton Boulevard/Wilmington Avenue Sewer Replacement Project (CIP #10-18). The scope of work for this Project includes: Installation and maintenance of temporary sewer of temporary sewer by-pass/high-line system; Removal and replacement of over 6,000 linear feet of existing sewer main with new vitrified clay and ductile iron mainlines of varying diameter (10-inch to 16-inch); Reconstruction and re-connection of 60 existing service laterals; Construction of 30 new sewer manholes; Reconstruction of two existing mainline connections with the Los Angeles County Sanitation District sewer trunk mains; and Trench backfill, restoration, final paving and other ancillary site work. Services to be provided by Consultant include: delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services and 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 – CIP #10-18 Sewer Rehabilitation Project Compton Boulevard & Wilmington Avenue Sewer Replacements”** and in Consultant’s **“Proposal to Provide Construction Management and Inspection Services for CIP #10-18 Sewer Rehabilitation Project Compton Boulevard & Wilmington Avenue Sewer Replacements”** dated January 27, 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 provided pursuant to this Agreement.

Peter Salgado, P.E., Construction Manager of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services 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 ninety (90) working days after commencement of the services by Consultant.

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

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

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 on/about January 28, 2016 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 **One Hundred Eight Thousand Three Hundred Two Dollars (\$108,302.00)**.

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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:

**Amy Amirani, P.E.
9890 Irvine Center Drive
Irvine, California 92618
Attn: Amy Amirani, Principal-In-Charge
(949) 585-0477
(949) 585-0433
www.civil-source.com**

TO CITY:

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

With Copy to:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

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

28. 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.

**CIVIL SOURCE
CONSULTANT**

Dated: _____

By _____
Amy Amirani, 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: _____

Approved by:

Dated: _____

By _____
Roger L. Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

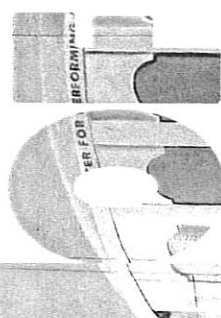
ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

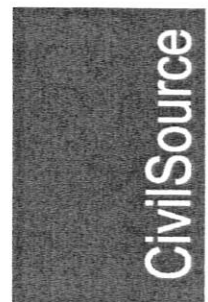


CITY



CIVIL SOURCE

CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES
CIP #10-18 SEWER REHABILITATION PROJ
COMPTON BOULEVARD AND WILMINGTON
AVENUE SEWER REPLACEMENTS



#10.

January 27, 2016

Glen W.C. Kau, PE
Director of Public Works
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220.2

Subject: Proposal to Provide Construction Management and Inspection Services for
CIP #10-18 Sewer Rehabilitation Project Compton Boulevard and Wilmington Avenue
Sewer Replacements

Dear Mr. Kau,

At CivilSource, Inc., we understand the importance of continued capital improvement projects, including wastewater projects that will see a safe and efficient sewage system that meets current and future demands. We get that these projects are necessary to keep improving the lives of the City of Compton residents and have more than ten years of experience partnering with myriad local agencies across Southern California to provide construction management and inspection services. We offer the City the following:

Current Partnership. Our experience and strong existing relationship with the City gives us the unrivaled ability to continue providing construction management and inspection services for your capital improvement projects. We operate with a working knowledge of your people, processes and environment, enabling us to provide the most cost- and time-efficient services.

Of notable significance is that we conducted the constructibility review on this project, and are thoroughly familiar with the proposed improvements as well as issues and challenges.

Project Team and Qualifications. CivilSource offers the City a highly competent team with an unparalleled reputation and proven capability and expertise.

Construction Manager Peter Salgado, PE has more than 20 years of experience delivering civil engineering and construction management services for various public works projects, including the City's Shaw's Cove Lift Station Rehabilitation Project that earned the APWA Southern California Project of the Year Award. As a construction manager, Mr. Salgado manages schedules and budgets, provides construction oversight and negotiations, and coordinates various engineering disciplines.

Construction Inspector Mike Helma has more than 30 years of experience in construction oversight of public works projects with an emphasis in water and wastewater projects. He possesses a thorough knowledge of the Caltrans Standard Plans and Standard Specifications, Greenbook, Caltrans Construction Manual, Manual of Tests, and Manual of Traffic Controls for Construction and Maintenance Work Zones. His recent and relevant project experience includes several sewer line, lift station and force main improvements for the City of Huntington Beach, citywide sewer improvements for the City of Pomona and sewer system improvements for the City of Birmingham.

CivilSource

Technical Approach and Methodology. CivilSource has a proven work plan to complete projects on time, within budget, and with minimal impact to the surrounding businesses and residents. Our quality, cost, and schedule control measures will result in timely and successful completion of the City's project.

We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

Key elements of our cost control program include establishment and maintenance of a project budget; value engineering and constructibility reviews of project plans and specifications; sufficient vetting of owner requested or contractor generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log.

Accessibility and Responsiveness. Our professionals take pride in providing immediate responses and attention to our clients' requests. The City will receive personal attention from principal level key personnel to ensure that an immediate response is provided for all requests and issues.

Proven Track Record and Experience. CivilSource has a proven track record of successfully providing professional services to local agencies throughout southern California, including the cities of Brea, Buena Park, Culver City, Cypress, Downey, Hermosa Beach, Huntington Beach, Irvine, La Habra Heights, Laguna Woods, Lake Forest, Lomita, Moreno Valley, National City, Norwalk, Pomona, Rancho Santa Margarita, Santa Monica, Villa Park, and Yorba Linda. We encourage the City to contact our references to confirm our successful track record. References will be provided upon request.

We look forward to the opportunity to continue supporting the City's goals and objectives. If you need further information, I may be reached by phone at (949) 585-0477, or electronically at amy@civil-source.com. Thank you for your time and consideration.

Sincerely,

Amy Amirani

Amy Amirani
Principal-In-Charge

COMPANY OVERVIEW

Company profile

Established in 2006, CivilSource, Inc. specializes in the engineering design, construction management and inspection of capital improvement projects, including: water and wastewater systems; streets; traffic systems; drainage and flood control; parks and recreational facilities; vertical construction; and landscaping and grading. Based in Irvine, California, we offer a large network of experts from a variety of engineering fields. Our team of more than 45 personnel includes licensed civil and geotechnical engineers, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team. A certified DBE, SBE and WBE, CivilSource is wholly owned by Amy Amirani, PE, QSD/QSP. Our DBE certification is attached in the Appendix.

In the past ten years, our successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services are:

	CONSTRUCTION MANAGEMENT AND INSPECTION		PLAN CHECK AND REVIEW
	CIVIL ENGINEERING DESIGN		BUILDING AND SAFETY SERVICES
	DESIGN OF NEW & UPGRADES TO EXISTING WATER & WASTEWATER FACILITIES		CONSTRUCTIBILITY REVIEW
	DESIGN OF BLENDING STATIONS, CHEMICAL FEED SYSTEMS AND TREATMENT		CIP BUDGET MANAGEMENT
	DESIGN OF DRAINAGE IMPROVEMENTS		STAFF AUGMENTATION
	WATER SYSTEM ANALYSIS AND ASSESSMENT		PROJECT MANAGEMENT
	WATER QUALITY AND TREATMENT SERVICES		GRANTS AND FEDERAL FUNDING MANAGEMENT
	EXISTING FACILITY EVALUATION AND MAINTENANCE		LABOR COMPLIANCE
	GIS SUPPORT		PUBLIC OUTREACH

experience with the city of compton.

Compton Boulevard and Wilmington Area Sewer Replacement
CivilSource provided constructability review services for this project.

Pearl Avenue Sewer Replacement
CivilSource provided constructability review services for this project.

Water Bond Improvements: Water Main Replacement
CivilSource provided construction management and inspection services for the reconstruction and replacement of water distribution pipelines citywide. The construction work also included public and utility notifications; traffic control; surveying; potholing; environmental protections; materials testing; trench repairs; paving; infrastructure restoration; structures restoration; and utility identification. Services provided also included overseeing temporary transportation route locations and coordination with police, fire and refuse collection services for street and alley closures.

Wilmington Avenue Pedestrian and Bicycle Improvements
CivilSource provided professional design engineering services, including plans, specifications, cost estimates and related bid documents, for the Wilmington Avenue Safe Streets Pedestrian and Bicycle Improvement Project. The project included pavement rehabilitation; various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

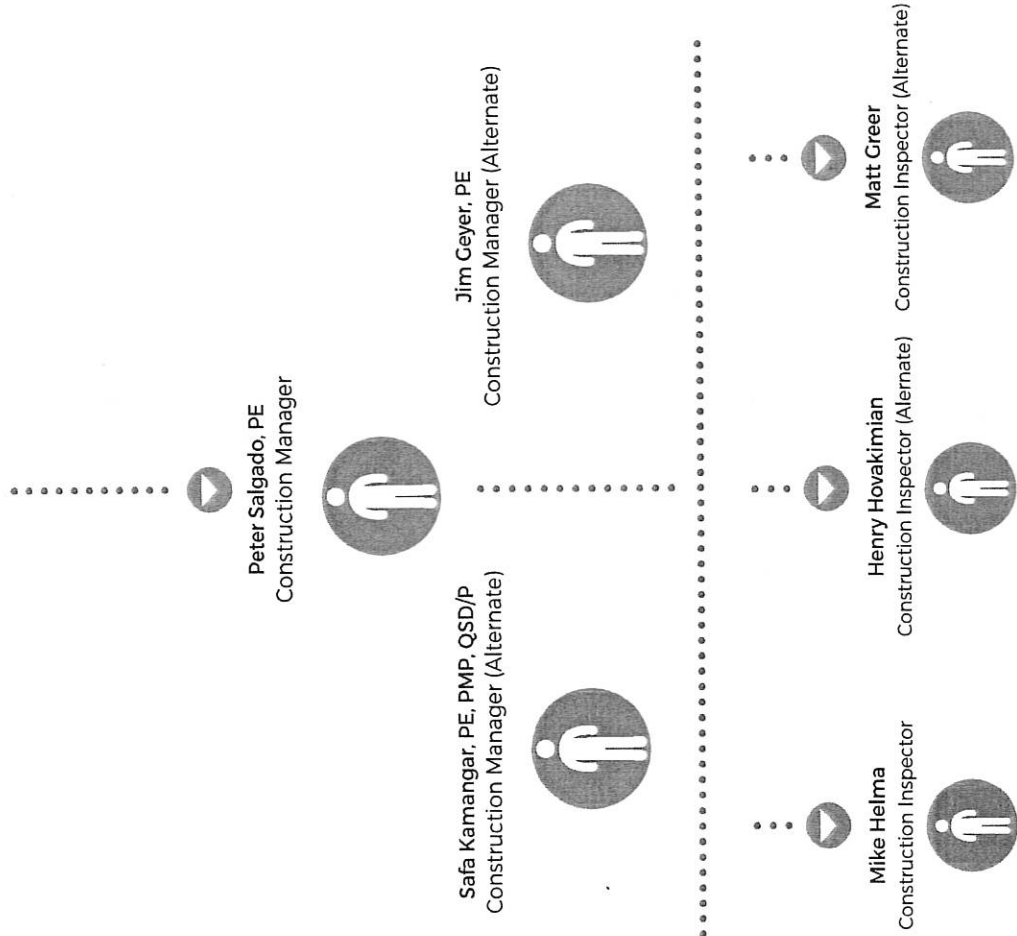
We maintain an extensive history of working with various local agencies. Throughout the course of completing myriad public works capital improvement projects, CivilSource has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired a keen understanding of local agency requirements, a critical element in the facilitation and resolve of project issues. CivilSource is excited about the opportunity to continue serving the City and is committed to maintaining effective working relationships with your staff, relevant government agencies and project stakeholders.

With a demonstrated ability to address public concerns, we are experts in a broad range of governmental interface, public outreach and community involvement, and are genuinely committed to public participation as a way of planning and completing projects. CivilSource routinely performs these services as part of our delivery of public works projects and regard them as a vital component to project success.

project team

For this project, CivilSource has assembled a team of experts that has direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested construction support and labor compliance services. Shown below are team roles and responsibilities. Full resumes are attached in the Appendix section of this proposal.

CITY OF COMPTON



key personnel

Construction Manager Peter Salgado, PE, (civil engineer license number 63159) has more than 20 years of civil engineering experience, with an emphasis in the construction management of public infrastructure improvements. His construction management and design engineering expertise consists of a variety of public works projects including water and wastewater; storm drain; street and highway; and vertical construction and tenant improvements. Working with a variety of governmental agencies, he is thoroughly familiar with local, state, and federal procedures.

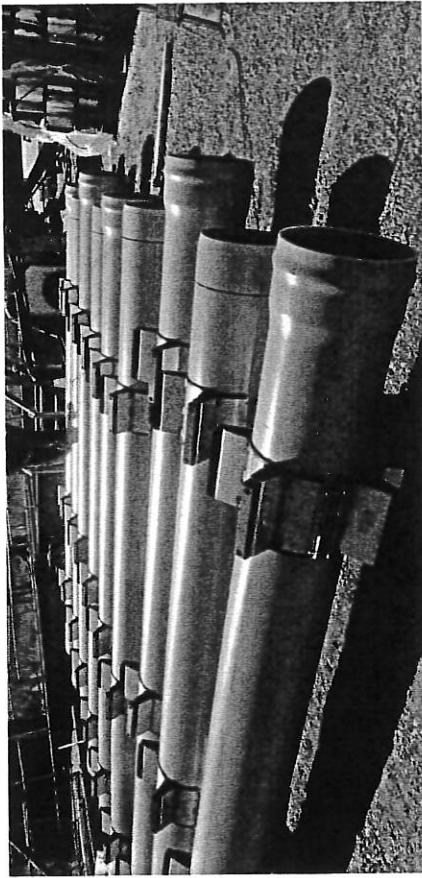
In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; preparing and presenting District Board Staff Reports; facilitating work related to warranties; and managing project closeout.

Proposed **Construction Inspector, Mike Helma**, is a senior-level public works construction manager and inspector with experience in the construction of large and small diameter pipeline projects. He possesses the necessary experience and know-how of construction equipment, materials, methods and workmanship for the sewer lining work to be performed on the projects. In addition, he exhibits the interpersonal skills to effectively communicate with contractors, businesses and residents.

subconsultants

Pacific Resources Services, a California public benefit corporation, provides state and federal Davis-Bacon prevailing wage monitoring and enforcement services to cities, counties, water districts, school districts, housing authorities, special districts, contractors and individuals. Additionally, they conduct seminars, workshops, and trains public agencies and contractors on their prevailing wage obligations. They have provided training to a diverse group ranging from building and construction trades councils, the County Counsels Association of California, and various awarding authorities and contractors.

project xperience



CITYWIDE SEWERMAIN REPLACEMENT
CITY OF POMONA



COMPLETED ON TIME



COMPLETED WITHIN BUDGET



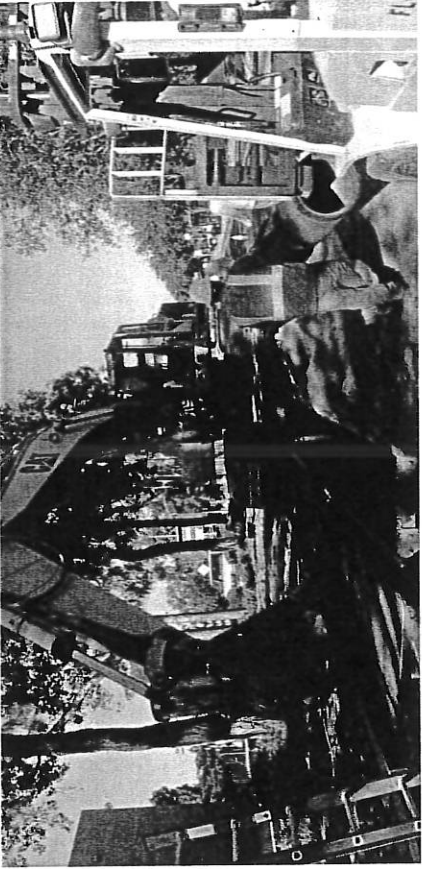
\$1M CONSTRUCTION COST

CivilSource provided construction inspection services for this citywide sewer main replacement project. The work consisted of the removal and construction of 8-, 10- and 12-inch diameter sewer pipe; relining existing 8-, 10-, 12- and 15-inch diameter sewer pipe; spot repairs; spot lining; and the reconnection of sewer laterals.

Services provided

- Participate in pre-construction and progress meetings
- Payment request, change order, submittal and request for information review
- Document control
- Preparation of daily reports
- Maintenance of as-built drawings
- Project closeout

CivilSource, inc.



CITYWIDE SEWERMAIN REPLACEMENT
CITY OF TORRANCE



COMPLETED ON TIME



COMPLETED WITHIN BUDGET

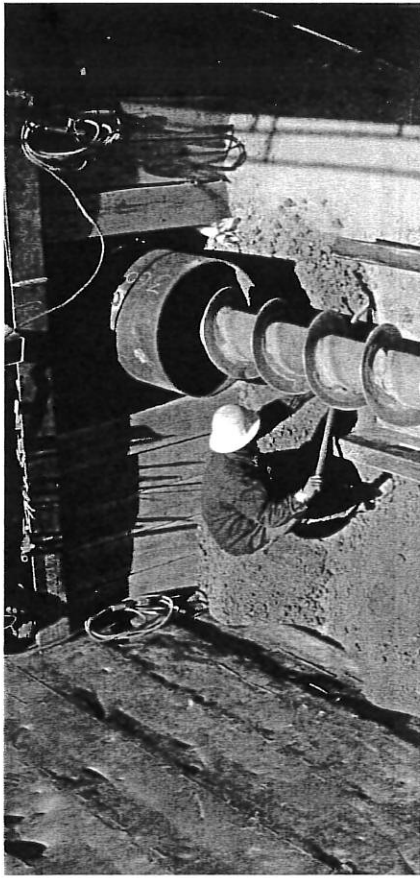


\$1M CONSTRUCTION COST

CivilSource provided construction inspection services for this citywide sewer main improvement project. The project included rehabilitating existing sewer system in various locations throughout the City. The scope of work included pipelining sections of sewer where damage was repaired by insertion of a plastic liner, thereby eliminating the need for trench excavation and minimizing public impacts. Where trench excavation was required, damaged sections of pipe were replaced with new vitrified clay pipe (VCP).

Services provided

- Participate in pre-construction and progress meetings
- Payment request, change order, submittal and request for information review
- Document control
- Preparation of daily reports
- Maintenance of as-built drawings
- Project closeout



SEWER TRUNK MAIN REPLACEMENT AT FAIRPLEX AVENUE CITY OF POMONA



COMPLETED ON TIME



COMPLETED WITHIN BUDGET



\$1M CONSTRUCTION COST

CivilSource provided construction inspection services for this project that eliminated sewer manhole surcharging and reduced the possibility of sanitary sewer overflow. The project replaced 1,350 linear feet of 12-inch sewer pipeline that was undersized and deteriorating with 838 linear feet of 15-inch fusible PVC and 775 linear feet of 15-inch VCP and related appurtenances. The work required a temporary construction easement from three property owners including the County of Los Angeles.

Services provided

- Participate in pre-construction and progress meetings
- Payment request, change order, submittal and request for information review
- Document control
- Construction inspection and preparation of daily reports
- Maintenance of as-built drawings
- Project closeout

CivilSource, inc.



CITYWIDE SEWER SPOT REPAIRS CITY OF FONTANA



COMPLETED ON TIME



COMPLETED WITHIN BUDGET

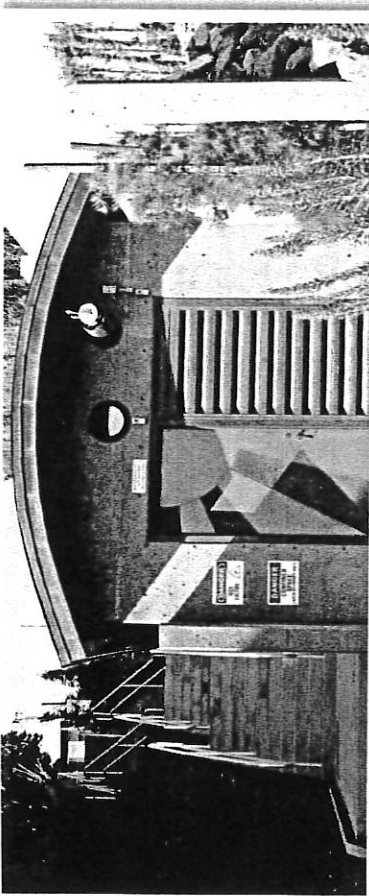


\$500K CONSTRUCTION COST

CivilSource provided construction management, inspection and administration for citywide sewer spot repairs. The project included 79 spot repairs ranging from 3-feet to 18-feet long, installation of lateral connection seals, pipe cleaning, and pre and post construction closed-circuit television (CCTV).

Services provided

- Facilitate pre-construction and progress meetings
- Contract administration and management
- Payment request, change order, submittal and request for information processing
- Document control
- Construction/specialty inspection and preparation of daily reports
- Maintenance of as-built drawings
- Project closeout



SHAW'S COVE LIFT STATION REHABILITATION CITY OF LAGUNA BEACH



COMPLETED ON TIME



COMPLETED WITHIN BUDGET



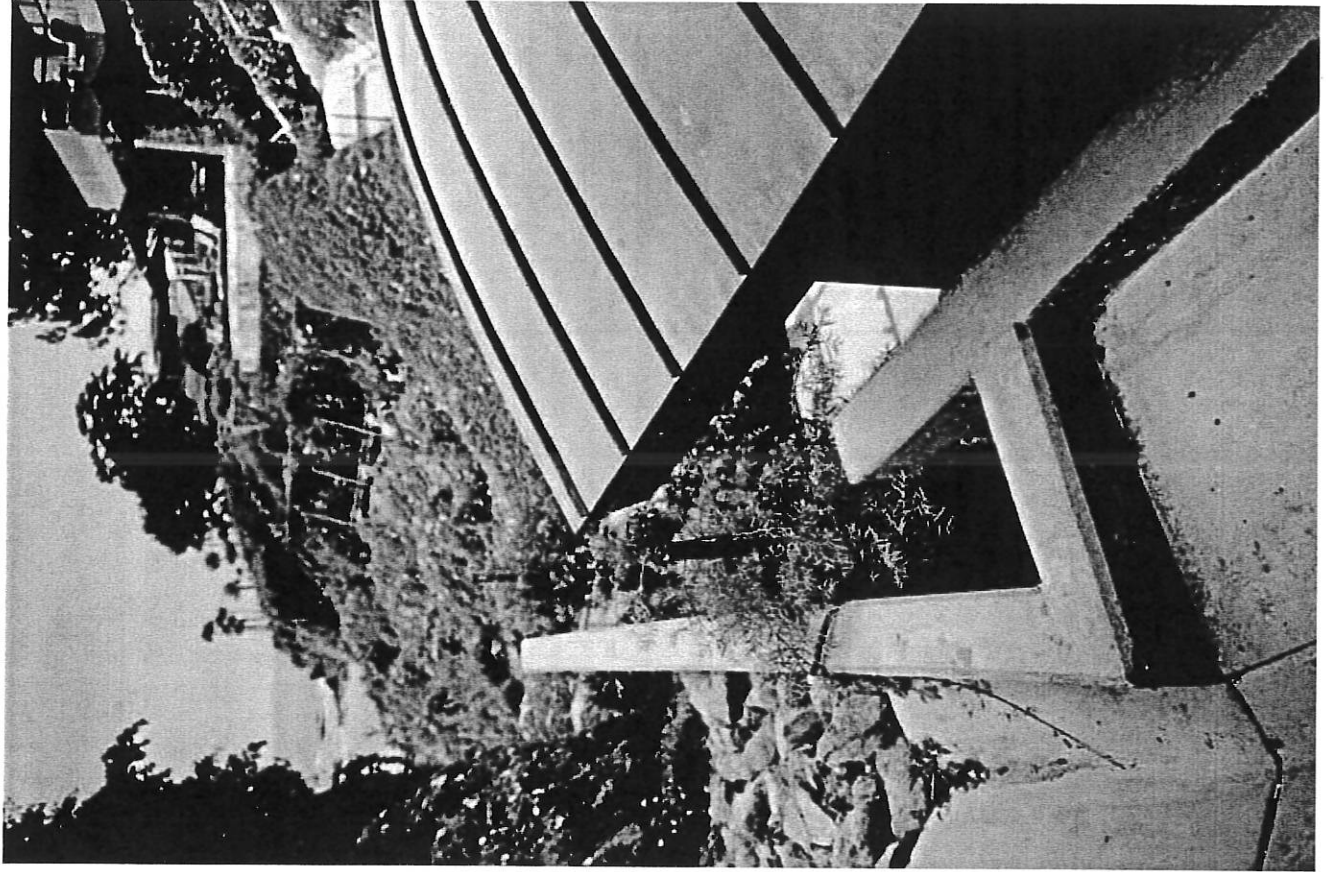
\$1.5 M CONSTRUCTION COST

CivilSource provided construction management and inspection services for a \$1.5M lift station rehabilitation. The existing pump station required rehabilitation and upgrading to meet existing service demands. Improvements included the construction of new wet and dry wells and the installation of new pumps, piping and valving, and a stand-by diesel generator. When soil conditions in the project area were discovered to be unstable and the project required construction of a retaining wall on private property, CivilSource negotiated the additional work with the Contractor, assisted with the design approval process of the retaining wall, and negotiated with the property owner a temporary construction easement and an agreement to fund a portion of the wall. **This project received the APWA 2009 Project of the Year Award.**

Services provided

- Facilitate pre-construction and progress meetings
- Payment request, change order, submittal and request for information review
- Federal funding administration
- Construction inspection and specialty inspection
- Maintenance of as-built drawings
- Project closeout

CivilSource, inc.



APPROACH

project understanding

This project will replace existing sewer mains in the area bound by Compton Boulevard, Wilmington Avenue, Spruce Avenue and Dwight Avenue. Based on a review of the RFP as well as the plans and specifications, we understand the scope of work to include:

- Installation and maintenance of temporary sewer by-pass/high-line system.
- Removal and replacement of over 6,000 linear feet of existing sewer main with new vitrified clay and ductile iron mainlines of varying diameter (10-inch to 16-inch)
- Reconstruction and re-connection of 60 existing service laterals
- Construction of 30 new sewer manholes
- Reconstruction of two existing mainline connections with the Los Angeles County Sanitation District sewer trunk main s
- Trench backfill, restoration, final paving, and other ancillary site work.

The project area includes the following locations:

- Compton Boulevard between Maie Avenue and Coral Street. This stretch of Compton Boulevard is an arterial roadway, with two travel lanes and a parking lane in each direction. The roadway is separated by a raised median and the surrounding area is mainly residential.
- Wilmington Avenue between School Avenue and Elm Avenue. This stretch of Wilmington Avenue is an arterial roadway with two travel lanes and a parking lane in each direction. The roadway is separated by a raised median and the surrounding area is mainly residential.
- Poplar Avenue between Grandee Avenue and Dwight Avenue . This stretch of Poplar Avenue is a residential roadway, with one travel lane and a parking lane in each direction. The surrounding area is mainly residential.
- Dwight Avenue between Poplar Avenue and Spruce Avenue and between 151st and Compton Boulevard. This stretch of Dwight Avenue is a residential roadway, with one travel lane and a parking lane in each direction. The surrounding area is mainly residential.
- Spruce Avenue between Dwight Avenue and Pacific Avenue . This stretch of Spruce Avenue is a residential roadway, with one travel lane and a parking lane in each direction. The surrounding area is mainly residential.

issues and opportunities

Based on our experience with projects of similar scope and complexity, we have identified the following issues and opportunities.

PIPE INSTALLATION | VCP

Given that Vitrified Clay Pipe (VCP) typically comes in relatively short sections (typically 4-feet to 6-foot segments), sagging may be an issue. Our inspectors have extensive experience in the installation of VCP and will ensure that the bottom of the trench is graded to final design grades and that transitions are graded smooth. We will also ensure that the pipe is installed plumb to design grades, either via laser target or plumb bob. These measures will help avoid any sagging. Finally, our inspectors will ensure the proper installation of gaskets at tie-ins and connections.

UNFAVORABLE SOIL CONDITIONS AND TRENCH DEPTHS

Depending upon the depths of the trenching and existing subsurface conditions, provisions may need to be made for unfavorable soil conditions. Whether there is a potential for encountering ground water or sandy soils, provisions for dewatering or specialized shoring systems may need to be considered. In the case of dewatering plans we will work closely with both the contractor and design engineer to ensure the timely submittal, review and approval of a dewatering plan as well as the processing of all required water discharge permits. During construction we will make sure that all permit requirements, including water quality treatment and testing is performed prior to discharge.

The plans show trench depths between 10-feet to 30-feet. We will ensure that the contractor submits engineered shoring plans and that shoring is installed and maintained properly.

UTILITY CONFLICTS

A cursory review of the construction plans shows several major utilities that need to be protected in place during construction. These include but may not be limited to:

- Existing water service connections.
- Existing gas mains.
- Existing telecommunication lines and ducts.
- Existing large diameter sewer trunk mains.
- Existing large diameter storm drains, some of which may require construction of a support system and/or encasement.
- Existing oil/petroleum lines.

We will work closely with the contractor and the affected agencies to ensure proper coordination and inspection during the work as well as to ensure that the affected line is sufficiently protected and supported in place. Should a conflict arise, our team will work closely with the contractor and the engineering design team to develop the most cost-effective and cost-efficient solution. Our construction management and inspection team has had extensive experience in working in and around existing utilities and resolving conflicts of this nature, and working in concert with our in-house engineering design team, have devised both creative and practical solutions.

TEMPORARY SEWER BY-PASS/HI-LINE SYSTEM

The contract documents call for the installation and maintenance of a temporary sewer by-pass/hi-line system to keep residents in service during construction. We will work closely with the contractor, City Staff and the engineering design team to review and provide input/recommendations on the contractor's by-pass/hi-line plan. Our team has had extensive experience in designing and implementing similar systems in the past and is familiar with potential issues that could arise. We will ensure that appropriate contingency measures such as provisions for stand-by Vector trucks and continuous monitoring are included in the proposed system.

PIPE BURSTING

Our team is well experienced in construction of new sanitary sewer lines utilizing pipe bursting method. We will make sure that bursting and receiving pits are of adequate size and shored properly to accommodate the size of pipe being pulled. This needs to be sized based on the maximum radius each pipe size can handle which will be obtained from the manufacturer. We will make sure all pipe joints are properly fused using appropriate fusing machine and keeping a close control of the heat plates. Connections to the manholes will be thoroughly inspected and all gaps will be filled with non-shrink grout for a water tight connection. We will review pre bursting CCTV's to make sure there are no sags in the pipe that could affect pipe bursting operation. After the installation is complete CivilSource team will verify through review of post construction CCTV's that the newly installed pipe has been constructed to the grades shown on the plans.

MULTI-AGENCY COORDINATION

The plans call for the re-construction of two existing sewer mainline connections with the Los Angeles County Sanitation District. We will work closely with the contractor and County staff to ensure that the work is scheduled, coordinated and installed to the County's satisfaction. We will invite County staff to the pre-construction meeting as well as to all weekly progress meeting to make sure they are kept abreast of all pertinent construction activities and that all their issues/concerns are addressed in a timely manner. Finally, we will ensure that all required encroachment permits are obtained and that all permit requirements are met.

TRAFFIC CONTROL

The project is to be constructed on both arterial and residential roadways. We recommend

that the contractor submits an engineered traffic control plan for review and approval. If this is the case, we are available to assist the City as well as the engineering design team to review the plans. We have an in-house Traffic Engineering design team that is experienced in preparing traffic control plans.

Our inspectors are well-versed in the requirements of the latest editions of the WATCH Manual as well as the CA MUTCD and are experienced in making sure that proper traffic control is deployed during construction. Should modifications need to be made in the field, our in-house Traffic Engineering team can work closely with our inspectors to provide recommendations.

PUBLIC RELATIONS

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues.

An effective and informative public outreach program that informs all affected residents, property owners and motorists about construction impacts and possible traffic delays is critical to the success of any project.

If the City desires, CivilSource, as a part of its construction support services, can establish a 24-hour toll-free project hotline, linked directly to Amy Amirani who oversees all public outreach operations. We can also create a recorded message that includes project information and updates and give callers the option to leave messages. All messages will be responded to within 24 hours. We can also post project information and updates on the CivilSource website, which can be accessed via a link on the City's website. Updates and photos are posted on a weekly basis. Other key elements of our public outreach program include:

- Verbal and written notifications
- Informational flyers about the project
- Advanced written notices about upcoming work
- Following up with verbal communication to ease public concerns, enabling residents and business to prepare for any anticipated impacts

As part of our work with the City of Santa Monica, we managed and inspected a project was being constructed in very busy and politically visible section of Montana Avenue. The work was performed at night to reduce impacts to the businesses, but there was still a major concern with noise impacts for the residential neighborhoods lining the side streets. Our construction inspection team worked closely with the City and the contractor to distribute information flyers to the adjacent residents as well as go door to door and speak with the residents to provide as much information and answer as many questions about the work. This approach kept the complaints to a minimum. Residents voiced their appreciation to the construction support team for providing advanced notification and information.

QUALITY ASSURANCE AND QUALITY CONTROL

To ensure compliance with the plans and specifications, we will implement a comprehensive quality assurance and quality control (QA/QC) program involving the following steps:

We will perform a thorough review of the contract documents. This responsibility will include the following tasks:

- Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs
- Comparing existing elevations, grades and details, etc., shown on plans with those at the actual site
- Reporting all errors, omissions and deficiencies, etc., to the District and engineering design team.
- Keeping a marked-up set of plans and specifications for quick reference
- Anticipating the contractor's operations by reviewing the plans and specifications for each one before it begins

Before start of construction, we will discuss with the contractor the definable features of work to ensure that documentation is complete, materials are on hand and those who are to perform the work understand the scope in its entirety

At the onset of the work, we will ensure that the contractor thoroughly understands and is capable of accomplishing the work as specified.

We will ensure that the contractor has an established safety program and that regular safety meetings are conducted. We will also ensure that the contractor meets all OSHA safety requirements.

The construction inspector will perform follow-up inspections on a daily basis for the purpose of ensuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all applicable standards. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the contractor and corrective and preventive action will be taken to ensure compliance with the contract documents.

We will conduct a monthly review of the as-built drawings and ensure that all items are considered in the changes of the record drawings, including:

- The size, type and location of existing and new utility lines
- The layout and schematic drawings of electrical circuits and piping
- Verification of alignment and cross sections
- Changes in the location of equipment; etc.

Finally, we will review and approve the as-built drawings to complete the project turnover and begin the warranty period.

project management approach

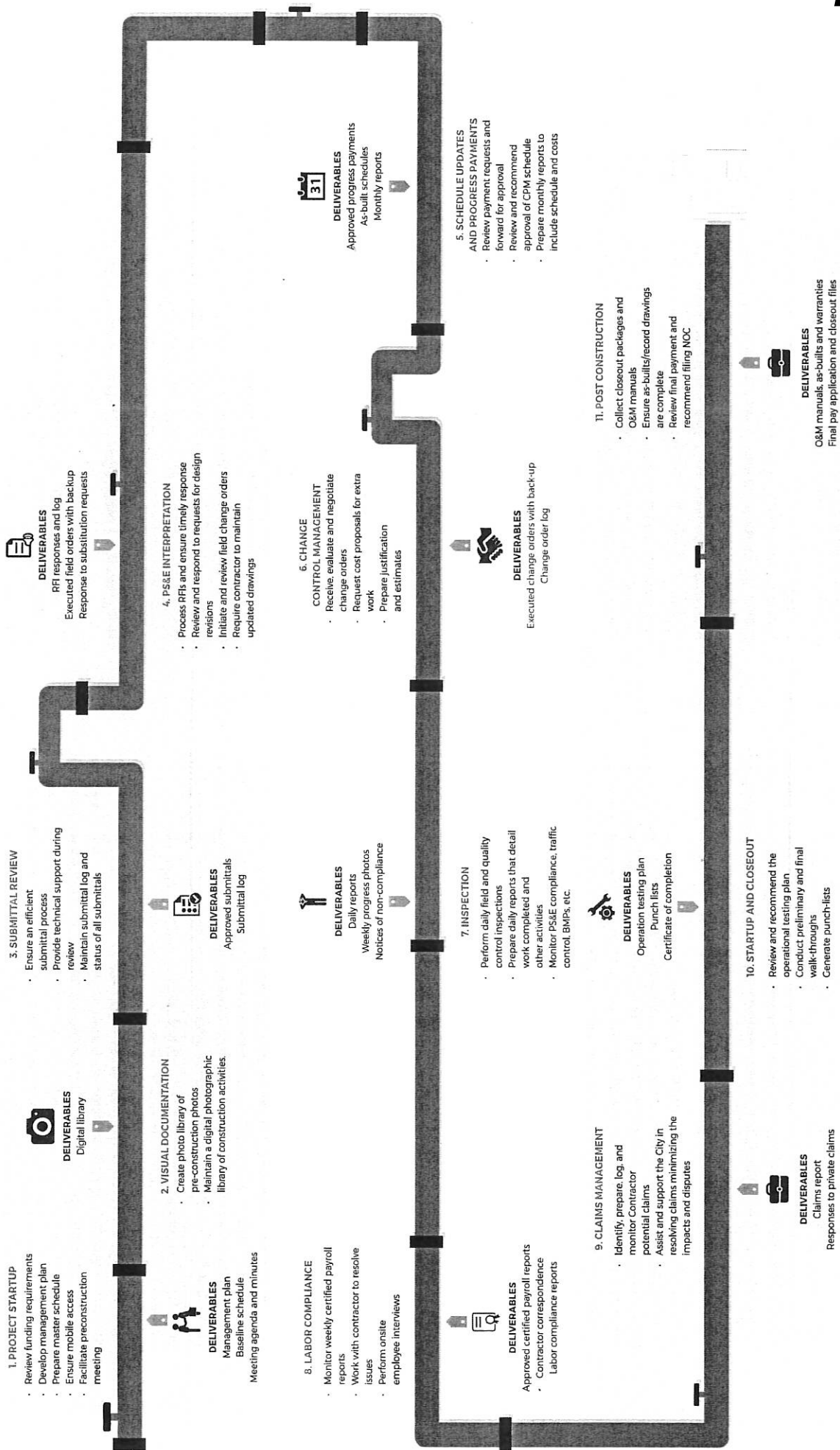
CivilSource's approach to construction support services is centered on our established policy of consistent and effective employee oversight. Senior level and extensively experienced project managers will oversee the assigned construction support services team and ensure quality, schedule and cost control in construction management and inspection services. CivilSource takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

SCHEDULE CONTROL

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to ensure that the District receives full value for all funds earmarked for the project. Key elements of our cost control program include: establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner requested or contractor generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. CivilSource provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and a summary of issues and concerns pending resolution.



scope of work specifics

CivilSource views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

PROJECT START-UP, COORDINATION & ORIENTATION PHASE

This phase is essential to establishing communications, setting protocols, and building the procedural framework for the project. In particular, we establish communications between the project team, including the construction management team, City staff, the engineering design team, the contractor, utility companies, and other interested parties, to the resolution of construction issues. Our pre-construction services can include:

- Review funding with the City to affirm the special requirements affecting the work, and identify accounting and reporting requirements that will be followed.
- Develop a project specific management plan that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the project.
- Establish and ensure implementation of a coordination plan to coordinate work (e.g. utility facility relocations) and work impact (e.g. traffic and access) with all affected agencies including utilities, police and fire departments, home owner associations and special districts.
- We will prepare a master project schedule and will follow up with contractor on a regular basis to make sure completion is within the scheduled time.
- Ensure that each member of our project team will have access to a mobile office which includes a laptop, internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via mobile phone for easy access and continuous communication.

CONSTRUCTION MANAGEMENT AND ADMINISTRATION

CivilSource will focus on the daily tasks that are required to ensure the contractor is executing the work according to the accepted CPM baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and expedient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. Meeting agendas and minutes will be prepared and distributed to all attendees.

Coordinate weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, OSHA visits and citations, etc. Coordination shall also include preparation of agendas and meeting minutes.

Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.

Provide project coordination for project control during the construction period by monitoring the contractor's work progress, personnel, equipment and materials to ensure that adequate resources are available to meet the project schedule and that the contractor's work is in compliance with the contract documents.

Require the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite.

Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, Engineer, other agencies). Response to RFIs shall take no longer than 7 calendar days. We will coordinate all technical support and constructibility reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.

Ensure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. CivilSource will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule.

Review and recommend for approval the contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.

Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.

Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers, and others.

Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance.

Changes will be logged and recorded in the record specifications and plans. If required, we will follow-up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.

- Receive, evaluate for reasonableness and cost effectiveness, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs, differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations.
- Review and forward for approval the contractor Payment Applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted schedule of values and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.

INSPECTION

Detailed and accurate quality control inspection of the contractor's work is required for successful project completion. Our inspection services can include:

- Perform daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials to ensure all conform to the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual, and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
- Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on site, and any major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be immediately delivered to the contractor for any and all deviations.
- Perform weekly progress photos and a video survey at project initiation. Documentation will be used for monthly reporting to the City, updates for informational websites, and documentation for any potential claims by contractor. Photos and a video survey will also ensure that the site is returned to its original condition at the end of the construction period.

- We will maintain a digital photos library of significant construction activities. We will take additional photos to document differing site conditions, change orders and claim items.

- Monitor utility coordination as set forth in pre-construction meeting reporting conflicts to the City and recommending course of action.
- Ensure compliance to coordination plan set forth in project start-up to mitigate construction impacts to business and residents; altering and revising coordination plan as project demands require. As part of the coordination plan, monitor site safety, public safety and convenience, reporting problems to the City.
- Ensure implementation of a traffic control plan that is in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements, the City's requirements, and the contract documents.
- Ensure labor and hours reported by contracts match the daily diary. Provide complete measurements and calculations to administer progress payments, ensure contractors submit certified payroll reports, and make recommendation for payments.
- Upon project completion, conduct final inspection, close-out permits including encroachment and construction/excavation, and prepare and submit as-built plans to the City.

LABOR COMPLIANCE

CivilSource will provide labor compliance services to ensure that prevailing wages are paid during the construction of the project and in compliance with Section 1770, et seq. and/or Davis-Bacon and related acts. Our services will include:

- Provide applicable prevailing wage rate(s) to the contractor, and post at project location.
- Verify all subcontractors are eligible to work on the project by checking contracting status with both California and federal lists, including the California Department of Industrial Relations and the Federal Excluded Parties List.
- Conduct all pre-bid orientation conferences to ensure that all bidders are fully educated and informed of relevant labor code requirements.
- Perform a license check with the California Contractor's License Board for current and active license status, as well as worker's compensation coverage of all contractors and all listed sub-contractors.
- Monitoring of all weekly certified payroll, including, but not limited to: correct classification of workers proper wages paid; proper calculations and payment of fringe benefits and training contributions; review overtime, shift pay, weekend and holiday work/pay; cross reference of onsite interviews with certified payroll to verify all workers are listed; and confirm the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority.
- Interview at least one worker per craft on site.

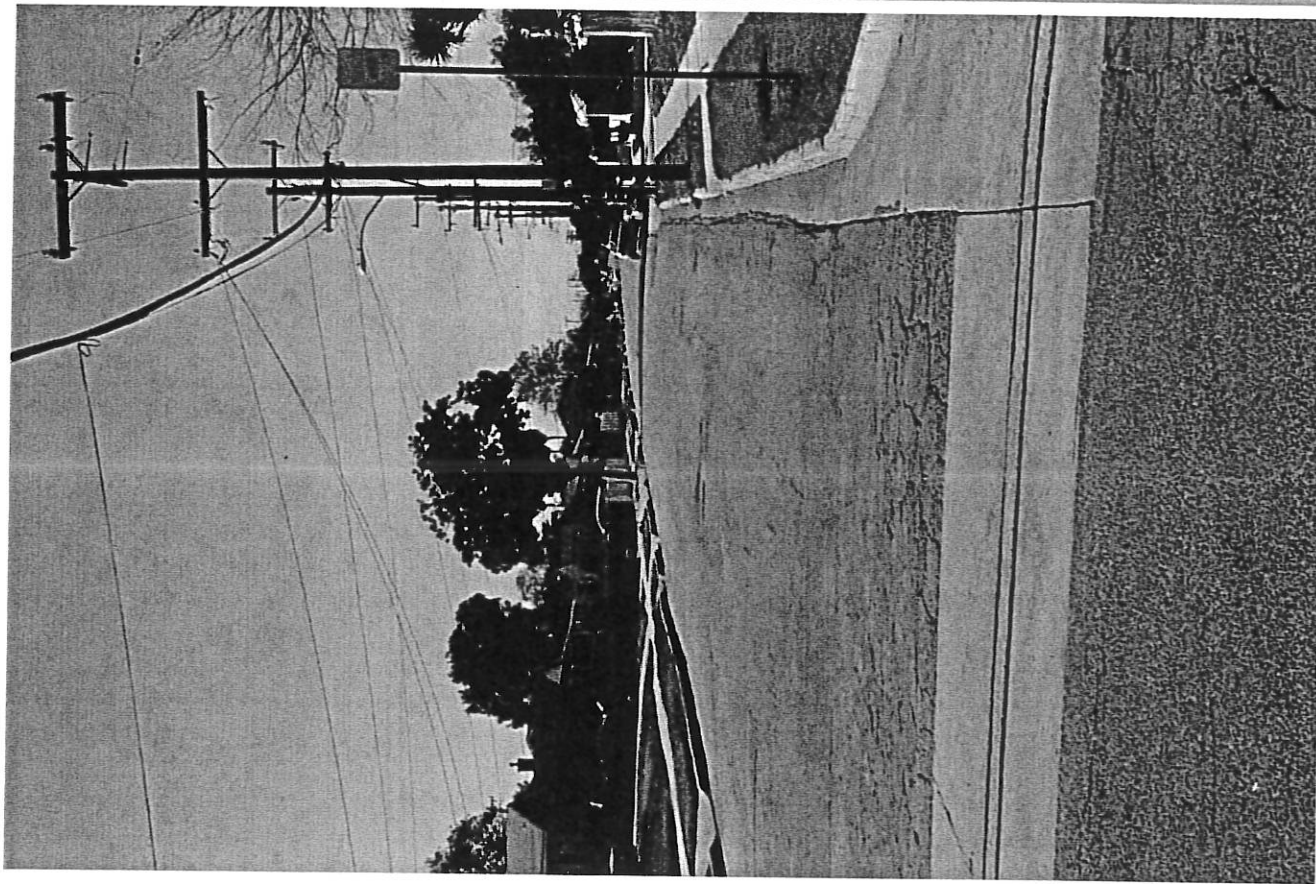
- Monitoring of all apprenticeship requirements including collection and review of DAS-140 and DAS-142 forms; review of applicable ratios, correct wages paid and training contributions (CAC Forms); and verification that all apprentices also have an active Division of Apprenticeship Standards and/or BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration.

- Work with all subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meeting and calls with contractors will be documented and maintained.

POST-CONSTRUCTION PHASE

Our philosophy on such projects is "Close-Out starts during pre-construction." Our efforts will begin at the outset to outline and anticipate all project close-out deliverables. Financial close-out is a critical activity and it is best to have the contractor negotiate final contract amounts once their subcontractors' scope of work is complete. Our post-construction phase services can include:

- Document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the project objectives.
- Compile detailed punch-lists with the City, Consultants, and contractor. CivilSource will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, the Construction Manager will conduct a punch-list walk-through with the Consultants to generate a second punch-list, if required. After completion of the consultant's punch list items, the Construction Manager will conduct the official punch-list walk-through with City staff and the Engineer to generate the final punch list. All punch-lists generated will include schedules for completion.
- In the event contractor claims arise, act on behalf of the City to review, evaluate, negotiate and recommend rejection/approval of such claims by our in house expertise. All potential claims will be identified, logged, monitored and reported immediately to the City. Monitor the collection and completeness of the close-out packages for all components, and then turn in the final project records and documents to the City.
- Investigate any claims for damages by private parties and respond in writing within two calendar days of receipt of claim. Responses will be coordinated with the City's project manager.
- Advise the City when it is appropriate to file the Notice to Completion based on all expired time and other conditions required.
- Review the contractor's Final Application for Payment for completeness and forward to the City for approval.
- Maintain all relevant records for a minimum 3 years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.



RESUMES

peter salgado, pe

CONSTRUCTION MANAGER

20

YEARS OF
EXPERIENCE



B.S. CIVIL
ENGINEERING

CIVIL ENGINEER
CA, NO. 63159

Profile

With more than 20 years of experience as a civil engineer, Mr. Salgado is also a construction manager who is adept at managing and delivering a variety of public works projects, including: water, sewer, and storm drain improvements; street improvements; vertical construction; and tenant improvements. Working with a variety of agencies, including several years with the City of San Juan Capistrano, he is thoroughly familiar with local, state and federal procedures.

As a Construction Manager, Mr. Salgado has experience with managing schedules and budgets, construction oversight and negotiations and coordinating various engineering disciplines. His specific duties include all aspects of construction, such as: bid phase management; submittal, RFI and change order processing; daily field inspection; reviewing project plans, specifications and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; preparing and presenting reports; and managing project closeout.

Project Experience

Sewer Main Improvements & Repairs | City of Torrance

Mr. Salgado was the project manager for the rehabilitation of the City's existing sewer system in various locations throughout the City. Scope of work included pipe lining for sections of sewer where damage was repaired by insertion of a plastic liner, eliminating the need for trench excavation and minimizing public impacts. For sections where trench excavation was required, damaged sections were replaced with new vitrified clay pipe (VCP). Duties included acting as project representative and coordinating work between agency staff, architect-engineer, the contractor, and project stakeholders; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; and managing project closeout.

Sewer Trunk Main Replacement | City of Pomona

Mr. Salgado was the project manager for this sewer main replacement project that eliminated sewer manhole surcharging and reduced the possibility of sanitary sewer overflow. The project replaced 1,350 linear feet of 12-inch sewer pipeline that was undersized and deteriorating with 838 linear feet of 15-inch fusible PVC and 775 linear feet of 15-inch VCP and related appurtenances. The work required a temporary construction easement from three property owners including the County of Los Angeles.

Citywide Sewer Improvements | City of Pomona

Mr. Salgado was the project manager for this \$1M citywide sewer improvement project. The work consisted of the removal and construction of 8-, 10- and 12-inch diameter sewer pipe; relining existing 8-, 10-, 12- and 15-inch diameter sewer pipe; spot repairs; spot lining; and the reconnection of sewer laterals.

Shaw's Cove Lift Station Rehabilitation | City of Laguna Beach

Mr. Salgado was the construction manager for the \$1.5M rehabilitation of an existing sewer lift station. Improvements included the construction of a new wet and dry well; installation of new pumps as well as new piping and valving; and the installation of a stand-by diesel generator. The confined area entailed complex excavation and shoring activities to allow construction of the new wet and dry wells. Duties included acting as project representative and coordinating work between agency staff, architect-engineer, the contractor, and project stakeholders; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; and managing project closeout.

Sewer Lift Station #24 and Force Main Replacement | City of Huntington Beach

Mr. Salgado was the project manager for a lift station and force main replacement project. Improvements consisted of the abandonment and demolition of an existing sewer pump station and various sections of existing sewer lines; removal of existing electrical panels and conduit; sidewalk, pavement, and surface improvements; installation of new sanitary sewer lines; installation of a new sewer lift station; installation of a new dry pit submersible pumps; replacement of a force main; asphalt paving and removal; and restoration of existing public and private improvements. Duties included acting as project representative and coordinating work between agency staff, architect-engineer, the contractor, and project stakeholders; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; and managing project closeout.

Bristol Sewer Pump Station Improvements and Jasmine/Mesmer/Overland Sewer Pump Stations Emergency Bypass Improvements | City of Culver City

Mr. Salgado was the construction manager for the rehabilitation of four of the seven pump stations serving the City of Culver City. As a part of the overflow and spillage prevention plan, the Bristol, Jasmine, Mesmer, and Overland Pump Stations were proposed to be retrofitted with an emergency bypass system to be used in the event of pump failures. Additionally, the Bristol Pump Station underwent improvements such as concrete pavement, curb and gutter, block walls, steps, v-ditch, sidewalk, driveway and the installation of a motorized gate. Duties included acting as project representative and coordinating work between agency staff, architect-engineer, the contractor, and project stakeholders; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; and managing project closeout.

Algonquin Sewer Lift Station No. 10 Replacement and Force Main Replacement | City of Huntington Beach

Mr. Salgado was the construction manager for this \$1.3M sewer lift station project. This project included abandonment and demolition of an existing sewer lift station, installation of a new sanitary sewer lift station, and installation of 8- and 12-inch sewer force mains. Duties included acting as project representative and coordinating work between agency staff, architect-engineer, the contractor, and project stakeholders; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; and managing project closeout.

Western Avenue Sewer and Street Improvements | City of Stanton

Mr. Salgado performed constructibility review for the replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe. Street improvements included pavement rehabilitation (grind and overlay), traffic striping and adjustment of utilities to new pavement grade.

Trabuco Streetscape | City of Lake Forest

Mr. Salgado served as the construction manager for this one-mile streetscape project. The project included pavement rehabilitation, traffic signal improvements, parkway landscape improvements, raised landscape medians, storm drain modifications, street widening, and a sidewalk and bike lane.

Tustin/La Palma Widening and Intersection Improvements | City of Anaheim

Mr. Salgado performed a constructibility review for this project, which widened a 1,300 linear feet portion of Tustin Avenue, including the SR-91 on- and off-ramp at Tustin Avenue. It also included a retaining wall along the SR-91 off-ramp; street resurfacing; a new raised center median; reconstruction of sidewalks and drive approaches; new curb ramps; traffic signal improvements; storm drain and waterline improvements; parkway and median landscaping; and irrigation.

Trabuco Road Street Resurfacing | City of Lake Forest

Mr. Salgado was the construction manager for this 1.5-mile, \$573,000, federally-funded ARRA project. The scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

El Toro Road/Aliso Creek Road Widening Phase II Bicycle and Pedestrian Enhancement Project | City of Laguna Woods

This was a federally funded project that included signing, striping, irrigation, landscaping and street improvements. Phase II of the two-phase capital improvement project resulted in the widening of El Toro Road to accommodate a paved six-foot wide Class II bike trail and sidewalk, varying from six to nine feet. The work entailed the construction of a sidewalk, retaining wall and associated drainage structures; as well as the relocation of the existing Class II bike lane.

Golden Lantern Roadway Widening | City of Laguna Niguel

Mr. Salgado was the construction manager for this 1.7-mile, \$5.5 million roadway improvement and widening project, which required extensive utility coordination for the relocation and adjustment of several facilities, as well as coordination with surrounding schools to alleviate potential traffic impacts.

2nd and 4th Streets Pedestrian and Streetscape Improvements | City of Santa Monica

Mr. Salgado served as the construction manager for this \$7 million transit mall improvements project in one of Santa Monica's most frequented commercial areas. The specific issues included compliance with Caltrans requirements and strict scheduling procedures. The project was completed successfully with minimum impact to the surround businesses.

Ball Road and Bloomfield Street Storm Drain and Intersection Improvements | City of Los Alamitos

Mr. Salgado served as the construction manager for this \$1 million project to install 1,400 linear feet of storm drain pipe and rehabilitate adjacent roadway. Specific issues included extensive utility coordination for the relocation and/or adjustment of existing facilities as well as research to determine the owner of facilities discovered during construction.

YEARS OF
EXPERIENCE

18

M.S. CIVIL
ENGINEERING
B.S. CIVIL
ENGINEERINGCIVIL
ENGINEER
CA, NO. 70118

CONSTRUCTION MANAGER (ALTERNATE)

Profile

Project Manager Mr. Safa Kamangar is a California Registered Civil Engineer with 18 years of experience in design engineering, construction management, and resident engineering in both the private and public sectors. His experience includes the design and management of over \$100M in improvement projects, with an emphasis in water, wastewater, and recycled water facilities. He is also as seasoned construction manager having provided full-time and on-site construction inspection services for a number of water improvement projects for various municipalities and special services districts in Southern California. He excels in supervising project teams, technical support staff, and subconsultant activities to ensure cost-efficient and timely delivery of projects.

Project Experience

Sewer Lift Station #24 and Force Main Replacement | City of Huntington Beach

Project Manager for this \$1.7 million project to install a new sewer lift station and replace a force main. Scope of work included abandonment and demolition of an existing sewer pump station and various sections of existing sewer lines; removal of existing electrical panels and conduit; sidewalk, pavement, and surface improvements; installation of new sanitary sewer lines; installation of a new dry pit submersible pumps; asphalt paving and removal; and restoration of existing public and private improvements.

Algonquin Sewer Lift Station No. 10 Replacement and Force Main Replacement | City of Huntington Beach

Project Manager for this \$1.3 million sewer lift station project which included abandonment and demolition of an existing sewer lift station, installation of a new sanitary sewer lift station, and installation of 8-inch and 12-inch sewer force mains.

San Joaquin Pump Station Rehabilitation | Laguna Beach County Water District

Project/Construction Manager the San Joaquin Pump Station Rehabilitation Project. The improvements consisted of the removal of two existing pumps, motors, fittings, valves, and piping; installation of three new vertical turbine pumps, motors, fittings, and piping; installation of pump station mechanical equipment including magnetic flow meter, check valves, isolation valves, air/vacuum release valves, sump pump and piping, and pressure relief valve and piping; structural modifications including adding equipment hatches to the existing roof, building pipeline trench, installing air ventilation and pertinent building modifications; installation of new electrical and instrumentation and wiring including new pump control panel, new MCC, new service equipment, new instrumentation and controls, and new lighting; site demolition and restoration; and all incidental work for a complete and operational pump station.

CivilSource, inc.

Tiffany and Belgrave Lift Stations | Garden Grove Sanitary District

Project Manager in charge of design and engineering calculations and developing 50%, 90% and final plans and specifications for replacing the existing Tiffany and Belgrave sewer pump stations, influent gravity lines and force main. Project consisted of a new wet well and a pair of new submersible non-clog pumps with rail out capabilities, new generator, new control panel and electrical and site improvements.

Plano Lift Station Force Main Relocation | Santa Margarita Water District

Project Manager for the preparation of a Preliminary Design Report. The PDR addressed the realignment of a 24-inch ductile iron force main in the City of Rancho Santa Margarita. The alignment being studied consisted of adding several thousand feet of length to the force main that would be routed across a bridge, along an existing park (baseball fields, skate park and dog park), to a point of connection to an existing 24-inch force main on the eastern side of a creek. Services included developing a revised system curve/pump curve analysis, identifying changes to pumping head due to increased force main length, address force main diameter, preparation of a preliminary cost estimate and conceptual construction drawings, and preparation of a technical memorandum summarizing the engineering evaluation of the force main realignment.

District Engineer | Laguna Beach County Water District

Over the course of five years, Mr. Kamangar served as the District Engineer to LBCWD. Services have included construction management and inspection, engineering design services, planning studies and water quality/treatment. Projects included: Fiscal Year 2012 Water Main Improvements, San Joaquin Pump Station Rehabilitation, Districtwide 2-inch PVC Pipe Replacement, Districtwide Cast Iron Pipe Replacement, Palmer Place Flow Improvements and several others. Construction management and inspection tasks included facilitating pre-construction and progress meetings; contract administration and management and document control; oversight of environmental mitigation; payment request, change order, submittal and request for information processing; oversight of construction and specialty inspection; maintenance of as-built drawing.

Smith/Rincon Sewer Lift Station | City of Corona

Project Manager in charge of design and engineering calculations and developing plans, engineers cost estimate, and specifications for replacing the existing sewer pump station at intersection of Smith Street and Rincon Avenue, influent lines and designing a new forcemain. Project consisted of a new wet well structure, two new submersible non-clog pumps with rail out capabilities, new generator and its pad, new control panel and electrical and site improvements.

Antonio Parkway Forcemain Alignment | Santa Margarita Water District

Project Manager for the preparation of a Preliminary Design Report. The PDR addressed the realignment of a 24" ductile iron forcemain in the City of Rancho Santa Margarita. The alignment being studied consisted of adding several thousand feet of length to the forcemain that would be routed across a bridge, along an existing park (baseball fields, skate park and dog park), to a point of connection to an existing 24" forcemain on the eastern side of a creek. Services included developing a revised system curve/pump curve analysis, identifying changes to pumping head due to increased forcemain length, address forcemain diameter, preparation of a preliminary cost estimate and conceptual construction drawings, and preparation of a technical memorandum summarizing the engineering evaluation of the forcemain realignment.

Portola Hills Sewer Lift Station (PHSLS) Abandonment | Irvine Ranch Water District

Project Manager for preparation of plans, specifications and estimates. The abandonment of the PHSLS included installing approximately 4,000 linear feet of new 12-inch diameter gravity sewer, and increasing capacity of 1,300 linear feet of existing 8-inch sewer. It was proposed to remove the existing 8-inch line and replace it with a 12-inch sewer in the same trench or to install 1,300 linear feet of 12-inch sewer in a new alignment and abandon the existing line in place.

Western Avenue Sewer Improvements | City of Stanton

Project Manager for preparation of plans, specifications and estimates. Replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe. Improvements also included street improvements.

Sewer Master Plan and Citywide Sewer Improvements Fiscal Years 2013-2014 and 2014-2015 | City of Villa Park

Project/Construction Manager. The project included updating the City's Sewer Master Plan, implementing the recommended improvements, and providing construction management and inspection services during construction. Services included reviewing CCTV tapes, evaluating the structural and operational condition of the existing sewer facilities, and prioritizing the repair needs. Duties included maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; and managing project closeout.

Colinas Bridge Waterline Relocation | Moulton Niguel Water District

Mr. Kamangar was the project manager for this project that consisted of relocating the District's existing 20-inch gravity outfall and existing 12-inch waterline including relocation of existing electrical conduits, control panel, and existing vault sump pump discharge lines into the existing sewer system. The two waterlines were in conflict with the bridge seismic retrofit.

La Paz/Moulton Potable Water System Configuration | Moulton Niguel Water District

Mr. Kamangar was the project manager for the preliminary and final design of the construction of approximately 1500-feet of 12-inch potable water main along Moulton Parkway and La Paz Road and their connections to the existing system as well as abandonment of the existing pressure reducing station and water lines. The improvements will combine the water and fire systems and provide point of connections at the driveway right-of-way at the end of the commercial property for future connections to the District's 450-zone water.

Philadelphia Street Sewer Diversion, Inland Empire Utilities Agency

Staff Engineer and Construction Manager responsible for design, construction and closing of the project, which included 2000-feet of new VCP sewer pipe, new sanitary sewer manholes and connection to City of Ontario and Inland Empire Utility Agency's existing sewer systems.

CONSTRUCTION MANAGER (ALTERNATE)

40 YEARS OF
EXPERIENCE



M.S. CIVIL
ENGINEERING
B.S. CIVIL
ENGINEERING



CIVIL
ENGINEER
CA NO. 59992
CIVIL ENGINEER
CA AND AZ
MASTER'S CERT.
APPLIED PROJECT
MANAGEMENT

Profile

With more than 40 years of experience as a civil engineer and construction manager, Jim Geyer has worked on several highly visible projects for the cities of Downey, South Gate, Pico Rivera, Santa Fe Springs, Santa Monica, Costa Mesa and Placentia. He has performed construction management duties for the following projects: Lakewood/Rosemead Boulevard Improvements for the City of Downey; Firestone Boulevard/Atlantic Avenue Street Improvements for the City of South Gate; Telegraph Road Landscaped Medians for the cities of Pico Rivera and Downey; the I-5 Pre-Construction Mitigation Phase II for the City of Santa Fe Springs; Lincoln Boulevard Pavement Improvements for the City of Santa Monica; Harbor Boulevard/Adams Intersection Improvements for the City of Costa Mesa; and Richfield Avenue Widening/RCB Improvements for the City of Placentia.

Project Experience

Lakewood Boulevard/Rosemead Boulevard at Telegraph Road | City of Downey

Mr. Geyer provided construction management services on this \$3 million project, which consisted of the construction of street improvements at the Lakewood Boulevard/Rosemead Boulevard and Telegraph Road Intersection. The work included: street widening; pavement removal and construction of PCC pavement; AC pavement and slurry seal; construction of new curbs, gutters, sidewalks and curb ramps; storm drain modifications; potable water system improvements; construction of new raised landscaped median islands including landscaping and irrigation systems; installation of new street lighting system; traffic signal modification; planting parkway trees; traffic signing, traffic striping and pavement markings; traffic control and all appurtenant work necessary for the proper construction of the contemplated improvements.

Firestone Boulevard/Atlantic Avenue Street Improvements | City of South Gate,

Mr. Geyer provided construction management services for this project, which was the largest public works project in the City of South Gate to date at a cost of \$10 million. The project limits were on two arterial streets: Atlantic Avenue from Firestone Blvd to Patata Street (approximately 1,300 linear feet) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (approximately 2,200 linear feet). The scope included widening the intersection, providing a concrete approach to the intersection, grind and ARHM overlay, 50,000 square feet of sidewalk, 1,850 linear feet of curb and gutter, four traffic signal modifications, 2,100 linear feet of DIP waterline, 2,840 linear feet of recycled waterline, 1,850 linear feet of 21-inch VCP sewer, various storm drain improvements, 4,656 linear feet of median island curb with decorative landscaping and a city monument sign.

I-5 Pre-Construction Mitigation Phase II | City of Santa Fe Springs

Mr. Geyer provided construction management services to the City of Santa Fe Springs for this \$2.5 million, high-profile, essential, four-major arterial resurfacing/rehabilitation project. The scope of work included rehabilitating the roadways using primarily grind and overlay with 940 tons of conventional AC pavement. Construction also included 12 million square feet of cold milling with 15,050 tons of APHM overlay, adjusting 69 manholes and 68 water valves, and 167 traffic signal loop detectors. There were 116 new or modified ADA compliant curb ramps installed with 3,550 linear feet of curb and gutter and 1029 square feet of sidewalks. Some of the work involved Caltrans right of way, oversight and coordination.

Richfield Avenue Widening/RCB Improvements | City of Placentia

Mr. Geyer provided construction management services for the construction of this project, which cost approximately \$375,000. He coordinated with the Orange County Flood Control District and Orange County Department of Public Works to successfully complete the project ahead of the detour schedule. It extended the existing RCB (reinforced concrete box-double cell) at the Atwood Channel under Richfield Avenue, which was also widened. This widening was a key link to be completed in order to provide the primary detour route for the closing of Lakeview Avenue for the construction of the Lakeview Avenue Railroad Grade Separation. An additional northbound lane was provided to accommodate the increased volume of traffic.

Telegraph Road Landscaped Medians | Cities of Downey and Pico Rivera

Mr. Geyer provided the construction management services for this project, which was funded by the Federal Highway Safety Improvement Program (HSIP) and Proposition C. The construction cost was \$2.1 million and it included median, landscape, irrigation, roadway, parkway, traffic signal and peripheral improvements. The work was conducted on the east-west corridor of Telegraph Road, a residential and commercial major thoroughfare having approximately 26,000 vehicles per day and shared with the City of Downey. The work consisted of pavement and concrete removal under the medians, construction of 4,799 square feet of a concrete doweled-on median curb, construction of 430 square feet of four-inch sidewalk, curb and gutter construction, installation of concrete spandrels, 17 curb ramps and 21 truncated dome mats. In addition, the work entailed traffic signal modifications at Telegraph Road and Lakewood/Rosemead Boulevard, Telegraph Road and Serapis Avenue and Telegraph Road and Passons Boulevard. An alternate bid added enhancement and beautification items east from the end of the curb at Lakewood Boulevard and Telegraph Road to Passons Boulevard.

Lincoln Boulevard Pavement Improvements | City of Santa Monica

Mr. Geyer provided construction management services for this high-profile federally funded project on Lincoln Blvd. from the I-10 to the south Santa Monica City limits. The estimated cost was \$2.8 million funded by the Federal Transportation Grant. This portion of Lincoln Boulevard is an undivided arterial roadway that provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Boulevard and Ocean Park Boulevard, while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades and Los Angeles International Airport. The work entailed cold mill and ARHM overlay with full-depth reconstruction in some areas. Parkway improvements were also included as part of the project and encompassed curb, gutter, sidewalk, driveway and curb ramp replacement. The work included very extensive coordination with businesses and stakeholders. Construction took place at night and required careful coordination and cleanup.

Harbor Boulevard/Adams Avenue Intersection Improvements | City of Costa Mesa

Mr. Geyer provided construction management services for the construction of this project, which was approximately \$2.8 million and funded through Measure M2, the State-Local Partnership Program and Traffic Impact Fee Funds. Harbor Boulevard and Adams Avenue are heavily traveled arterials providing access to multiple businesses, shopping centers and Orange Coast College. This project provided a third dedicated left-turn lane eastbound on Adams Avenue resulting in major widening along the southerly side of Adams Avenue near the intersection approach. Additionally, it added a second dedicated right-turn lane southbound on Harbor Boulevard. Finally, this project also included bus stop relocations, decorative crosswalks at the Harbor/Adams intersection, traffic signal modifications, decorative crosswalks and sidewalks, median alterations, landscaping, and a general grind and overlay of the roadway. The work involved widening all four corners of the intersection, requiring extensive traffic signal modifications.

Richfield Avenue Widening/RCB Improvements | City of Placentia

Mr. Geyer provided construction management services for the construction of this project, which cost approximately \$375,000. It extended the existing RCB (reinforced concrete box-double cell) at the Atwood Channel under Richfield Avenue, which was also widened. This widening was a key link to be completed in order to provide the primary detour route for the closing of Lakeview Avenue for the construction of the Lakeview Avenue Railroad Grade Separation. An additional northbound lane was provided to accommodate the increased volume of traffic. Mr. Geyer coordinated with the Orange County Flood Control District and Orange County Department of Public Works to successfully complete the project ahead of the detour schedule.

Mike Helma, LEED, AP

CONSTRUCTION INSPECTOR

YEARS OF
EXPERIENCE

30



B.S. CIVIL
ENGINEERING



LEED
ACCREDITED
PROFESSIONAL, USGBC

Profile

Mike Helma has more than 30 years of experience in construction management and inspection demonstrating a specific expertise in: street improvements; sewer, water and storm drain systems; heavy grading; concrete structures; traffic signals; paving; and landscaping. He is a LEED Accredited Professional with an expert knowledge of managing of large, small and multiphase projects. Mr. Helma is a well-respected and known inspector in Southern California; he is often specifically requested by cities where he has previously worked.

Project Experience

Construction Management & Inspection Services for 2014/15 Sewer Repairs Program | City of Villa Park

Construction Inspector for assessment of structural and operational condition of City's sewer facilities. The assessment reviewed existing CCTV tapes and field reviews. Based on findings, a report identifying existing deficiencies was created with specific recommendations to rehabilitate methods for entire sewer segments and manholes. Prepared construction documents for 10,000-ft of CIPP rehabilitation and approximately 5,000-ft of conventional open trench sewer pipe replacement.

Sewer Upgrade Project | City of Torrance

Construction Inspector for the installation of 12,000 linear feet of 8-inch cast in place plastic (CIPP) sewer liner that was installed in the residential streets of Rolling Hills Estates along with the point repair of 25 areas where the 8-inch sewer had to be replaced prior to lining. The project included the removal and replacement of 90 linear feet of 8-inch concrete encased sewer across an arterial highway. Work was completed within the 60 day schedule.

Brea Sewer Lift Station | City of Brea

Mr. Helma served as the Senior Construction Manager for this project, which included improvements to the sewer lift station with switchgear equipment.

Residential Slurry Seal for the I-159 and Arterial Street Pavement Sealing Program | City of Torrance

As project inspector, Mr. Helma's responsibilities included quality control, work scheduling, adherence to specifications, and ensuring that the finished product was acceptable per code.

ADA Services | City of Long Beach

Mr. Helma served as the Senior Construction Manager for ADA design and upgrade of public facilities for 50 city parks. The two-year project included design and construction management.

San Bernardino Airport | City of San Bernardino

Mr. Helma worked as the Senior Construction Manager and Inspector for the removal and replacement of 350,000 square feet of 16-inch thick concrete taxiways. The project involved the over-excavation and re-compaction of two feet of soil to 100 percent compaction and installation of a 12-inch cement-treated base prior to installing the 16-inch, 6,000 pounds per square inch concrete.

Multiple Projects | City and County of San Bernardino

As a Senior Field Inspector and Coordinator, Mr. Helma's assignments included county courthouses, jails and juvenile facilities, as well as bus stop and parking lot accessibility reports. The reports were completed in conjunction with ADA consultants.

Bluff Restoration Project | City of Long Beach

Mr. Helma served as the Senior Construction Manager for the stabilization of a washed-out slope adjacent to homes and an access road. The project involved the drilling and placement of six, two feet in diameter by 60-foot steel and concrete caissons. Pressure treated lagging was installed and the slope was re-compacted.

Huntington Beach South Beach Phase I Rehabilitation | City of Huntington Beach

Mr. Helma was a Senior Construction Manager for site improvements to the beach front plaza and parking lot area that included concession facilities, restrooms, walkways, upgrades to the existing parking lot paving, ADA access, outdoor showers, foot wash areas and trash enclosures. A new sewer main was installed along with an upgraded storm drain system.

Huntington Beach South Beach Phase II Rehabilitation | City of Huntington Beach

Mr. Helma was a Senior Construction Manager for site improvements for the second phase of the South Beach Rehabilitation, which included: the construction of a new Junior Lifeguard headquarters and the Vincent Moorehouse Lifeguard headquarters; parking lot renovations; headquarters; security lighting; showers; beach path; three new restroom buildings; an improved RV camping facility with hookups; a new viewpoint; and a mini amphitheater. New sewer, water and storm drain systems were also installed as part of the City's Capital Improvement Plan.

Huntington Beach Maintenance Facility | City of Huntington Beach

Mr. Helma served as the Senior Construction Manager for a new structure that provides a repair facility, administrative offices and a storage area for the City. The project also included construction of a new 5,000-square foot AC parking lot and upgraded storm runoff structures.

Downtown Shoreline Marina | City of Long Beach

This \$32 million rehabilitation project encompassed the main Downtown Marina, as well as Rainbow Harbor, totaling approximately 1,800 boat slips. The rehabilitation included turning the current wooden double-loaded slips into single-loaded concrete slips and provided berths for larger, modern boat sizes.

Balboa Newport Beach Marina | City of Newport Beach

As a Senior Construction Manager, Mr. Helma provided the design/build construction documents for the 50-berth Balboa Marina. This project involved improvements to existing marina to make it suitable for large yachts.

Sunset Beach Water and Street Restoration Phases I and II | City of Huntington Beach

Mr. Helma was a part of the extension of staff and provided field supervision for the replacement of three-inch water laterals with six-inch C900 in 15 alleys between 3rd and 23rd streets. The realignment of sewer laterals was required to maintain proper clearance from the new water mains. The project included full depth asphalt replacement in all alleys and adjacent streets.

Big Canyon Country Club | City of Newport Beach

As Senior Construction Manager and Inspector, Mr. Helma led the installation of a new 12-inch VCP sewer main that extended through the first four fairways, included a pump station, a inside bore and jacking of 300 linear feet of a three-foot (diameter) steel pipe casing.

Huntington Beach Central Park Sports Complex | City of Huntington Beach

Mr. Helma worked as the Senior Construction Manager for this 45-acre sports complex project, which included providing ADA accessible public plazas, bathrooms, a fully landscaped park with eight regulation-sized baseball fields, two 1,680-square foot concession stand/restroom buildings with full utilities, and a 900-square foot maintenance building.

*matt greer***CONSTRUCTION INSPECTOR
(ALTERNATE)****10**
YEARS OF
EXPERIENCE**B.S. CIVIL
ENGINEERING
TECHNOLOGY****A.S. ARCHITECTURAL
ENGINEERING
TECHNOLOGY****Profile**

Mr. Greer has 10 years of experience as a qualified Quality Control Observer and Construction Engineer with experience in the management and inspection of public works projects. His projects have included sewer and water related facilities, street rehabilitations, sidewalk improvements, slurry seal projects, landscaping and irrigation, storm drains and vertical construction. He has extensive experience dealing with the public, elected officials, contractors, architects, and engineers. He has been responsible for monitoring construction activities, preparing daily construction inspection reports, verifying compliance with plans and specifications, maintaining record drawings, final inspections, and assisting in field start-ups.

Project Experience**Water and Sewer Main Systems | City of Cathedral City**

Construction Inspector for this water and sewer main system project for the City of Cathedral City. Oversaw the construction of 30,000 lf of main line VCP sewer, 20,000 lf of VCP sewer laterals, 18,000 lf of 24"-72" RCP storm drains, 30,000 lf of DIP water main and 1,000,000 sf of street improvements. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Orchard Hills Water Treatment System | City of Irvine

Mr. Greer provided Construction Inspection support for this \$3 million water treatment system project in coordination with the City of Irvine, the Irvine Community Development Company, and the Irvine Ranch Water District. The project consisted of the precise grading of five basins averaging 150,000 sf, construction of maintenance roads and ramps, concrete overflow and spillway structures and an irrigation system. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Sewer Pump Station 45 | City of San Diego

\$11M. Construction Inspector. The project consisted of 15, 840 lf of 10" and 18" sewer force main and 5,120 lf of 24" VCP micro-tunneled sewer main. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Redwood Trunk Sewer and Lift Station 29 | City of Oxnard

\$21M. As the Construction Inspector, oversaw the construction of 15,850 lf of 36" and 42" gravity sewer main, 192 lf of 21.5" sewer force main, and 5,015 lf of storm drains. Responsibilities also included the inspection of the new construction of Lift Station 29. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Adams Hill Water Main Replacement Project | City of Glendale
\$2.7M. Construction Inspector for this project as part of Glendale Water and Power's ongoing water main replacement program. The project plans to design for the replacement of substandard water mains with new, larger size, ductile-iron water mains to upgrade the water service. In addition, several streets in the project area have no water mains. As a result, homes on these streets had to connect to water mains in adjacent streets through service lines that ran across adjacent properties. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Springdale Street Water Main Improvements | City of Huntington Beach

Mr. Greer provided as-needed Quality Control Observations for the rehabilitation of a 36-inch and 42-inch steel water transmission main in Springdale Street. The existing 36-inch water main, constructed in 1964, was a 3/16-inch wall cement mortar lined and coated steel pipe, spanning 12,800 linear feet. Deficiencies in the water main included: undersized air and vacuum valves; pump out facilities; access manholes which lacked access vaults; aged interconnection valves; aged in-line valves; an inadequate number of cathodic protection test stations to test for electrical continuity; and electrically discontinuous pipe joints. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Runkle Canyon Pipeline Installation Project | Golden State Water Company

Construction Inspector for the installation of approximately 22,000 of 8- to 12-inch ductile iron pipe. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Algonquin Sewer Lift Station | City of Huntington Beach

\$1.8M. As-needed Construction Inspector for project consisting of keeping existing Algonquin Lift Station operational while designing and constructing a new station adjacent to the existing one. Project included construction of concrete structure 35-ft deep, construction of valving and metering vault, construction of new sewer mains, force mains, and manholes, installation of new power and control system, and provided start-up protocol and check list.

Pelican Hill Golf Resort | The Irvine Company

Responsible for the inspection of construction of the water and sewer systems for the Pelican Hill Golf Resort. The project included five large concrete cisterns with a capacity totaling 1.2 million gallons, a 360 ft concrete golf cart bridge, 6,000 lf of storm drains, 6,000 lf of sanitary sewer and water, 70,000 sf of retaining walls, and new road construction and existing street improvements.

*henry hovakimian***CONSTRUCTION INSPECTOR
(ALTERNATE)****35****YEARS OF
EXPERIENCE****B.S. BUSINESS
A.A. ADMINISTRATION,
MAJOR IN
MANAGEMENT****CIVIL ENGINEER CA. NO.
C34283**

Profile

Mr. Hovakimian has over 35 years of experience in construction management and inspection with specific expertise in street improvements, sewer, water and storm drain systems, heavy grading, concrete structures, traffic signals, paving and landscaping. He has successfully completed a variety of inspection services for Caltrans projects and has the ability to meet all Caltrans guidelines. He has more than 45 certificates in construction, supervision, and employee safety.

Project Experience

Valley Crest Reservoir | Golden State Water Company, CA

Construction Inspector. Construction of a new reservoir including site fence, underground and above ground piping construction, electrical installation and general site grading and paving. Work also includes oversight of concrete testing, geotechnical sampling and compaction testing.

San Fernando and Burbank Boulevard | City of Burbank, Burbank, CA

Mr. Hovakimian provided Constructability review and inspection services and recommend changes to save cost and increase efficiency. He reviewed all related documents to ensure that the project plans and specifications adequately addressed grading, earthwork, settlement, surface and subsurface drainage, foundation design, etc. Mr. Hovakimian confirmed that all ADA compliance issues, utility challenges, field topography conditions, permits, and traffic control requirements are adequately addressed. He confirmed that bid schedules adequately captured all scope of work required of the contractors.

Public Works Inspector | Los Angeles County Department of Public Works, Los Angeles, CA

Inspector. Mr. Hovakimian's project responsibilities included the following:

- Street Improvement projects including Street Overlay, Street Reconstruction utilizing different treatments such as Chip Seal, Slurry Seal, AC overlay, new sidewalk, curb/gutter, driveway approaches, and handicap ramp construction.
- Storm drainage systems and Sewer mains required structures, such as manholes, catch basins, and reinforced concrete box culverts. Sewer mains, landscape and irrigation systems. Inspect pipeline pressure testing operation.
- Project responsibilities have included overseeing the inspectors in specific regards to compliance with required standards per LACDPW policies.
- Supervise large construction crews in various types of construction projects. Ability to coordinate vendors, contractors and inspectors to complete projects on time, and within budget. Jobsite Safety compliance by enforcing Agency's codes and regulations.
- Underground boring, conduit replacement and installation of street light base.

CivilSource, inc.

Sample of projects completed:

- Rancho Los Amigos Hospital exit ramp bridge repairs due to broken water line. Concrete support wall with slurry mix pumped.
- Boring and conduit replacement for traffic signals at various locations in Los Angeles.
- Boring for conduit replacement with fiber optic in the City of Burbank.
- Entire Firestone street reconstruction with street lights, curb and gutter, storm drains, utilities, and paving.
- Few hundred various locations of sidewalk, driveway, curb and gutter reconstruction in Westchester area.
- Traffic striping with RPM's in Lancaster area.
- Various locations of manhole inlet rubberized sealing process for corrosion/fume control in Signal Hills.
- Large paving project on Norwalk Blvd. City of Whittier.
- Sound proof wall construction on Paramount Blvd. City of Downey.
- Wheel chair ramps replacement project to meet the State requirements.
- Storm drain replacement for the City of Torrance and at the Los Angeles River
- Slurry seal and chip seal inspection in many areas large wheel chair ramp construction at Martin
- Large parking lot reconstruction at Martin Luther King Hospital and Hubert Humphrey Hospital.
- Los Angeles County Dep. of Public Works Safety Coordinator for 4 years. Conduct lectures, meetings and investigations throughout the LA County.
- Maintenance Management Software expert/coordinator for the LACDPW.
- Alameda Corridor rail project traffic support and traffic control.
- Grading and grubbing large area under the SCE high voltage lines in the City of Lakewood, for future public park facility.
- Large guard rail replacement project in the City of La Habra Heights.
- Slide and slope reconstruction in the City of La Habra Heights.
- Sewer and water line inspection in the West LA County and Malibu area.
- Shotcrete slope protection projects in East Los Angeles area.
- Concrete slab intersection jacking for support to prevent settlement and fill voids at Carmenita Road and Imperial Highway.

- Asphalt dig outs and patching/paving at many locations in LA County area.
- Some traffic signal footing, underground conduit, and loop detector installation.
- Potable water pipe inspection: Proper installation, pressure check for leaks, flushing completed lines, and sample water to lab for approval.

Construction Inspector II for Various Municipal Projects

Construction Inspector II. Mr. Hovakimian was responsible for the following:

- Inspect and supervise to make sure that the contractors are following the Job Specs, and the Special Provisions requirements.
- I conducted weekly SWPPP inspection of the projects sites and the Contractors facilities. I have the ability to read plans and inspect as required.
- Construction inspection and maintenance of various types of concrete barriers, concrete slabs, and drain structures.
- Inspect hardscape concrete and asphalt construction.
- Corrugated and concrete drain pipe removal and installation.
- Inspect large scale asphalt paving operations, over 10,000 tons in 24/hrs schedule with two HMA plants in operation.
- Rebar installation and tying.
- Safety is very important at each job site. Ability to follow traffic design requirements for installation of K-rails, crash cushions, and other safety devices.
- Ability to perform variety of tasks on the computer such as creating spread sheets, and folders to store digital pictures with details for reference at a future date.
- Ability to fill out daily reports and accountability for each unit charged.
- Conduct accountability for materials on hand and inventory control.
- Inspect traffic signs installations and removals operations.
- Inspect and supervise grubbing, clearing and grading operations.
- Supervise cable railing installation operation

Construction Inspector II for Various Municipal Projects

Construction Inspector II. Mr. Hovakimian was responsible for the following:

- Various project inspection for Caltrans.
- Concrete Slab removal and replacement with Rapid Set Concrete with dowels inserts.
- Concrete patch removal and replacement with dowels, and patch concrete block-outs per Caltrans Standards.
- Excavation and haul away of existing concrete slabs, and placement of Lean Base Rapid Set Concrete under layer for extra support. Placement of Pre-Cast Concrete

CivilSource, inc.

Slabs with large cranes per plans, and installation of tension cables and proper PSI stressing for each cable.

Prepare elongation stressing reports, and inspection of end and central panels for proper cable stress reporting.

Prepare daily reports with calculation, material invoices, and daily progress activity by the contractors.

Safety at job sites is always number one priority. Inform contractor(s) if any safety deficiency is noticed immediately for correction.

Monitor traffic control operation, and make sure traffic safety devices are in place and in good working condition.

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

CIVILSOURCE, INC.

9930 RESEARCH DR. #200
IRVINE, CA 92618

Owner: AMY AMIRANI

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 541330 Engineering Services
- 541370 Surveying and Mapping (except Geophysical) Services
- 541340 Drafting Services
- 541611 Administrative Management and General Management Consulting Services
- 541350 Building Inspection Services
- 541360 Geophysical Surveying and Mapping Services
- 541618 Other Management Consulting Services

Work Category Code(s)

C8705 DESIGN
C8715 CONSULTANT, ENGINEERING
C8770 CONSTRUCTION MANAGEMENT

C8710 ENGINEERING
C8765 DRAFTING
C9826 LAND SURVEYING

Licenses

EC Civil Engineer

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000
(213) 922-2600

UCP Firm Number: 36953

February 20, 2013

CUCP OFFICER

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVIL SOURCE FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE COMPTON BOULEVARD/WILMINGTON AVENUE SEWER REPLACEMENT PROJECT (CIP #10-18) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$ 108,302

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/2/2016 2:30:26 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/4/2016 7:52:23 PM
DATE

Regina Tercero
CITY CONTROLLER

5/4/2016 7:36:37 PM
DATE

Roger Haley
CITY MANAGER

5/4/2016 3:50:13 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.

May 17, 2016

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$5,000 AND RESCINDING RESOLUTION NO. 24,336

SUMMARY

The City Council will consider adopting a resolution that will rescind Resolution No. 24,336, adopted May 3, 2016, so as to reduce the City Manager's maximum approval level of expenditures from \$25,000.00 to \$5,000.00.

BACKGROUND

In 2006, the City Council adopted, pursuant to Resolution Nos. 21,925 and 22,084, a formal policy and procedure authorizing the City Manager to approve (1) purchase orders and enter into contracts wherein the maximum amount to be paid by the City is \$25,000 or less, (2) emergency purchase orders of \$75,000 to \$100,000, (3) certain work change orders on capital projects, and (4) transfers of budgeted amounts from one object to another object of up to \$5,000 per object.

On May 3, 2016, the Council adopted Resolution No. 24,336, which revised the formal policies and procedures only to re-institute the requirement that the City Manager shall provide the City Council, on a monthly basis, a list of all contracts entered into by the City wherein the compensation to be paid is above \$5,000 but below the City Manager's spending authority amount of \$25,000.

STATEMENT OF THE ISSUE

The City Council has indicated that at this time they desire to have more control over the approval of expenditures in order to better monitor and oversee the City's budget. Thus, adoption of the attached resolution will rescind Resolution No. 24,336 for purposes of revising the current City policies and procedures to (1) reduce the maximum approval level of the City Manger's expenditures from the current amount of \$25,000 to \$5,000; (2) revise the requirement that the Council be provided with monthly reports on contracts entered into by the City wherein the amount compensation to be paid is below \$25,000 to require the reports list all contracts in amounts below \$5,000; and (3) change the

**Staff Report – Resolution Revising Policies/Procedures For
Approvals of P.O.'s, Contracts, Change Orders, Budget Transfers
May 17, 2016, page 2**

responsibilities for providing the monthly reports on contracts below \$5,000 from the City Manager to the City Controller. All other provisions of the policies and procedures will remain the same.

Pursuant to Council request, staff conducted a survey of surrounding cities to ascertain the spending authority of other City Managers/City Administrators. The following information was supplied from those cities that responded to the information request:

<u>City</u>	<u>Spending Authority Limit</u>
Bellflower	\$25,000.00
Carson	\$25,000.00
Downey	\$10,000.00
Gardena	\$50,000.00
Hawthorne	\$15,000.00
Inglewood	\$50,000.00
Lynwood	\$15,000.00
Norwalk	\$30,000.00
South Gate	\$50,000.00
Torrance	\$39,999.99

FINANCIAL IMPACT

Possible fiscal impact to the City may be costs associated with increased workload for staff and use of resources in preparation of a higher volume of reports and resolutions for presentation to Council for consideration.

RECOMMENDATION

Adoption of the attached Resolution is at the discretion of the City Council.

**ROGER L HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$5,000 AND RESCINDING RESOLUTION NO. 24,336

WHEREAS, in 2006 (pursuant to Resolution Nos. 21,925 and 22,084), the City Council adopted a formal policy and procedure authorizing the City Manager to approve (1) purchase orders and enter into contracts wherein the maximum amount to be paid by the City is \$25,000 or less; (2) emergency purchase orders of \$75,000 to \$100,000; (3) certain work change orders on capital projects; and (4) transfers of budgeted amounts from one object to another object of up to \$5,000 per object; and

WHEREAS, on May 3, 2016, the Council adopted Resolution No. 24,336, which revised the formal policies and procedures only to re-institute the requirement that the City Manager shall provide the City Council, on a monthly basis, a list of all contracts entered into by the City wherein the compensation to be paid is above \$5,000 but below the City Manager's spending authority amount of \$25,000; and

WHEREAS, in these fiscally challenging times, the Council desires to have more control over the approval of expenditures in order to better monitor and oversee the City's budget; and

WHEREAS, adoption of the attached resolution will rescind Resolution No. 24,336 for purposes of revising the current City policies and procedures to (1) reduce the maximum approval level of the City Manger's expenditures from the current amount of \$25,000 to \$5,000; (2) revise the requirement that the Council be provided with monthly reports on contracts entered into by the City wherein the amount compensation to be paid is below \$25,000 to require the monthly reports list all contracts in amounts below \$5,000; and (3) change the responsibilities for providing the monthly reports on contracts below \$5,000 from the City Manager to the City Controller.

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

Section 1. That Resolution No. 24,336, adopted by the City Council on May 3, 2016, is hereby rescinded.

Section 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of \$5,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form by the City Attorney shall be required; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by City Council in the Combined Budget Resolution for the current fiscal year.
- Are purchase orders, regardless of the amount, for the City-owned utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.

Section 3. That the following Purchase Order Procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the \$5,000 threshold is met.

- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes determining if the \$5,000 threshold is met.
- Purchase Orders will not be split in order to avoid the \$5,000 threshold, including splits near the cutoff between fiscal years.

Section 4. That upon the advice and approval of the City Attorney, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is \$5,000 or less. A list of such contracts entered into by the City wherein the amount compensation to be paid is below \$5,000 shall be provided to the City Council by the City Controller on a monthly basis.

Section 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to \$75,000 without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The maximum amount of an emergency purchase order may be increased by \$100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders.

Section 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval. If in total the work change orders on a single City project exceed \$25,000 in the same fiscal year, the City Manager shall explain the work change orders at the next City Council meeting as an agenda item.

Section 7. That the City Manager may transfer budgeted amounts from one object to another object if they are within the same fund group by no more than \$5,000 per object. A budgetary transfer of more than \$5,000 per object may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller; therefore all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

Section 8. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department and agency.

Section 9. 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

Resolution No. _____
Page 3

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council of the City of Compton, 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-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY’S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER’S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$5,000 AND RESCINDING RESOLUTION NO. 24,336

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

5/12/2016 4:22:05 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/12/2016 6:13:25 PM
DATE

Austin Okonta
CITY CONTROLLER

5/12/2016 6:07:24 PM
DATE

Roger Haley
CITY MANAGER

5/12/2016 4:29:32 PM
DATE

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