NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, September 18, 2018
5:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE OF RECOGNITION CELEBRATING THE 40TH ANNIVERSARY OF SOTO'S MARKET IN THE CITY OF COMPTON – **COUNCILMAN GALVAN**

2. CERTIFICATE OF RECOGNITION PRESENTED TO EMILY HART-HOLIFIELD– **COUNCILWOMAN ZURITA**

3. CERTIFICATE OF RECOGNITION PRESENTED TO KIA PATTERSON, OWNER OF GROCERY OUTLET – **COUNCILWOMAN ZURITA**

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

4. SEPTEMBER 11, 2018

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

5. INVESTMENT REPORTS - JUNE 30, 2018 AND JULY 31, 2018 **(RECEIVE/FILE)**

CITY ATTORNEY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2447 - FOSTER YOUTH PLACEMENT STABILITY

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2448 - ACCESS TO COMPUTER TECHNOLOGY AND INTERNET FOR DISADVANTAGED YOUTH IN FOSTER CARE AND JUVENILE DETENTION FACILITES

CITY CLERK

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)

9. TRAVEL REQUEST - LEAGUE OF CALIFORNIA CITIES - CITY CLERK'S NEW LAW AND ELECTIONS SEMINAR - December 12-14, 2018 - San Francisco, Ca. **(Action Item)**

CITY FIRE DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2018-2019 ($30,000)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT ($55,000)

CITY MANAGER

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO UPGRADE THE CITY'S FIREWALL AND CORE NETWORK ($59,681.32)

CITY TREASURER

13. TRAVEL REQUEST - LEAGUE OF CALIFORNIA CITIES - MUNICIPAL FINANCE INSTITUTE CONFERENCE - December 12-13, 2018 - San Francisco, Ca. **(Action)**

    Estimated Cost for Registration, Hotel & Air Fair - $1,675

14. TRAVEL REQUEST - 15TH ANNUAL GOVERNMENT INVESTMENT OFFICERS ASSOCIATION CONFERENCE - March 20-22, 2019 - Las Vegas, Nevada **(Action)**

    Estimated Cost for Registration, Hotel & Air Fair - $1,100

GENERAL SERVICES

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS FOR THE WILSON PARK GYMNASIUM RENOVATION PROJECT AND AUTHORIZE RE-ADVERTISEMENT

HUMAN RESOURCES

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

17. A REQUEST TO SCHEDULE A PUBLIC HEARING - ADOPTION OF ORDINANCE DECREASING MAXIMUM WEIGHT OF VEHICLE AND LOAD ON BRIDGES AT COMPTON BOULEVARD AND WILMINGTON AVENUE OVER COMPTON CREET **(October 2, 2018 at 5:40 p.m.)**

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

18. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON (SECOND READING)

NEW BUSINESS

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT (CIP# 18-01) ($535,167.02)

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 ($518,000)

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($85,000)

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTN RESCINDING RESOLUTION NO. 24,531 AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001 AND VESTING TENTATIVE TRACT MAP NO. 73337 - A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,530 AND ADOPTING A RESOLUTION TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND APPROVE CONDITIONAL USE PERMIT CASE NO. 2766 - A REQUEST TO DEVELOP A 62-UNIT DETACHED PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN COMPTON

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TRACT MAP NO. 73337 FOR THE PROPERTY LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 25, 2018 @ 5:30 PM.

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SEPTEMBER 11, 2018

The Compton City Council meeting was called to order at 5:39 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Emma Sharif. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Emma Sharif.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif

Council Members Absent – Galvan (Entered the meeting at 6:30 p.m.), Brown

Other Officials Present: C. Cornwell, A. Godwin, L. Adams

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Ms. Velia Lopez Jimenez, Realtor, addressed the City Council and stated that she has previously performed work for the City's Grants Division concerning the property located at 318 W. Palmer, however, she has yet to be paid. Ms. Jimenez further requested the Council's assistance in securing payment for services rendered.

Assistant City Manager Adams informed the Council that the City Manager's office is working with the City Attorney to resolve the matter.

Mohammad Mubarak, Compton resident, addressed the City Council and showcased his newest project which was a limited edition, original portrait of President Barack Obama. Mr. Mubarak stated that he has a limited number of paintings available for purchase for $750.

Richard Earl, Compton resident, spoke before the Council and asserted that the City must be cleaned up and properly maintained, particularly, the main thoroughfares. Mr. Earl noted that the shrubs along Greenleaf Boulevard must be trimmed and routinely maintained. He also emphasized that the position of 'Mayor Pro Tem' should be afforded to each Councilmember for a period of one year. He further noted that the audience comments time must not be restricted, further indicating that such a limitation would be an infringement on the rights of the citizens to voice their opinions. Mr. Earl suggested that the Council recognize and honor our military veterans first, prior to re-naming any site or facility in the name of others outside the City.

Mayor Pro Tem Sharif questioned how the City plan to address the issue of properly maintaining the City's cleanliness and beautification.

Benjamin Holifield, President-Compton Business Chamber of Commerce, stated that he has lived in Compton for half a century and noted that the citizens continue to complain about the cleanliness of the City and the maintenance of the City's vacant lots. Mr. Holifield urged the Council to work as a team and address the many concerns of the community. He also spoke out against time limitations for public comments.

David Irons, Compton resident, founder of Anti-gentrification and Anti-rezoning Committee, addressed the Council regarding the Historical Landmark Committee, announcing he will be providing historical tours for the community.

Marjorie Shipp, Compton resident, addressed the City Council and questioned Item 20 on the agenda (dedicating recreational facilities), stating that there are many people in the City that have done many great things for the City of Compton such as Councilman Maxcy Filer. Ms. Shipp also spoke in favor of allowing Emma Sharif to remain as Mayor Pro Tem, indicating that it is only fair that each Councilmember have the opportunity to serve in that position. Ms. Shipp further requested a full and complete report from the City Controller regarding an update and the implementation of the recommendations from the State Controller relative to the audit.

Patricia Camacho, Representative from Congresswoman Nanette Barragan's Office, announced that the Congresswoman will host a Job Fair on September 20, 2018 at the Dollarhide Community Center from 10 to 2 p.m. Ms. Camacho urged those interested in attending to call (310) 831-1799 or email rsvp to: Barragan@mail.House.gov.

Pastor Frederick Gordon, Compton resident, addressed the Council and spoke in opposition to Item No. 5 (ordinance addressing the time constraints for audience comments), and also spoke in opposition to any change in the Mayor Pro Tem. He also spoke regarding the excessive speeding along Alameda Boulevard and urged the Council to address this hazard. Mr. Gordon stated that he has attempted to contact Councilman Galvan on several occasions without success, noting that it is entirely unfair that he cannot contact his Councilman to discuss important matters. Mr. Gordon urged the Council to galvanize the Grants programs for the benefit of the citizens.

Pastor Michael Fisher, Greater Zion Church Family, addressed the Council and urged them not to change the time limitations for the public speakers. Pastor Fisher noted that the Council must also remain mindful of the time limitations relative to their own comments as well. Pastor Fisher then declared that the Council must erect monuments or re-name facilities honoring the many unsung heroes of the community, who have worked and sacrificed to make Compton the wonderful place that exists today.

Gilda Blueford, Compton resident, thanked City Attorney Cornwell, City Clerk Godwin and Councilmembers McCoy and Sharif for the kindness they showed her family as they mourned the loss of her mother. Mr. Blueford spoke in opposition to the proposed change in the Mayor Pro Tem selection process, and further urged the Council not to violate the Brown Act by limiting the time for public comments. Ms. Blueford extended a personal invitation for the City Councilmembers to attend the 'For the Love of Our Veterans'-Compton Stand Down which will be held September 21 - 23, 2018 at 700 N. Bullis Road.

Craig Henry, Compton resident, addressed the Council and noted that his late Mother, Mary B. Henry has received numerous accolades city-wide as well as worldwide and further noted that there are many individuals in the City that should be recognized for their dedication, hard work and service for the improvement of the City of Compton. Mr. Henry requested that the Council exercise fairness and equity when considering dedicating monuments, adding that he is in favor of Delores Zurita receiving the Honor. Mr. Henry also complained that the Angeles Abby Memorial Cemetery is in horrendous condition and must be addressed as it is a landmark of Southern California. Mr. Henry urged the City to contact the property owner and demand that the Cemetery be properly maintained.

Joyce Kelly, Compton resident, addressed Item No 5 (change in Mayor Pro Tem) and urged the Council to be respectful of all the Councilmembers which must be allowed to serve as Mayor Pro Tem. Ms. Kelly requested that the City Attorney show her in the Brown Act where the Council can enforce changing the public comment time from 3 minutes to 2 minutes. Ms. Kelly noted that there are many people that have fought and died for our rights and they must be honored first, before the Council honors individuals outside the City.

Shanice McKinley-Reed, Miss Compton Pageant, thanked the Council for supporting the Miss Compton Pageant. Ms. Reed noted that the pageant offers an opportunity to shine a positive light on the community and get the youth involved in community service. Ms. Reed introduced Lashania Davis, Miss Compton 2018.

CONSENT AGENDA

APPROVAL OF MINUTES

1. SEPTEMBER 4, 2018

REPORTS OF OFFICERS AND COMMISSIONS

CITY TREASURER REPORTS

2. WARRANT REPORT for August 2018 (*Received and Filed*)

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING RENEWAL OF THE SERVICE CONTRACT WITH AND ISSUANCE OF A PURCHASE ORDER FOR COMMLINE, INC. FOR FIRE DEPARTMENT EMERGENCY MOBILE RADIO COMMUNICATION EQUIPMENT ($9,924) **(Approved Resolution Number 24,840)**

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING ARTICLE 37 "UNIFORM ALLOWANCE" OF THE AFSCME LOCAL 3947 MEMORANDUM OF AGREEMENT JULY 1, 2016 TO JUNE 30, 2019 **(Approved Resolution Number 24,841)**

On motion by Zurita, seconded by McCoy, the consent agenda was approved by the following vote on roll call:

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

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Controller Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION James v. City of Compton, et al., LASC Case No. BC 633 815 Pursuant to California Government Code Section 54956.9(a)

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

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

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

APPOINTMENT OF MAYOR PRO TEM

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

Councilwoman Sharif read her statement into the record:

"Dear residents, friends, and colleagues.

I have been anticipating this agenda item for some time.

For approximately 20 years, this City Council has been rotating the position of Mayor Pro Tem. That current system has allowed council members their turn to have the opportunity as Mayor

#4.

Pro Tem with the exception of myself. I received many calls and emails concerning this matter. It is necessary for me to explain this by making this statement. As a member of the City of Compton City Council, some of my colleagues have continued to seek my support to become part of what they referred to as their team. It is essential for leaders of our community to work together to enhance the quality of life of our residents and to do so respectfully when we disagree. In order to enhance the quality of life for our residents, we have to remain consistent to structured processes and procedures.

During my campaign, I promise to serve the people of Compton with honesty and bravery, despite the city's controversy. Some of us including myself will be campaigning next year seeking your continued support to serve the residents of Compton. I will continue to hold myself and my office to the greatest standard by not aligning its self with dishonorable behavior. I have been told publicly and privately I should not be allowed to hold the position of Mayor Pro Tem, if I am incapable to serve as Mayor Pro Tem, I would not have been elected to City Council. The community voted me into this seat.

I say to my colleagues, today lead with integrity and logic. Those who are attempting to remove me as Mayor Pro Tem; I deserve the same opportunity as others on this City Council to serve the City of Compton at the same capacity as those who held the title before.

Thank you for your prayers and support."

Councilwoman Emma Sharif – 4th District

APPOINTMENT OF JANNA ZURITA AS MAYOR PRO TEM

On motion by Galvan, seconded by Zurita, **Janna Zurita** was appointed as Mayor Pro Tem by the following vote on roll call:

AYES: **Council Members - Zurita, Galvan, McCoy**
NOES: **Council Members - Sharif**
ABSENT: **Council Members - Brown**

UNFINISHED BUSINESS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 2-1.8 (AUDIENCE COMMENTS AT COUNCIL MEETINGS) AND 2-1.15 (COUNCIL TIME LIMIT) TO REVISE THE AMOUNT OF TIME ALLOTTED FOR AUDIENCE AND CITY COUNCIL MEMBERS COMMENTS (SECOND READING)

On motion Galvan, seconded by McCoy, the reading of the ordinance in full was waived by the following vote on roll call:

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

It was moved by Galvan, seconded by McCoy, that the ordinance be adopted.

Councilmember McCoy questioned whether the Council would have the ability to waive the speaking time limitation.

City Attorney Cornwell replied in the affirmative, and stated that there is nothing in the ordinance changing the individual time of the speakers, but limiting the audience comments segment, collectively, to 45 minutes. This ordinance will also increase the Council Comments speaking time from 5 minutes to 10 minutes.

The Ordinance entitled 'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 2-1.8 (AUDIENCE COMMENTS AT COUNCIL MEETINGS) AND 2-1.15 (COUNCIL TIME LIMIT) TO REVISE THE AMOUNT OF TIME ALLOTTED FOR AUDIENCE AND CITY COUNCIL MEMBERS COMMENTS' failed by the following vote on roll call:

AYES: **Council Members - Galvan**
NOES: **Council Members - McCoy, Sharif, Zurita**
ABSENT: **Council Members - Brown**

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 2-1.2 (REGULAR MEETINGS) AND 2-1.7 (ORDER OF BUSINESS) TO ESTABLISH A STANDARD MEETING TIME OF 4:30 P.M. FOR REGULAR MEETINGS OF THE CITY COUNCIL FOR PURPOSES OF CONDUCTING SCHEDULED CLOSED SESSIONS (SECOND READING)

On motion by McCoy, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy, seconded by Sharif the **Ordinance Number 2,302** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 2-1.2 (REGULAR MEETINGS) AND 2-1.7 (ORDER OF BUSINESS) TO ESTABLISH A STANDARD MEETING TIME OF 4:30 P.M. FOR REGULAR MEETINGS OF THE CITY COUNCIL FOR PURPOSES OF CONDUC-TING SCHEDULED CLOSED SESSIONS'** was adopted by the following vote on roll call:

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

NEW BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON (FIRST READING)

On motion by Galvan, seconded by McCoy, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy, seconded by Galvan, the ordinance entitled '**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON'** was placed on first reading by the following vote on roll call:

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

#4.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO AUTHORIZE A TRANSFER OF FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KOA TO PROVIDE STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, PHASE II (CIP# 18-02) ($93,809)

On motion by Galvan, seconded by McCoy, **Resolution Number 24,842** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO AUTHORIZE A TRANSFER OF FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KOA TO PROVIDE STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, PHASE II'** was adopted by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2017/2018 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

On motion by McCoy seconded by Galvan, **Resolution Number 24,843** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOP-MENT (HUD) FISCAL YEAR 2017/2018 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)'** was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR ZENNER USA TO FURNISH AND DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2018-2019 ($61,550.25)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,844** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR ZENNER USA TO FURNISH AND DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2018-2019'** was adopted by the following vote on roll call:

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

13. A RESOULTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AGREEING TO ADMEND THE SAN GABRIEL RIVER WATERMASTER STIPULATION TO REPLACE CENTRAL BASIN MUNICIPAL WATER DISTRICT, CITY OF LONG BEACH, AND CITY OF COMPTON WITH THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

Brian Dickerson, Water Department General Manager explained that this is simply an administrative cleanup item, adding that this resolution relates to water that is transferred through the San Gabriel Valley and placed in the water replenishment district.

Resolution Number 24,845 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AGREEING TO ADMEND THE SAN GABRIEL RIVER WATERMASTER STIPULATION TO REPLACE CENTRAL BASIN MUNICIPAL WATER DISTRICT, CITY OF LONG BEACH, AND CITY OF COMPTON WITH THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA'** was adopted by the following vote on roll call:

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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL PARCEL MAP NO. 72354 FOR THE PROPERTY LOCATED AT 1800 WEST 134TH STREET (APN 6145-003-008)

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

Mr. Adams noted that this item provides approval from the Council of the final parcel map as recommended by the City, contingent to the applicant providing adequate water and sewer service.

Mayor Pro Tem Zurita stated this housing project was approved a few years ago and inquired about updated anticipated ground breaking.

Mr. Adams replied that he would provide the Council with an updated date at the next meeting.

Resolution Number 24,846 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL PARCEL MAP NO. 72354 FOR THE PROPERTY LOCATED AT 1800 WEST 134TH STREET (APN 6145-003-008)**' was adopted by the following vote on roll call:

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE FIRE DEPARTMENT ($95,000)

On motion by Galvan, seconded by McCoy, **Resolution Number 24,847** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISH-MENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE FIRE DEPARTMENT'** was adopted by the following vote on roll call:

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

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE EXPENDITURE OF SUPPLEMENTAL LAW ENFORCEMENT GRANT FUNDS FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PURCHASE OF SAFETY EQUIPMENT AND TASK FORCE OVERTIME ($225,000)

On motion by Galvan, seconded by McCoy, **Resolution Number 24,848** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE EXPENDITURE OF SUPPLEMENTAL LAW ENFORCEMENT GRANT FUNDS FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PURCHASE OF SAFETY EQUIPMENT AND TASK FORCE OVERTIME'** was adopted by the following vote on roll call:

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

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,831 AND REJECTING ALL STREET SWEEPING SERVICE PROPOSALS AND AUTHORIZING THE CITY MANAGER TO READVERTISE A REQUEST FOR PROPOSAL FOR STREET SWEEPING SERVICES

On motion Galvan, seconded by McCoy, **Resolution Number 24,849** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,831 AND REJECTING ALL STREET SWEEPING SERVICE PROPOSALS AND AUTHORIZING THE CITY MANAGER TO READVERTISE A REQUEST FOR PROPOSAL FOR STREET SWEEPING SERVICES'** was adopted by the following vote on roll call:

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

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CLEANSTREET FOR STREET SERVICES FOR FSCAL YEAR 2018-2019 ON AN URGENT NEED BASIS

On motion by McCoy, seconded by Galvan, **Resolution Number 24,850** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CLEANSTREET FOR STREET SERVICES FOR FSCAL YEAR 2018- 2019 ON AN URGENT NEED BASIS'** was adopted by the following vote on roll call:

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

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY LOCATED AT 700 NORTH ALAMEDA STREET (APN 6166-014-902) FROM THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

On motion by McCoy, seconded by Sharif, **Resolution Number 24,851** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY LOCATED AT 700 NORTH ALAMEDA STREET (APN 6166-014-902) FROM THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES'** was adopted by the following vote on roll call:

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

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER ON BEHALF OF COUNCILPERSON ISAAC GALVAN TO DEDICATE THREE CITY RECREATIONAL FACILITIES IN HONOR OF RETIRED CITY COUNCILWOMAN DELORES ZURITA; RECORDING ARTIST AND PRODUCER, DAVID MARVIN BLAKE, AKA DJ QUIK; AND FORMER OLYMPIC GOLD MEDALIST AND PROFESSIONAL BOXING CHAMPION OSCAR DE LA HOYA

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

Councilwoman Sharif asked if certain individuals in the resolution could be voted on separately.

City Attorney Cornwell replied that the Council can vote each section individually or a Councilmember may propose an amending motion.

Sharif offered an amended motion to vote on each item separately. There was no second.

Councilman Galvan stated that he believes in honoring our very own, noting that Councilwoman Delores Zurita was instrumental in the opening of the Gonzales Park Pool and also provided many years of dedicated service to the ***Meals on Wheels*** program. He further explained his rationale for suggesting that these individuals be honored, indicating that DJ Quick has provided a great deal of assistance to the community and will perform each year in Compton with the proceeds going directly to the City. Galvan further indicated that Oscar De la Hoya has also enriched the City with various programs and will assist the City in enhancing the parks as well as the YAL facility for the youth.

Councilwoman Sharif questioned if the Sheriffs' Department or the City had received any information regarding the specific service commitments.

Marvin Hunt, Parks and Recreation Director, replied that he has not had any conversations with DJ Quick or Oscar De la Hoya regarding specific services promised to the City.

Mayor Pro Tem Zurita noted that she is very grateful and humbled to have her Mother honored in this fashion. Ms. Zurita suggested that the community offer the names of those which may be honored as well, and requested that the City embrace these individuals and create a positive partnership for the benefit of the residents.

(Councilmember Sharif exited the meeting at 7:11 p.m.)

Resolution Number 24,852 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER ON BEHALF OF COUNCILPERSON ISAAC GALVAN TO DEDICATE THREE CITY RECREATIONAL FACILITIES IN HONOR OF RETIRED CITY COUNCILWOMAN DELORES ZURITA; RECORDING ARTIST AND PRODUCER, DAVID MARVIN BLAKE, AKA DJ QUIK; AND FORMER OLYMPIC GOLD MEDALIST AND PROFESSIONAL BOXING CHAMPION OSCAR DE LA HOYA'** was adopted by the following vote on roll call:

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

#4.

COUNCIL COMMENTS

Councilperson McCoy offered the following communications/announcements:

- Invited the community to attend her Town Hall meeting on October 11, 2018 beginning at 6 p.m. at Burrell MacDonald Park, 2516 W. Alondra Boulevard.

- Invited the community to attend the Family Overnight Camping Adventure on Friday, September 27, 2018 at 4 p.m. at the Compton Campfire Site, 450 W. Raymond Street. There will be movies, arts and crafts, campfire songs, games and plenty of food and entertainment for the entire family.

Councilperson Sharif offered the following communications/announcements:

- Invited the community to participate in the Harvest Festival at Kelly Park on October 6, 2018, featuring carnival rides, delicious food, recreational activities and a community talent show.

- Invited the community to attend the METRO Blue Line renovation/temporary closure meeting which will be held at Kelly Park, 2319 E. Caldwell Street on September 12, 2018 beginning at 6 p.m.

- Invited the community to attend her Quarterly Business Roundtable event on October 24, 2018 from 10 a.m. to 12 noon at the Dollarhide Community Center, 301 N. Tamarind.

- Invited the community to attend the Pledge to Vote Rally to be held on Saturday, September 22, 2018 at Columbia Park, 4045 190th Street in Torrance, hosted by the Women's Political Caucus.

- Commented on the very successful Men's Empowerment Summit hosted by *KJLH* Radio Station and Senator Steven Bradford at Cal State Dominguez Hills.

Mayor Pro Tem Zurita offered the following communications/announcements:

- Requested a report on the condition of the transportation buses for the Senior citizens.

- Invited the resident to participate in her 7th Annual ***Walk for a Cure*** to battle breast cancer which will take place on October 13, 2018 beginning at 7 a.m. at Centennial High School and urged those interested in participating to call (310) 605-5585 or visit: cpt4acure.eventsmart.com to register.

- Zurita commented on the downward trend in crime in the City and commended Sheriff Jim McDonnell as well as Captain Michael Thatcher for the outstanding work they are doing in the City of Compton. Ms. Zurita noted that Compton was part of a study of West Coast cities in partnership with the National Public Safety Partnership Program.

Councilmember Galvan exited the meeting, which resulted in a lack of quorum.

The City Council recessed at 7:14 p.m. and re-convened at 8:03 p.m.

ROLL CALL

Councilmembers Present: Galvan, Sharif, Zurita
Councilmembers Absent: McCoy, Brown

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell reported that all Councilmembers were in attendance with the exception of Mayor Brown for the closed session regarding – PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Controller Pursuant to California Government Code Section 54957 and further indicated that there was no reportable action taken in this matter.

City Attorney Cornwell further reported out regarding the CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION James v. City of Compton, et al., LASC Case No. BC 633 815 Pursuant to California Government Code Section 54956.9(a) and indicated that there was no reportable action was taken in this matter.

ADJOURNMENT

On motion by Galvan, seconded by Sharif, the meeting was adjourned at 8:43 p.m. by the following vote on roll call:

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

_____ _____

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Treasurer**

RESOLUTION TITLE: **INVESTMENT REPORTS - JUNE 30, 2018 AND JULY 31, 2018 (RECEIVE AND FILE)**

Douglas Sanders	**9/13/2018 1:10:43 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**9/13/2018 6:41:31 PM**
CITY ATTORNEY	DATE
Rafaela King	**9/13/2018 6:34:14 PM**
CITY CONTROLLER	DATE
Laurence Adams	**9/13/2018 5:03:23 PM**
CITY MANAGER	DATE

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

#5.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
June 30, 2018

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.
Passbook/Checking Accounts -2	450,398.96	450,398.96	450,398.96	0.66	1	1	0.089	0.090
Local Agency Investment Funds	68,178,367.01	68,178,367.01	68,178,367.01	99.16	1	1	1.489	1.510
Managed Pool & Money Market Account	124,802.98	124,802.98	124,802.98	0.18	1	1	0.098	0.100
Investments	**68,753,568.95**	**68,753,568.95**	**68,753,568.95**	**100.00%**	**1**	**1**	**1.478**	**1.498**

Total Earnings	June 30 Month Ending
Current Year	88,048.38
Average Daily Balance	**56,814,292.20**
Effective Rate of Return	**1.89%**

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 agency 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. As of June 30, 2018, the 12th month of the Fiscal Year 2017/2018, the General City Bank account and the LAIF accounts had an estimated total of $38.2 million. At the time of this report period, there was approximately $1.4 million in large outstanding warrants to be paid to vendors. On December 20, 2017, January 20, 2018, April 20, 2018 and on May 20, 2018 the City received its portion of Property Tax and VLF revenue. Our PERS balance was approximately $23 million as of the date of this report period. The FOMC increased interest rates 25 bases points or ¼ point and the FOMC members will adjust another rate hike in future months. Yields continue to be low in less risky investment vehicles. The City chose not to do a new TRANs for 2017/2018 fiscal years. In the months of February and March 2018 the City had major bond debt service payments. There will be other major bond payments in Water & Sewer Bonds and CRA/The Successor Agency Bonds in August 2018. In spring and summer of 2018, Compton began a large road construction program, which requires large use of cash expenditures during the projects.
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 06/29/18

3 month T-Bill @ 1.9150%
6 month T-Bill @ 2.1050%
1 year T-Bill @ 2.3140%

DOUGLAS SANDERS, CITY TREASURER

9-10-18

Reporting period 06/01/2018-06/30/2018

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
June 30, 2018

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			143,449.23	143,449.23	143,449.23	0.070	0.069	0.070	1	
4000	4000	Neighborhood Improvement			306,949.73	306,949.73	306,949.73	0.100	0.099	0.100	1	
		Subtotal and Average	**454,465.09**		**450,398.96**	**450,398.96**	**450,398.96**		**0.089**	**0.090**	**1**	
Local Agency Investment Funds												
6000	6000	General City			23,938,193.46	23,938,193.46	23,938,193.46	1.510	1.489	1.510	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00		0.000	0.000	1	
6029	6029	Measure R			828,012.43	828,012.43	828,012.43	1.510	1.489	1.510	1	
6019	6019	EDA Revolving Loan			69,401.60	69,401.60	69,401.60	1.510	1.489	1.510	1	
6002	6002	Prop C			1,048,764.37	1,048,764.37	1,048,764.37	1.510	1.489	1.510	1	
6030	6030	PROP A			2,500,953.82	2,500,953.82	2,500,953.82	1.510	1.489	1.510	1	
6027	6027	River Mountain Conservancy			12,034.92	12,034.92	12,034.92	1.510	1.489	1.510	1	
6007	6007	Successor Agency General			14,088,264.14	14,088,264.14	14,088,264.14	1.510	1.489	1.510	1	
6003	6003	Sewer Bond Proceeds			848,120.47	848,120.47	848,120.47	1.510	1.489	1.510	1	
6022	6022	Regional Park			2,805,538.45	2,805,538.45	2,805,538.45	1.510	1.489	1.510	1	
2100	6021	Retirement Fund			22,039,083.35	22,039,083.35	22,039,083.35	1.510	1.489	1.510	1	
		Subtotal and Average	**56,235,033.68**		**68,178,367.01**	**68,178,367.01**	**68,178,367.01**		**1.489**	**1.510**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			124,269.29	124,269.29	124,269.29	0.100	0.099	0.100	1	
5005	5005	Rental Rehab Prg Money Market			203.34	203.34	203.34	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.35	330.35	330.35	0.040	0.039	0.040	1	
		Subtotal and Average	**124,793.43**		**124,802.98**	**124,802.98**	**124,802.98**		**0.098**	**0.100**	**1**	
		Total and Average	**56,814,292.20**		**68,753,568.95**	**68,753,568.95**	**68,753,568.95**		**1.478**	**1.498**	**1**	

#5.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 29, 2018

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	709,153.15
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	14,174,241.43
1520	MEASURE R	BANK OF THE WEST	802,966.71
2000	PROP A	BANK OF THE WEST	740,714.76
4000	SA GENERAL	BANK OF THE WEST	8,588,885.05
1203	SA LOW COST HOUSING	BANK OF THE WEST	5,711,292.66
2100	PERS	BANK OF THE WEST	961,624.07
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	-
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	143,449.23
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	416,547.31
2805	HOME LOAN PROGRAM	BANK OF THE WEST	1,220,395.49
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,263,854.43
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	76,299.35

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 29, 2018

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	571.00
1900	PROP C	BANK OF THE WEST	1,638,161.33
6300	WORKERS COMP	BANK OF THE WEST	191,829.42
2820	HOUSING AUTHORITY	BANK OF THE WEST	91,108.91
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	32,834.85
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	3,996.49
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	175,115.97
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	986,643.67

#5.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
July 31, 2018

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.
Passbook/Checking Accounts -2	450,433.56	450,433.56	450,433.56	0.63	1	1	0.089	0.090
Local Agency Investment Funds	70,698,111.38	70,698,111.38	70,698,111.38	99.19	1	1	1.874	1.900
Managed Pool & Money Market Account	124,813.55	124,813.55	124,813.55	0.18	1	1	0.098	0.100
Investments	**71,273,358.49**	**71,273,358.49**	**71,273,358.49**	**100.00%**	**1**	**1**	**1.860**	**1.885**

Total Earnings	July 31 Month Ending
Current Year	110,333.94
Average Daily Balance	**68,920,510.50**
Effective Rate of Return	**1.88%**

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 agency 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. As of July 31, 2018, the 1st month of the Fiscal Year 2018/2019, the General City Bank account and the LAIF accounts had an estimated total of $35.4 million. At the time of this report period there was approximately $4,507,388 in large outstanding warrants to be paid to vendors. On December 20, 2018 and January 20, 2019, the City will receive its portion of Property Tax and VLF revenue. In addition, the Successor Agency will receive its property tax revenue, ROPS, on January 2, 2019. Our PERS balance was approximately $21.5 million as of the date of this report period. The FOMC increased interest rates 25 bases points or ¼ point and the FOMC members will adjust another rate hike in future months. Yields continue to be low in less risky investment vehicles. The City chose not to do any TRANs for 2018/2019 fiscal years. In the months of February and March 2018, the City had major bond debt payments. There will be other major bond payments in Water & Sewer Bonds and CRA/The Successor Agency Bonds in August and September 2018. In spring and summer of 2018, Compton began a large road construction program, which requires large use of cash expenditures during the projects.
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 07/31/18

3 month T-Bill @ 2.0150%
6 month T-Bill @ 2.1860%
1 year T-Bill @ 2.4090%

DOUGLAS SANDERS, CITY TREASURER

9-10-18

Reporting period 07/01/2018-07/31/2018

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
July 31, 2018

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			143,457.76	143,457.76	143,457.76	0.070	0.069	0.070	1	
4000	4000	Neighborhood Improvement			306,975.80	306,975.80	306,975.80	0.100	0.099	0.100	1	
		Subtotal and Average	**450,400.08**		**450,433.56**	**450,433.56**	**450,433.56**		**0.089**	**0.090**	**1**	
Local Agency Investment Funds												
6000	6000	General City			27,028,735.14	27,028,735.14	27,028,735.14	1.900	1.874	1.900	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00		0.000	0.000	1	
6029	6029	Measure R			831,941.41	831,941.41	831,941.41	1.900	1.874	1.900	1	
6019	6019	EDA Revolving Loan			69,730.92	69,730.92	69,730.92	1.900	1.874	1.900	1	
6002	6002	Prop C			1,053,740.84	1,053,740.84	1,053,740.84	1.900	1.874	1.900	1	
6030	6030	PROP A			2,512,821.03	2,512,821.03	2,512,821.03	1.900	1.874	1.900	1	
6027	6027	River Mountain Conservancy			12,092.03	12,092.03	12,092.03	1.900	1.874	1.900	1	
6007	6007	Successor Agency General			14,127,587.25	14,127,587.25	14,127,587.25	1.900	1.874	1.900	1	
6003	6003	Sewer Bond Proceeds			852,144.87	852,144.87	852,144.87	1.900	1.874	1.900	1	
6022	6022	Regional Park			2,818,850.94	2,818,850.94	2,818,850.94	1.900	1.874	1.900	1	
2100	6021	Retirement Fund			21,390,466.95	21,390,466.95	21,390,466.95	1.900	1.874	1.900	1	
		Subtotal and Average	**68,345,307.11**		**70,698,111.38**	**70,698,111.38**	**70,698,111.38**		**1.874**	**1.900**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			124,279.84	124,279.84	124,279.84	0.100	0.099	0.100	1	
5005	5005	Rental Rehab Prg Money Market			203.35	203.35	203.35	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.36	330.36	330.36	0.040	0.039	0.040	1	
		Subtotal and Average	**124,803.32**		**124,813.55**	**124,813.55**	**124,813.55**		**0.098**	**0.100**	**1**	
		Total and Average	**68,920,510.50**		**71,273,358.49**	**71,273,358.49**	**71,273,358.49**		**1.860**	**1.885**	**1**	

#5.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2018

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	933,935.92
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	7,969,716.85
1520	MEASURE R	BANK OF THE WEST	903,575.37
2000	PROP A	BANK OF THE WEST	905,654.67
4000	SA GENERAL	BANK OF THE WEST	338,622.79
1203	SA LOW COST HOUSING	BANK OF THE WEST	5,711,292.66
2100	PERS	BANK OF THE WEST	79,071.60
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	-
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	143,457.76
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	428,891.98
2805	HOME LOAN PROGRAM	BANK OF THE WEST	1,377,213.49
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	1,748,179.43
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	50,357.88

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2018

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	376.00
1900	PROP C	BANK OF THE WEST	1,772,350.37
6300	WORKERS COMP	BANK OF THE WEST	68,462.84
2820	HOUSING AUTHORITY	BANK OF THE WEST	580,130.74
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	48,966.92
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	3,996.52
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	282,318.14
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,520,210.76

DATE: SEPT 18, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORTS

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORTS ACCURATELY REFLECT ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF JUNE 30, 2018 AND JULY 31, 2018.

DOUGLAS SANDERS
CITY TREASURER

SEPTEMBER 18, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2247 – FOSTER YOUTH PLACEMENT STABILITY

SUMMARY

Councilperson Emma Sharif has requested Council support of Assembly Bill 2247 ("AB 2247"), introduced by California Assembly Member Mike Gipson. This Bill would require a social worker or placement agency to implement a clear and appropriate strategy to preserve the child's placement such as family meetings or mediation. If a placement change is necessary, the bill would further require a social worker or placement agency to provide fourteen (14) days prior notice of the change prior to changing a dependent child's current placement except in situations involving the safety of a minor or court order.

The proposed legislation would amend Welfare and Institutions Code by adding Section 16010.7 relating to foster youth placement stability.

BACKGROUND

AB 2247 was introduced to the Assembly on February 13, 2018. The bill was presented to Governor Jerry Brown for signature on September 5, 2018.

Pursuant to existing law, it is required that foster parents provide at least seven (7) days advance written notice of plans to remove a child and provides foster parents a right to a grievance review regarding the decision to remove the foster child. Foster parents are also expected to provide a social worker seven (7) days notice of a request to have a child removed from placement with them. The seven (7) day notice does not apply to situations involving the immediate danger of a minor or when a court orders the immediate removal.

AB 2247 will increase the transition time to fourteen (14) days before a placement change is made and would require social workers and placement agencies to implement a placement preservation strategy before any changes are made (except situations involving the immediate danger of a minor or when the court orders the immediate removal of a minor).

STATEMENT OF THE ISSUE

According to research cited in the analysis of AB 2247, 62% of children and youth who have been in foster care in California for at least twelve (12) months experience at least two (2) placements in foster care homes. The remaining 28% of children and youth

experience at least three (3) placements in foster care homes. The consequences of frequent and sudden placement changes are disruptive for children and youth because it creates instability, disturbs the relationships made in the placement home and can create additional limitations on the minor's academic progress and emotional health.

AB 2247 will amend the Welfare and Institutions Code to include a section on foster youth placement stability. The increase of transition time prior to placement changes and the requirement for social workers and agencies to develop a permanent planning strategy prior to making any placement changes will facilitate stronger bonds with the minor's caregiver and will give each minor the opportunity to be in the best placement possible.

FISCAL IMPACT

There is no financial impact associated with supporting this Assembly Bill.

RECOMMENDATION

The City of Compton hereby recommends that City Council support the Assembly Bill relating to foster care placement stability.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2247 – FOSTER YOUTH PLACEMENT STABILITY

WHEREAS, Assembly Bill 2247 ("AB 2247") was introduced to the Assembly on February 13, 2018 and was presented to Governor Jerry Brown for signature on September 5, 2018; and

WHEREAS, AB 2247 would require a social worker or placement agency to implement a clear and appropriate strategy to preserve the child's placement such as family meetings or mediation; and

WHEREAS, if a placement change is necessary, the bill would further require a social worker or placement agency to provide fourteen (14) days prior notice of the change prior to changing a dependent child's current placement except in situations involving the safety of a minor or court order; and

WHEREAS, according to research cited in the analysis of AB 2247, 62% of children and youth who have been in foster care in California for at least twelve (12) months experience at least two (2) placements in foster care homes; and

WHEREAS, the remaining 28% of children and youth experience at least three (3) placements in foster care homes; and

WHEREAS, the consequences of frequent and sudden placement changes are disruptive for children and youth because it creates instability, disturbs the relationships made in the placement home and can create additional limitations on the minor's academic progress and emotional health; and

WHEREAS, AB 2247 will amend the Welfare and Institutions Code to include a section on foster youth placement stability; and

WHEREAS, the increase of transition time prior to placement changes and the requirement for social workers and agencies to develop a permanent planning strategy prior to making any placement changes will facilitate stronger bonds with the minor's caregiver and will give each minor the opportunity to be in the best placement possible.

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

Section 1. That the City of Compton supports the adoption of California Assembly Bill 2247 relating to foster youth placement stability.

Section 2. That the City Council encourages its businesses and citizens to communicate its support of AB 2247 to the Governor and our State's legislature.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

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

ADOPTED this _____ day of _____, 2018

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

SEPTEMBER 18, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2448 – ACCESS TO COMPUTER TECHNOLOGY AND INTERNET FOR DISADVANTAGED YOUTH IN FOSTER CARE AND JUVENILE DETENTION FACILIITES

SUMMARY

Councilperson Emma Sharif has requested Council support of Assembly Bill 2448, introduced by California Assembly Member Mike Gipson. This Bill would require all minors detained in foster care and juvenile detention facilities access to computer technology and the Internet for the purposes of education and possibly facilitating relationships with family.

The proposed legislation would amend Welfare and Institutions Code Sections 362.05 and 727 and would add Sections 851.1 and 889.1 relating to juveniles to the Welfare and Institutions Code.

BACKGROUND

Assembly Bill 2448 was introduced to the Assembly on February 14, 2018. The bill was presented to Governor Jerry Brown for signature on September 7, 2018.

Under existing law, Welfare and Institutions Code Sections 362.05 and 727 affords youth in foster care and juveniles in local detention facilities the right to education and to communicate with family members. It also recognizes the right of dependents and wards in foster care to participate in age appropriate extracurricular, enrichment and social activities. Current legislation does not include access to computer technology or the internet for those minors in foster care and juvenile detention facilities.

STATEMENT OF THE ISSUE

Technology has become a necessary component of modern communication. Those in local detention facilities could be isolated from important educational resources and information only available online. Individuals in their youth that are unable to access computer technology or the internet are limited in educational resources available to them. Without computer technology or the internet, they are also limited when attempting to make personal connections that are crucial for them to succeed when returning to their communities.

Amending the Welfare and Institutions Code to include access to computer technology and the internet for detained minors will not only ensure that individuals have the

opportunity to progress academically but it will also foster communication with their family members that they may not have had otherwise.

FISCAL IMPACT

There is no financial impact associated with supporting this Assembly Bill.

RECOMMENDATION

The City of Compton hereby recommends that City Council support the Assembly Bill relating to juveniles and computer technology.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2448 – ACCESS TO COMPUTER TECHNOLOGY AND INTERNET FOR DISADVANTAGED YOUTH IN FOSTER CARE AND JUVENILE DETENTION FACILIITES

WHEREAS, Assembly Bill 2448 ("AB 2448) was introduced to the Assembly on February 14, 2018 and was presented to Governor Jerry Brown for signature on September 7, 2018; and

WHEREAS, AB 2448 would require all minors detained in foster care and juvenile detention facilities access to computer technology and the Internet for the purposes of education and possibly facilitating relationships with family; and

WHEREAS, AB 2448 would also preserve the authority of management to limit or deny access to computer technology and the internet for safety, security or staffing reasons; and

WHEREAS, technology has become a necessary component of modern communication; and

WHEREAS, those in local detention facilities could be isolated from important educational resources and information only available online; and

WHEREAS, individuals in their youth that are unable to access computer technology or the internet are limited in educational resources available to them; and

WHEREAS, without computer technology or the internet, they are also limited when attempting to make personal connections that are crucial for them to succeed when returning to their communities; and

WHEREAS, proposed legislation would amend Welfare and Institutions Code Sections 362.05 and 727 and would add Sections 851.1 and 889.1 relating to juveniles to the Welfare and Institutions Code; and

WHEREAS, amending the Welfare and Institutions Code to include access to computer technology and the internet for detained minors will not only ensure that individuals have the opportunity to progress academically but it will also foster communication with their family members that they may not have had otherwise; and

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

Section 1. That the City of Compton supports the adoption of California Assembly Bill (AB) 2448 relating to computer technology and internet access for disadvantaged youth in foster care and juvenile detention facilities.

Section 2. That the City Council encourages its businesses and citizens to communicate its support of AB 2448 to the Governor and our State's legislature.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

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

ADOPTED this _____ day of _____, 2018

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

September 18, 2018

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)**

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Debra Duncan for a period of twelve (12) month (i.e. July 1, 2018 through June 30, 2019) and establish a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2018-2019.

BACKGROUND

The City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

The City contracted with Debra Duncan last fiscal year to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Additionally, Ms. Duncan's responsibilities have included providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribes the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluates and maintains software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

STATEMENT OF THE ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner. Thus, informal quotes were sought through cityclerks@lists, which is a network of current and former California City Clerks. There were only two (2) responses to our request.

Playback Communications – Non-Responsive.
Debra Duncan - $800.00 per meeting date.

The one quote received was evaluated on experience, professionalism, knowledge, etc. While Debra Duncan's quote was the only quote received it is reasonable, with her ability to attend each meeting. Additionally, the City has previously contracted with Ms. Debra Duncan and has found her service reliable and very satisfactory.

Ms. Duncan will be compensated at a flat rate of $800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2018-2019 budget in Account No. 1001-470-000-4262.

RECOMMENDATION

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

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)

WHEREAS, the City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, the Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, informal quotes were sought through cityclerks@list, which is a network of current and former California City Clerks.

WHEREAS, there were only two (2) responses to our request from:

Playback Communications – Non Responsive
Debra Duncan - $800.00 per meeting

WHEREAS, the City contracted with Debra Duncan last fiscal year; who is knowledgeable and experienced in the needed areas of service; to transcribe and prepare the meeting minutes for the legislative bodies of the City and use of her services allowed the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2018 through June 30, 2019) and authorize establishment of a purchase order in the amount of $35,500.00 to pay for services rendered through June 30, 2019; and

WHEREAS, Ms. Duncan will be compensated at a flat rate of $800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

WHEREAS, funds for this expenditure are available in the 2018-2019 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Debra Duncan to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2018 through June 30, 2019), payable at the flat rate of Eight Hundred Dollars ($800.00) for each week that meetings of the legislative bodies are held that Debra Duncan performs services for.

Section 2. That a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) to pay for services rendered through June 30, 2019 is authorized to be established.

Section 3. That funds for this expenditure are available in the City Clerk's Fiscal Year 2018-2019 budget in Account No. 1001-470-000-4262.

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

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

TRANSCRIPTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN

This **AGREEMENT** is entered and made 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 the **DEBRA DUNCAN** (hereinafter referred to as **"CONTRACTOR"**) located at 4016 Pine Avenue, Long Beach, California 90807.

RECITALS:

WHEREAS, the City requires the services of a qualified and experienced professional to assist the City Clerk's Office by providing transcription services for the meeting minutes for the four (4) legislative bodies of the City of Compton; i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton Successor Agency to the Community Redevelopment Agency of the City of Compton and the Compton City Council; and

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

WHEREAS, by Resolution No. _____, adopted on the ___ day of ____ 2018, the City Council authorized the City Manager to enter into a contract with the Contractor (Debra Duncan) to provide the needed services; and

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

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

AGREEMENT:

1. Services to be rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall render services **"as-needed"** and requested by the Compton City Clerk. These services shall include, but are not limited to transcription and preparation of minutes from the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency meetings. Services further include responsibly for providing a variety of technological services attendant to the agenda preparation process, including:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribe the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enter specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Record amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.

6. Evaluate and maintain software to determine suitability.
7. Identify and take corrective action to resolve routine operational problems.
8. Publish training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operate peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Contractor 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**.**

Contractor services hereunder shall be performed in good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

Acceptance by City of the work performed under this Agreement does not operate as a release of said Contractor from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for period of July 1, 2018 through June 30, 2019, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Eight Hundred Dollars ($800.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall detail the work performed on each task as

applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

The Contractor understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Five Hundred Dollars ($35,500.00).**

In the event of termination, the Contractor 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 Contractor's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. Contractor agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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 Contractor; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor 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 Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that

while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights

to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor 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 Contractor or any agent, employee, or contractor of Contractor 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 Contractor.

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

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

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

subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

10. Indemnification. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall 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 Contractor, its officers, employees, subcontractors, subcontractors or agents in the performance of the duties undertaken by Contractor 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 Contractor's indemnification of the City, Contractor 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 Contractor or Contractor'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 Contractor 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. Contractor 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 Contractor'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 Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

11.1 Commercial General Liability Insurance. $500,000.00 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 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 Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, Contractor will insure 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 Contractor. 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, Contractor 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. Contractor, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Contractor. Upon execution of this Agreement, the Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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. Contractor 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. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor'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 Contractor 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 Contractor 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. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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 Contractor'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 Contractor in writing. Contractor 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 Contractor 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 Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18. 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.

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

20. 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.

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

22. 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.

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

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before any such release.

25. 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.

26. 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 Contractor:	**Debra Duncan** **4016 Pine Avenue** **Long Beach, California 90807** **(213) 880-7180**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Clerk** **(310) 605-5530** **(310) 639-4685 – 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.

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

CONTRACTOR

Dated: _____ **By _____**
Debra Duncan

CITY OF COMPTON
Recommended for Approval:

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

Approved By:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

August 13, 2018

Alita L. Godwin, MMC
City Clerk of Compton
Minute Transcription Quote
205 S. Willowbrook Avenue
Compton, CA 90220

Dear City Clerk Godwin,

I am pleased to offer a quote for Professional Services for the transcription and preparation of meeting minutes for the City of Compton's Legislative Bodies and Electronic Streamline Services. Offered below is my educational and employment history relating to note taking and minute preparation.

- Graduate of Downey College of Court Reporting
- Employed as Legal Secretary for the Los Angeles County District Attorney's Office
- Served as Deputy City Clerk, City of Compton

MINUTE TRANSCRIPTION QUOTE -- $800.00 per Legislative Body Meeting Date

I am available to attend **each** meeting of the Compton City Council. All transcription will be completed and submitted the following week after the meeting. I am trained in Granicus Live/Media Manager internet-based software. *The above quote also includes complete minute indexing of all City Council meetings as a complimentary service!*

Thank you for the opportunity to provide this quote for transcription and minutes preparation services to the great City of Compton!

Sincerely,

DEBRA H. DUNCAN
Slamduncan85@yahoo.com
213.880.7180

Playback Communications
5179 Lone Tree Way Suite 502
Antioch, CA 94531
playbackcommunications@yahoo.com

August 9, 2018

Alita Godwin
City Clerk
City of Compton
2205 S. Willowbrook Ave.
Compton, CA 90221

Dear Ms. Godwin,

Thank you for thinking of Playback Communications. We would love to assist you with your transcription needs; however, we are not staffed to take on any additional work at this time. Please consider us again in the near future.

Sincerely,

Rossolyn Turner, Owner/director
Playback Communications
925-331-8231 - office
951-496-8618 - cell

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Clerk**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)**

Alita Godwin	**9/12/2018 7:07:20 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**9/12/2018 12:26:17 PM**
CITY ATTORNEY	DATE
Rafaela King	**9/12/2018 11:46:58 AM**
CITY CONTROLLER	DATE
Laurence Adams	**9/12/2018 9:23:34 AM**
CITY MANAGER	DATE

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

September 18, 2018

TO: **MAYOR AND CITY COUNCILMEMBERS**

FROM: **ALITA GODWIN, CITY CLERK**

SUBJECT: **TRAVEL REQUEST – LEAGUE OF CALIFORNIA CITIES – CITY CLERK'S NEW LAW AND ELECTIONS CONFERENCE (December 12-14, 2018 – San Francisco, California (Action Item)**

The League of California Cities is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and influence policy decisions that affect California cities.

This conference emphasizes new laws affecting elections, in addition to many other facets of the City Clerk's roles and responsibilities such as the Fair Political Practices Commission, the Brown Act and the Public Records Act. This conference is offered annually.

The estimated cost of the conference is as follows:

Registration	$475.00
Hotel	$199.00 per night (plus taxes & fees)
Air Fare	$500.00 (round trip)
Total Cost (estimate)	$1,720.00

Funds are available in the 2018-2019 Fiscal Year Budget in account number 1001-470-000-4270, conventions and meetings.

It is recommended that the requested be approved.

ALITA L. GODWIN, MMC
CITY CLERK

CITY CLERKS
New Law & Elections Seminar

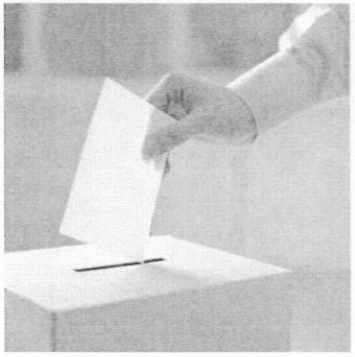
REGISTER EARLY!
Space is limited to
the first 430 registrants

DECEMBER 12–14, 2018
HYATT REGENCY SAN FRANCISCO

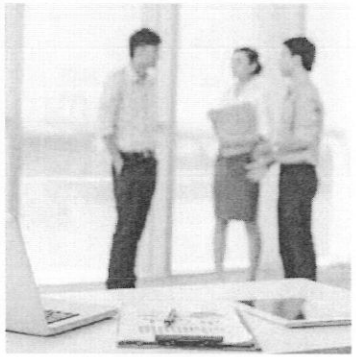




120 YEARS 1898 – 2018
LEAGUE® OF CALIFORNIA CITIES







REGISTRATION AND HOUSING DEADLINE:
Monday, November 19, 2018
www.cacities.org/events

Check out our mobile app
facebook.com/leagueofcacities
@CaCities

#9.

General Information

All attendees must register for the conference prior to reserving a hotel room. Registration is not complete until full payment is received. The League is unable to accept purchase orders and does not invoice registrations. Once registration is complete, you will be directed to the housing reservations page.

- For online registration, go to www.cacities.org/events and select "City Clerks New Law & Elections Seminar".
- To request a mail-in registration form, contact mdunn@cacities.org.

Registration must be received by Monday, November 19, 2018. *After this date, please register onsite if space is available.*

COSTS/FEES

Full registration includes electronic access to all program materials, admission to all sessions, two lunches, one breakfast, and a Wednesday evening reception.

City Staff/Officials.....$475

Company/Consultant/League Partner/All Others $635

Non-member City.....$1,475

Guest/Spouse Reception Only Registration (Wednesday).....$50

Guest/Spouse fee is restricted to persons who are not city or public officials, are not related to any League Partner or sponsor, and would have no professional reason to attend the conference. Rate includes admission to Wednesday's reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.

ONE DAY REGISTRATION *(select Wednesday, Thursday or Friday)*

City Staff/Officials.....$275

Company/Consultant/League Partner/All Others $525

Non-Member City $1,275

CANCELLATIONS

Refunds of rate paid, minus $75 processing charge, will be made for cancellations submitted in writing to mdunn@cacities.org and received by **Monday, November 19**. There are no refunds for cancellations after this date. Substitutions can be made onsite.

If you require special accommodations related to facility access, transportation, communication and/or dietary requests, please contact our Conference Registrar at mdunn@cacities.org by Monday, November 19.

HOTEL INFORMATION & RESERVATIONS

Hotel reservation changes, date modifications, early check-out, or cancellations made prior to **Monday, November 19,** must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgment number to access your reservation to make changes. Once the November 19 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that hotel cancellations after the housing deadline has passed may incur a financial penalty of a minimum one-night room charge or attrition fees.

Hyatt Regency San Francisco

5 Embarcadero Center, San Francisco, CA 94111
Hotel Rate *(per night):* $199 – Single/Double Occupancy *(plus taxes and fees)*
Self-Parking *(per vehicle, per night):* $28 at Embarcadero Center Garages *(3 Embarcadero Center)*

**Please DO NOT book outside of the League hotel block. This will cause an increase in event costs, liabilities and higher registration rates.*

PLEASE NOTE: *The information you provide to the League when registering for a League conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with the League the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between the League and the hotel(s) will be limited to your length of stay in the hotel.*

September 18, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: RONERICK SIMPSON FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2018-2019 ($30,000)

SUMMARY

Adoption of the attached resolution will authorize the establishment of a purchase order in an amount not to exceed Thirty Thousand Dollars ($30,000.00) for Rush Truck Centers of California Inc**.** for provision of Compton Fire Department paramedic and command vehicle maintenance and repair during Fiscal Year 2018-2019 (July 1, 2018 through June 30, 2019).

BACKGROUND

The Compton Fire Department ("Department") is tasked with responding to and providing continuous, efficient emergency services. Due to the Department's aging fleet, there is a continuous need for maintenance and repair of emergency paramedic and command vehicles.

The Department performs routine maintenance and repairs in-house, but refers specialized and heavy-duty repairs to outside vendor(s).

STATEMENT OF ISSUE

Staff solicited and received four (4) bids from the following vendors for maintenance and repair services for paramedic and command vehicles; to wit: Rush Truck Centers of California Inc**.** ("Rush") for 115.00 per hour, Carmenita Ford Truck Sales, Inc. for $115.00 per hour, Southbay Ford for $135.00 per hour and Caruso Ford Lincoln for $120.00 per hour. Southbay and Curuso only gave verbal bids.

While all bids received are relatively reasonable, Rush has the number of diesel mechanics needed to handle the volume of repairs the Department needs and the City does not have a vendor or a Ford Dealership in the City's boundaries that is certified to service ambulances or Ford Warranty Products, whereas Rush is part of the Ford Franchise that sells and services the Department's Ford paramedic and command vehicles.

FINANCIAL IMPACT

Estimated repair and maintenance costs for the Department's paramedic and command vehicles during the 2018-2019 Fiscal Year is Thirty Thousand Dollars ($30,000.00). Funds for this expenditure have been allocated in Account No. 6000-690-000-4229.

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

**RONERICK SIMPSON FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2018 - 2019 ($30,000.00)

WHEREAS, the Compton Fire Department ("Department") is tasked with responding to and providing continuous, efficient emergency services and due to the Department's aging fleet, there is a continuous need for maintenance and repair of our emergency paramedic and command vehicles; and

WHEREAS, the Department performs routine maintenance and repairs in-house, but refers specialized and heavy-duty repairs to outside vendor(s); and

WHEREAS, in order to assure the Department vehicles are properly maintained in a timely manner, staff solicited and received four (4) bids from the following vendors to supplement maintenance and repair services; to wit: Rush Truck Centers of California Inc. at $115.00 per hour, Carmenita Ford at $115.00, Southbay Ford at $135.00 per hour and Caruso Ford Lincoln at $120.00 per hour.; and

WHEREAS, on review of the bids submitted and the needs of the Department, staff recommends that Rush Truck Center of California, Inc; which is a certified Ford dealer with a larger fleet service center, has been faithful in honoring their work under warranty and they have several diesel mechanics that can handle the volume of repairs needed by the Department for the 2018-2019 fiscal year; and

WHEREAS, the funds for this expenditure, are allocated in the Fire Department 2018-2019 Fiscal Year budget.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order to Rush Truck Centers of California, Inc. in an amount not to exceed Thirty Thousand Dollars ($30,000.00) to provide maintenance and repair for Fire Department paramedic and command vehicles for Fiscal Year 2018-2019 (i.e. July 1, 2018 through June 30, 2019).

Section 2. That the funds for this expenditure are available in Account No. 6000-690-000-4229.

Section 3. That a copy of this Resolution shall be forwarded and filed in the offices of the City Manager, City Controller and Fire Department.

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

ADOPTED this _____ day of _____, 2018.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2018-2019 ($30,000)**

Ronerick Simpson **8/28/2018 3:39:53 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **9/11/2018 6:11:40 PM**
CITY ATTORNEY DATE

Rafaela King **9/5/2018 10:09:42 PM**
CITY CONTROLLER DATE

Laurence Adams **8/29/2018 9:30:16 AM**
CITY MANAGER DATE

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

September 18, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT ($55,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional service agreement with KJ Consultants ("KJ") for Fiscal Year 2018-2019 and establish a purchase order in the amount of Fifty Five Thousand Dollars ($55,000.00) to cover expenditures for provision of fire protection engineering services on an "as-needed" basis to the Compton Fire Department ("Department") for the remainder of Fiscal Year 2018-2019.

BACKGROUND

The Department must review new building and building improvement plans to assure that contractors are in compliance with current fire codes and regulations; however, the Department does not have sufficient or adequately experienced and trained staff to perform fire protection engineering services, thus there is a need to engage the services of a qualified and experienced engineering firm to review building plans as related to fire codes and regulations, helping to reduce the lost of life from poor design and reduction in fire damage to property.

STATEMENT OF ISSUE

Department staff solicited proposals from four (4) qualified engineering firms to provide the requested services. Proposals were received from three (3) firms; to wit: Code Consulting Group LLC at the fee rate of $81.00 per hour, West Coast Consultants, Inc. at the fee rate of $125.00 per hour and KJ Consultants at $50.00 per hour.

After reviewing the proposals submitted by all the firms, which were comparably qualified, staff has determined that the needs of the Department can best be met by contracting with KJ at a reasonable cost that is within the Department's budget. Additionally, KJ's proposal presented a plan review turn-around time that will be the fastest of the three (3) firms submitting proposals.

FISCAL IMPACT

The estimated cost for the remainder of Fiscal Year 2018-2019 is Fifty Five Thousand Dollars ($55,000.00). Funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 1001 690 000 4262.

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT ($55,000)

WHEREAS, the Fire Department ("Department") must review new building and building improvement plans to assure that contractors are in compliance with current fire codes and regulations; however, the Department does not have sufficient staff to perform fire protection engineering services, thus there is a need to engage the services of a qualified and experienced engineering firm to review building plans on an "as-needed" basis as related to fire codes and regulations; and

WHEREAS, Department staff solicited proposals from four (4) qualified engineering firms to provide the requested services with proposals received from three (3) firms; to wit: Code Consulting Group LLC at the fee rate of $81.00 per hour, West Coast Consultants, Inc. at the fee rate of $125.00 per hour and KJ Consultants at $50.00 per hour; and

WHEREAS, after reviewing the proposals submitted by all the firms, which were relatively comparably qualified, staff has determined that the needs of the Department can best be met by contracting with KJ Consultants at a reasonable cost that is within the Department's budget; and

WHEREAS, the estimated cost for the remainder of Fiscal Year 2018-2019 is Fifty Five Thousand Dollars ($55,000.00), which funds for this expenditure are available in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with KJ Consultants for provision of fire protection engineering services on an "as-needed" basis to the Compton Fire Department for the remainder of Fiscal Year 2018-2019.

SECTION 2. That a purchase order in the amount of Fifty Five Thousand Dollars ($55,000.00) is authorized to be established for services to be rendered by KJ Consultants.

SECTION 3. That funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal Year budget, Account No. 1001-690-000-4262.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Attorney and the Fire Department.

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

ADOPTED this _____ day of _____ 2018.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROPOSAL TO PROVIDE
FIRE PROTECTION ENGINEERING SERVICES

FOR

THE CITY OF COMPTON
COMPTON FIRE DEPARTMENT PLAN REVIEW SERVICES

CODE CONSULTING GROUP, LLC
8504 Firestone Blvd, Suite #298,
Downey, CA 90241
Phone/Fax (866) 240-0371
www.codeconsultinggroup.com

IN RESPONSE TO REQUEST BY:

MR. JIMMY MCCOMBS
FIRE CHIEF
CITY OF COMPTON FIRE DEPARTMENT
201 South Acacia Avenue
Compton, CA 90220

June 26, 2018

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CODE CONSULTING GROUP, LLC. – "A BETTER WAY OF DOING BUSINESS"

Code Consulting Group is a multi-service fire protection company offering our clients a variety of services that include fire/life-safety building plan review, inspection and test of fire protection systems in all occupancies. We provide engineering services in the area of building and fire code consulting, fire protection system design and hazardous materials analysis.

What sets us apart from our competitors is our professional approach to both clients and projects. Our staff is comprised of fire protection professionals, most of who are working as Authority Having Jurisdiction (AHJ) in local municipalities. Fire protection is our core business.

As you evaluate the requirements applicable to performing your fire protection services, one question that will come to mind is who to hire to perform the work. In evaluating the companies that offer these services, consider their qualifications and expertise. For many companies, fire protection engineering and systems testing activities is a sideline to their primary business. We are professionals, experienced and qualified to perform a wide variety of your fire protection activities. Our full service capabilities allow you to eliminate the inconvenience of locating and contracting with multiple vendors.

STATEMENT OF PROFESSIONAL QUALIFICATIONS

Code Consulting Group, LLC was established in 2004 to provide a variety of fire protection engineering and fire/life-safety consultation services. Our staff is well educated and trained in multiple aspects of the fire protection industry.

The close attention given to each project and the use of skilled professionals results in a quality product and an on-schedule project completion for our clients. All personnel performing work for Code Consulting Group are well trained and knowledgeable with minimum of eight years of practical experience.

Code Consulting Group is a privately owned fire protection engineering and code consulting company. Our offices are staffed with a library that contains the latest edition of reference documents such as the NFPA Codes, UL Directories, Factory Mutual loss control data sheets, ASTM manuals, Building Codes, Fire Codes, as well as many other fire protection textbooks, pamphlets and magazines. We also have an extensive array of product submittal catalogs from the leading manufacturers of fire protection devices, equipment and accessories, for both passive and active systems equipment. Our office is also equipped with computers that support word processing software packages (such as WORD) and other Microsoft Office Software), EXCEL, Using HydraCAD's.

As a result of our commitment to providing fire protection consulting, we have grown to become one of the most sought after consulting companies in the State of California.

FIRE PROTECTION ENGINEERING SERVICES

Our services are beneficial to Architects, Engineers, Municipal Agencies, and others that require fire protection engineering and fire/life-safety code analyses. These services can be utilized to coordinate fire protection engineering and fire/life-safety tasks, incorporating the various professional disciplines and trades throughout all phases of project development and construction.

CODE CONSULTING SERVICES encompass activities that include fire protection engineering and fire/life-safety studies, building and fire code compliance reviews and analyzing facilities relative to the proposed use. These services include liaison activities between the client and the authority having jurisdiction with respect to building features, acceptable alternative and/or equivalent methods of code compliance. Identify deficiencies and provide reasonable solutions to strict code compliance in accordance with applicable codes.

DESIGN REVIEW SERVICES incorporate the design review of passive and active fire protection systems. Passive systems include building and hazard separation, fire rated construction for floors, and penetrations, also the selection and placement of exit components. Active systems describe fire detection, and suppression systems. Additional design review support includes specification analysis, review of shop drawings, equipment data sheets, value engineering, oversight of installation, and acceptance testing.

HAZARD ANALYSIS SERVICES includes analysis of fire, explosion processes and other special hazards. These assessments examine mandated requirements, industry practices, recommendations, and includes probability versus risk determinations.

EXPERT TECHNICAL ASSISTANCE

- Non-structural Fire/Life-Safety Building Plan Review Of Architectural Plans For Various Complex Occupancies For Complete Projects Or Tenant Improvements
- Fire Alarm System Plan Review
- Provide Effective And Efficient Application Of The Locally Enforced Building Code, Fire Code, Regulations And Standards
- Fire Sprinkler Design Review (including Large Drop, EC, ELO, VELO & ESFR)
- High Pile Storage Plan Review and Compliance Consulting
- Hazardous Materials Storage And Use Evaluation
- Hazardous Occupancy Compliance Consulting
- Engineered Fire Protection System Plan Review
- Code Consultation And Interpretation Research
- Fire Code Ordinance Development
- On-Site Construction Field Inspection And Documentation Services
- Annual High Rise Building Inspection

SCOPE OF SERVICES TO THE CITY OF COMPTON

Code Consulting Group, LLC is able to provide the City of Compton with the full scope of professional services for the review of residential, commercial and industrial building plans and fire suppression, detection and alarm systems plans, including expedited and third party review service.

In addition to providing your comprehensive total solution for fire/life-safety building plan review, we understand the need for, and are able to provide the following:
(Scope of Services to the City of Compton – Continued)

- Provide written plan review reports;
- Hold meeting*, answer inquiries and phone calls as needed;
- Perform duties in compliance with the City's latest adopted (and amended) California Building, Mechanical, Electrical, Plumbing, Fire and Life Safety Codes. Disabled Access, Energy, Noise Attenuation and Structural Engineering Standards relating to and regulating new construction, additions and remodels;
- Incorporate requirements from other City departments, divisions, and agencies (i.e., Planning, Engineering, Fire Chemical Control, and Health Department etc.) relative to specific jurisdictional requirements.
- Be available to confer with applicants and City staff at City Hall by telephone, e-mail and fax during all normal business hours;
- Provide pick-up and delivery services using GSO and/or FedEx to pick-up and deliver from City Hall to our Brea offices regularly or when necessary;
- Upon prior notice, the company's partners will be available to meet with City of Compton Staff*, and
- Training can be provided to City of Compton with prior notice and scheduling. Fees for training will vary and are negotiable.

** The areas listed above are subject to CCG's rates for onsite visits and training. The overall proposed cost is subject to increase based on the educational topic, and number of visits needed to complete the required regulatory hours.*

BENEFITS TO CITY OF COMPTON

- The single source for an Authority Having Jurisdiction (AHJ) in performing inspections, witnessing testing and servicing ALL fire protection systems.
- Code Analysis Reports that can be adapted to meet the municipality's needs.
- Certified by the Authority Having Jurisdiction (AHJ) to perform inspection and testing on fire protection systems.
- Active membership and participation in the major building and fire code organizations.

PLAN CHECK TURNAROUND

Code Consulting Group (CCG) shall perform plan review in accordance with the City's adopted model codes, City Ordinance and other regulations. CCG can receive plan check packages from the City by GSO. On conclusion of plan check, CCG will send packages to the City via U.S. Postal Service, United Parcel Services, Federal Express, or other common carrier. In urgent cases we will make arrangements to pick up plans through a courier.

(Plan Check Turnaround – Continued)

CCG will endeavor to maintain a quick turnaround for all plan checks. For most residential additions tenant improvements, single-family dwellings, the initial plan check will be concluded in five (5) to ten (10) workdays. Similarly back-checks will be reviewed within a similar period or less. Larger commercial and industrial projects may take ten (10) workdays with a maximum of twenty-one (21) workdays for initial plan check and similar periods for back-check or less. The turnaround time, however, also has a direct relationship to the complexity of the project, quality and completeness of the drawings and specifications.

- Most Plan Reviews Will Be Completed Within Ten Business Days.
- Only 48-hour Advance Notice Required For Most Field Inspections.
- Rapid Plan Turnaround And Weekend Inspections Are Available For Additional Fees,

Over-The-Counter and In-House Plan Review Services Provided (As Needed) That Include the following:

- At the public counter and on the telephone advise and assist the general public including architects, engineers, contractors, developers and homeowners with technical information concerning building/sprinkler/alarm requirements and procedures to comply with State, County and City laws, building and fire codes.
- Review plan submittals to determine completeness of necessary documents and general compliance with building/fire codes and other Municipal, State and City requirements.
- Read and interpret portions of plans for building/sprinkler/alarm projects and advises the public at the counter and by telephone on matters pertaining to applicable codes, construction plan requirements, Department regulations, policies and standards.
- Perform non-structural fire and life-safety plan review of building plans, sprinkler and fire alarm alterations. Issue appropriate conditions of approval necessary for obtaining a fire permit.
- Coordinate routing, filing and logging of plans to appropriate sections and units.
- Coordinate sending and receiving plans to third party vendors.
- Update software/database entries with current plan review status
- Attend all necessary city meetings and other meetings as required relative to the plans examiner job functions.

COMPANY REFERENCES

Garden Grove Fire Department
Thanh Nguyen
Sr. Fire Protection Specialist
11301 Acacia Parkway
Garden Grove, CA 92842
714-741-5628

Chino Valley Independent Fire District
Ryan Dacko
Deputy Fire Marshal
2005 Grand Avenue
Chino Hills, CA 91709
909-902-5280

City of Orange Fire Department
Ian MacDonald
Deputy Fire Marshal
176 S. Grand
Orange, CA. 92866
714-288-2541

PROJECT MANAGEMENT TEAM

Kevin J. Hobby
Chief Executive Officer
Founding Partner
Phone: (714) 223-0074
Cellular: (562) 556-2213

Bernard T. McDuel
President
Founding Partner
Phone: (714) 223-0074
Cellular: (310) 863-0255

TECHNICAL TEAM MEMBERS

Carl Baust, P.E.
Matthew Bernard
Miles Bonner
Pat Brock, P.E.
James Carver
Kevin Hobby
Ward Kinsman
Craig Jackson
Bernard McDuel
Mansoor Moshrefi

SCHEDULE OF FEES

Fees Effective December 1, 2016
(Subject to Change)

▪ California Licensed Professional Civil Engineer ▪ California Licensed Professional Electrical Engineer ▪ California Licensed Professional Mechanical Engineer ▪ California Licensed Professional Structural Engineer ▪ California Licensed Fire Protection Engineering Services	$81.00 per hour
▪ Plan Review – Building and Fire Protection, Hazardous Materials and High Piled Stock	$81.00 per hour
▪ Plan Review Expedite Service (Prior Consultant approval required for each review) Five Day Turn-a-round	$93.00 per hour

Consultation

▪ Meetings - (minimum 6 hours per day for on-site meetings)	$81.00 per hour
▪ Telephone* - (minimum 30 minute charge)	$81.00 per hour
▪ Other Consultant - * Charges shall not accrue for telephone consultation regarding clarification of comments from a completed Consultant plan review, report or analysis.	$81.00 per hour
▪ Contract plans examiner services (as needed) at Fire Department Headquarters)	$81.00 per hour

Our goal is to provide quick turn-around for all plan checks for the City of Compton. We will follow any established plan check fee schedule of the City of Compton. Alternately, we will be glad to negotiate the most cost effective fee schedule for the City of Compton

BILLING

- Fire Protection Plan Review:
- Billing for services shall be as follows:
- Plan Review services shall be billed by invoice upon initial plan review.
- Amount owed shall be due thirty (30) calendar days from date of said invoice.
- A minimum of one hour fee applies to all services
- Fees are billed on the quarter hour after the first hour.
- All plans, calculations and documentation must be complete at time of submittal.
- Expedited plan review fees apply to each expedited review (including re-submittals).
- Re-submittals must be received within 1 year of last review.

ANNUAL ADJUSTMENT TO THE RATE SCHEDULE (PRICES)

Auto expense incurred pursuant to this contract will be billed on the basis of mileage driven. The charge for mileage will be based upon the optional standard mileage rate as established by the Internal Revenue Service.

All increases are subject to negotiation between Code Consulting Group LLC and the City of Compton.

REIMBURSABLE EXPENSES

- Business License/Tax – Actual costs incurred for obtaining City required business license or City business tax charges.
- Expedited Shipment – Actual postage and shipping costs incurred via U.S. Postal Service, express mail, Federal Express overnight mail, United Parcel Service overnight mail, or similar carrier.
- Expedited shipments must be previously authorized by the City for each shipment.
- Report Duplication – Actual costs incurred for multiple copies of reports. Publication costs for printing of first copy of report is not reimbursable.

INSURANCE

Code Consulting Groups, LLC carries all required insurances including Automobile, General Liability and Professional Liability Insurances (Errors and Omissions). The insured amounts are as per the City's requirements. (See Appendix)

APPENDICES

i.) Code Consulting Group, LLC Insurances
ii.) Code Consulting Group, LLC Organizational Chart
iii.) Code Consulting Group, LLC Technical Staff Profiles

i) Insurances

CODEC-1 OP #11.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Loomis Insurance Services PO BOX 3128 Riverside, CA 92519	CONTACT NAME: Roberta Rosas PHONE (A/C, No, Ext): 951-685-7478 FAX (A/C, No): 951-685-0665 E-MAIL ADDRESS: rrosas@loomis4insurance.com
INSURED Code Consulting Group, LLC 8504 Firestone Blvd, #298 Downey, CA 90241	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide Insurance Company — 42579 INSURER B : Nationwide Insurance Company — 42579 INSURER C : Philadelphia Insurance Company INSURER D : State Compensation Ins Fund — 35076 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	ACP BPO 7875097769	07/02/2018	07/02/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		ACP3036777987	08/02/2017	08/02/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1932104-2018	03/16/2018	03/16/2019	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab			PHSD1349135	07/02/2018	07/02/2019	Claim Agg	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Compton is named as Additional Insured but only with respects to work performed by or on behalf of the Named Insured. Waiver of Subrogation is hereby granted in favor of The City of Compton for GL Coverage. Coverage is Primary and Non-Contributory

CERTIFICATE HOLDER

City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roberta R. Rosas

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MUNICIPALITIES OR PUBLIC AGENCY – INSURED PROVIDING PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Section II. WHO IS AN INSURED:

The municipality and/or public agency designated in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused ,in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your operations, other than the rendering of or the failure to render professional services, advice of instruction, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of the municipality and/or public agency designated in the Schedule of this endorsement, whether or not such negligence has been assumed by you in a contract or agreement.

All terms and conditions of this policy apply unless modified by this endorsement.

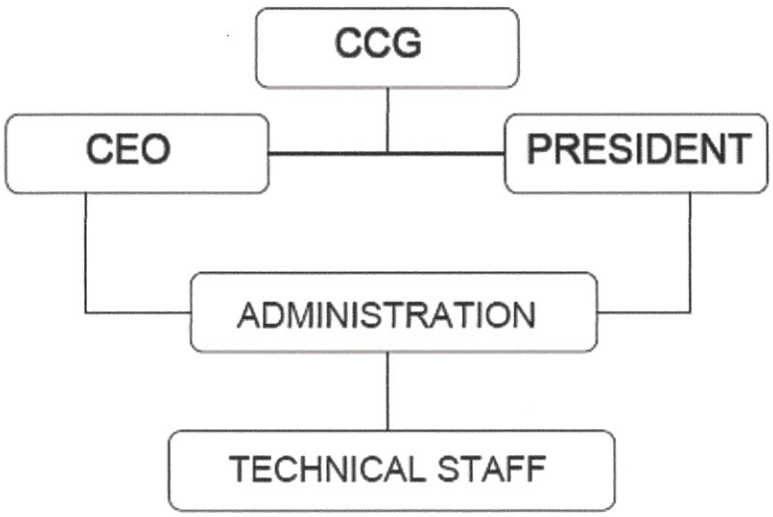
SCHEDULE

Municipality and/or Public Agency:
CITY OF COMPTON

205 S WILLOWBROOK AVE
COMPTON CA 902203134

ii) Organizational Chart

ORGANIZATIONAL CHART



iii) Technical Staff Profiles

TECHNICAL STAFF PROFILES

(Listed In Alphabetical Order)

Code Consulting Group has the industry's best team of technical and support staff working together to exceed our client's expectations. Our knowledge, experience and integrity make for a smooth process and successful execution.

Carl Baust, P.E.
Matthew Bernard

Miles Bonner

Pat Brock, P.E.

James Carver

Kevin Hobby

Craig L. Jackson, SET

Ward Kinsman

Bernard T. McDuel

Mansoor Moshrefi, P.E.

CCG TECHNICAL STAFF

8504 Firestone Blvd., #298
Downey, CA 90241
Phone: (866) 240-0461

	Architectural	Underground Fire Main	Fire Sprinkler/Stand Pipe	Fire Alarm	Special Ext. Systems	Hazardous Materials	High Piled Storage	Fire Pump	Professional Engineer
CARL BAUST, P.E., SET		✖	✖	✖	✖	✖		✖	✖
MATTHEW BERNARD	✖			✖					
MILES BONNER	✖						✖		
PAT D. BROCK, P.E.		✖	✖					✖	✖
JAMES CARVER		✖	✖	✖	✖	✖		✖	
KEVIN J. HOBBY	✖					✖	✖		
CRAIG L. JACKSON, SET		✖	✖					✖	
WARD KINSMAN		✖	✖	✖	✖			✖	
BERNARD T. MCDUEL	✖		✖		✖	✖	✖	✖	
MANSOOR MOSHREFI		✖	✖	✖	✖			✖	✖

COVER LETTER

Jim McCombs
Compton Fire Department and Fire Prevention Division
201 S. Acacia Avenue
Compton, CA 90220

RE: REQUEST FOR FEE PROPOSAL FOR FIRE PLAN REVIEW SERVICES

West Coast Code Consultants, Inc. (WC³) is pleased to present the City of Compton with our fee proposal for fire plan review services. Our firm has a professional proven record of providing the services you are soliciting. We are uniquely qualified to provide services from our office in Yorba Linda, and can utilize technical and personnel resources from our offices throughout California including Sacramento, South San Francisco, and the Western United States.

WC³ is a team of professionals including certified licensed fire protection engineers, fire marshals, and fire plans examiners who have extensive knowledge and experience working within City, County, special districts, departments, and State jurisdictions. Our team specializes in the implementation of building codes, fire codes, and nationally recognized fire and life safety standards. A history of focusing on providing excellent customer service and solution based results, serves as key principles in how we conduct our work for our client, the design team, and the project owner. Our key strategies are as follows:

- Perform quality **plan reviews that meet or beat the required turnaround times.**
- Furnish **accurate and responsive** plan reviews to ensure compliance with State Codes and City Standards.
- Provide all services in a **cost-effective** manner.
- Provide the **highest level of customer service** for city departments and the City of Compton's Fire Department staff.
- Balance the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency.**

We propose Mr. Chris Kimball, as our Project Manager for your city. He can be reached at 801.682.5031 or ChrisK@wc-3.com. I will remain available at any time should the City of Compton require additional support. I am authorized to contractually bind WC³. In addition, should you have any questions or require further information, please do not hesitate to contact me at (925) 766-5600 or giyan@wc-3.com.

This proposal shall remain valid for a period of not less than ninety (90) days from the submittal date.

Thank you for considering WC³ for your city. We look forward to working with you and your staff, and are confident in delivering outstanding service and technical excellence for the City of Compton.

Sincerely,
West Coast Code Consultants, Inc.

Giyan A. Senaratne, PE, SE, LEED AP, CASp
Principal/CEO
giyan@wc-3.com | www.wc-3.com
2400 Camino Ramon, Suite 240 | San Ramon, CA 94583
T: 925.275.1700 or C: 925.766.5600

FIRE PLAN REVIEW

Plan Review Turnaround Schedules

Our comprehensive plan reviews are returned promptly to meet your cities needs. WC³ will commit to completing plan reviews within the time-line expectations required by the city. Our typical turnaround times are ten (10) business days for an initial review and five (5) business days for any follow-up reviews. For extraordinarily complex projects, WC³ will immediately contact the city and agree on an appropriate turnaround time prior to starting the review.

Expedited Plan Review

Accelerated plan review can be accommodated upon request from the jurisdiction. Our typical expedited plan review schedule is five (5) business days for an initial review and three (3) business days for any follow-up reviews.

Electronic Plan Review

WC³ will provide electronic plan review for electronic submittals and processing when requested. Should you request documents be transported electronically or tracked electronically, WC³ provides a web-based electronic document management system which allows applications to be 100% paperless. Our eProcess360 system allows applicants to submit plans and documents electronically, and much more. WC³ can easily train City staff regarding submittals, processing, and issuance of projects reviewed electronically. WC³ has the ability to review, mark-up and transport plans of any size electronically.

Transportation of Plans

For any hard copy plans that need to be transported from your municipality to and from our offices we have an established Courier account. Plans are transported by overnight service to ensure all project deadlines are maintained.

Pick-up and delivery fees are not charged to the City but hand delivered or processed through WC³'s established account.

REFERENCES

▸ CITY OF REDWOOD CITY

CONTACT: Dave Pucci, Deputy Chief
1017 Middlefield Road Redwood City, CA 94063
650.780.7400
dpucci@redwoodcity.org
SERVICES: Fire Plan Review, Interim Fire Marshal, and Fire Inspections
DATE: 2011—Ongoing

▸ CITY OF SOUTH SAN FRANCISCO

CONTACT: Craig Lustenberger, Acting Fire Marshal
400 Grand Avenue South San Francisco, CA 94080
650.829.6645
craig.lustenberger@ssf.net
SERVICES: Fire Plan Review
DATE: 2016—Ongoing

▸ CITY OF SAN CARLOS

CONTACT: Christopher Valley, MPA, CBO, Building Official
600 Elm Street San Carlos, CA 94070
650.802.4262
cvalley@cityofsancarlos.org
SERVICES: Fire Plan Review
DATE: 2015—Ongoing

▸ LIVERMORE-PLEASANTON FIRE DEPARTMENT

CONTACT: Ryan Rucker, MPA, Depute Chief/Fire Marshal
3560 Nevada St. Pleasanton, CA 94566
925.454.2330
RRucker@lpfire.org
SERVICES: Fire Plan Review
DATE: 2016—Ongoing

▸ OFFICE OF THE STATE FIRE MARSHAL (CAL FIRE)

CONTACT: Spencer Meyer Supervising Deputy State Fire Marshal
1131 S Street Sacramento CA 95811
916.322.3577
spencer.meyer@fire.ca.gov
SERVICES: Fire Plan Review, Fire Sprinklers & Alarm Review, Fire Suppression System Review
DATE: 2017—Ongoing

FEES AND COSTS

Fire Plan Reviews

WC³ proposes the plan review fee shown in the hourly rate schedule below to the City of Compton with a mutually acceptable not-to-exceed amount.

Alternatively, if the city prefers we can provide a rate as a percentage of the fees collected.

Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals will be completed on an hourly basis with a mutually acceptable not-to-exceed amount.

For expedited or fast-track projects requested by the City of Compton, we propose the fee shown in the hourly schedule below with a mutually acceptable not-to-exceed amount.

Non Prevailing Wage Hourly Schedule of Billing Rates*	
Task	**Hourly Billing Rate**
Plan Review	**$125.00**
Expedited Plan Review	**$187.50**

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
KJ CONSULTANTS

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **KJ CONSULTANTS** (hereinafter referred to as **"CONSULTANT"**) located at 12340 Seal Beach Boulevard, Suite B-131, Seal Beach, California 90740.

RECITALS:

WHEREAS, the Compton Fire Department requires the assistance of a qualified and experienced engineering firm to review building plans to ensure compliance with all applicable fire codes and regulations; and

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

WHEREAS, on _____, 2018, the Council adopted Resolution No. _____, authorizing a professional services agreement with the Consultant to provide building plan review services for the Compton Fire Department on an "as-needed" basis for the remainder of Fiscal Year 2018-2019; and

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

NOW, THEREFORE, Consultant and City (collectively the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and provide fire protection engineering plan review services on an "as-needed" basis in accordance with the current California Building Code, California Fire Code, NFPA Standards and all applicable City of Compton regulations, standards and policies for review of residential, commercial and industrial building plans and fire suppression, detection and alarm systems plans, including expedited and third party review services, as more specifically described within Consultant's **"Proposal to Provide Plan Review Services"** dated June 11, 2018, which is incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill

ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

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

Susan Privitera-Johnson Owner of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Ronerick Simpson, Fire Chief, or his authorized designee shall be primarily responsible for representing the City in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services upon receipt of Notification to Proceed and continue in a diligent and professional manner until each of the services assigned to be rendered are complete. This Agreement shall expire as of June 30, 2019, or when the authorized compensation has been exhausted, whichever occurs first, unless terminated earlier. Consultant services shall be provided on an **"as-needed" basis** as determined by the City.

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **Consultant's "Schedule of Fees"**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Fifty Five Thousand Dollars ($55,000.00).** Except as to those "Reimbursable Expenses" specified in Consultant's **Proposal"** and agreed to by the City, 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 Parties**.**

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay

will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Fire Chief of Compton Fire Department** at the following address: **City of Compton, 201 South Acacia Avenue, Compton, California 90220.**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its

officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

Consultant shall ensure any and all subconsultants and subcontractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

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

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

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

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

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

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Susan Privitera-Johnson Owner **Date**

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

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

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

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

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

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

26. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

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

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

To Consultant:
KJ Consultant
12340 Seal Beach Boulevard, Suite B-131
Seal Beach, California 90740
Attn: Susan Privitera-Johnson Owner
(562) 600-0122

To City:
City of Compton
201 South Acacia Avenue
Compton, California 90220
Attn: Fire Chief, Compton Fire Department
(310) 605-5670
(310) 632-8414 – fax.

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

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

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

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

KJ CONSULTANTS
CONSULTANT

Dated: _____

By _____
Susan Privitera-Johnson Owner

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By _____**
Ronerick Simpson, Fire Chief
Compton Fire Department

Approved By:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

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

ATTEST:

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

June 11, 2018

City of Compton-Fire Department
Attention: Jim McCombs, Deputy Fire Chief
201 South Acacia Avenue
Compton, California 90220

Chief McCombs-

I want to thank you in advance for an opportunity to provide you with a proposal for providing plan review services, for the City of Compton-Fire Department's, Fire Prevention Bureau.

As requested, I have attached a cost proposal. In addition, I have included a company description, and a list of client references.

Please feel free to contact me directly via electronic mail at kurt@kjconsultants.net, or via telephone at the office at 562.600.0122, or via cellular telephone at 562.900.3430.

Thank you again for the opportunity.

Kurt Johnson
Principal

KJ Consultants
12340 Seal Beach Boulevard-Suite B-131 Seal Beach, California 90740

Cost Proposal

Plan Review Services:

Option 1:

The City of Compton will contact KJ Consultants via electronic mail and/or telephone to notify of the need for a plan review to be completed. KJ Consultants will respond to the City of Compton, for checking out and picking up of the plans, in order to be completed at the KJ Consultants office. KJ Consultants will complete the plan review within 48 hours. KJ Consultants will respond to the City of Compton, for dropping off and checking in of the plans.

Travel time is billed at $35.00 per hour (or portion thereof).
Mileage is not billed.
Plan Review time is billed at $50.00 per hour (or portion thereof).

Option 2:

The City of Compton will contact KJ Consultants via electronic mail and/or telephone to notify of the need for a plan review to be completed. KJ Consultants will respond to the City of Compton, and complete the plan review on site within 72 hours.

Travel time is billed at $50.00 per hour (or portion thereof).
Mileage is not billed.
Plan Review time is billed at $50.00 per hour (or portion thereof).

Company Description

Name of the Company	KJ Consultants
Principal Place of Business	12340 Seal Beach Boulevard-Suite B-131 Seal Beach, California 90740
Telephone Number	562.600.0122
Business Owner	Susan Privitera-Johnson susan@kjconsultants.net 562.743.3430
Plan Review Principals	Ricardo Barboza Alvin Cuna Kurt Johnson Daniel Sifuentes

KJ Consultants is a female owned, small business, providing full service fire prevention bureau services, including but not limited to plan reviews and inspections. In addition, we provide code consulting and fire investigations, as well as assignment or program management, and personnel (FBOR) investigations.

In addition, we provide emergency management preparedness planning, training, and exercises to local and State entities, in public safety, transportation, public health, education, and emergency management agencies, as well as corporate business partners.

We also deliver a full range of California State Fire Marshal (CSFM/SFT), State of California-Police Officer Standards and Training (POST), and California Office of Emergency Services (Cal-OES) courses. Our courses are taught by qualified experts, all who have decades of practical experience, and are subject matter experts in their industry. Many of our principals and partners are involved beyond the classroom, in the design and development of course curriculum in most new courses and programming at the State level in emergency management.

KJ Consultants also provide threat assessments and infrastructure protection planning.

A review of our principals and partners revealed no potential conflict of interest.

Client References

City of Berkeley
Berkeley Fire Department
Office of Emergency Services
Sarah Lana, Emergency Services Coordinator
2100 Martin Luther King Junior Way-Second Floor
Berkeley, California 94704
510.981.5576 Office
slana@cityofberkeley.info

State of California
Governor's Office of Emergency Services
California Specialized Training Institute
Training, Support, and Compliance Section
Michael Brady, Senior Emergency Management Coordinator
10 Sonoma Avenue-Building 904
San Luis Obispo, California 93405-7605
805.431.3079 Cellular
michael.brady@caloes.ca.gov

Vernola Safety and Security Group, LLC
Raquel Vernola, President
13640 Pioneer Boulevard
Norwalk, California 90650
562.754.1326 Cellular
rvernola@vsafety.net

AEG Facilities
Los Angeles Convention Center
Security and Guest Services
Ruben Lechuga, Vice President
1201 South Figueroa Street
Los Angeles, California 90015
213.718.7515 Cellular
rlechuga@lacclink.com

Turlock Irrigation District-Emergency Management Department
Jason Hicks, Director of Security and Emergency Management
333 East Canal Drive
Turlock, California 95381
209.883.8359
jshicks@tid.org

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT ($55,000)**

Ronerick Simpson — **8/1/2018 5:41:56 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **9/10/2018 10:43:56 PM**
CITY ATTORNEY — DATE

Rafaela King — **9/6/2018 11:14:50 AM**
CITY CONTROLLER — DATE

Cecil Rhambo — **8/8/2018 5:32:22 PM**
CITY MANAGER — DATE

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

September 18, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO UPGRADE THE CITY'S FIREWALL AND CORE NETWORK ($59,681.32)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an agreement with and establish a purchase order in the amount of Fifty Nine Thousand Six Hundred Eighty One Dollars and Thirty-Two Cents ($59,681.32) for Fifty Two Consulting, Inc. ("Fifty Two") for providing Network Core Redesign Installation and Configuration services to replace the current aging network.

BACKGROUND

The current network infrastructure was implemented in 2007, including the Cisco ASA 5510 firewall(s), and Cisco CORE switches. These devices are no longer capable of efficiently maintaining the City's communication requirements. The firewall(s) are end-of-life, meaning Cisco will not create updated firmware or security batches, which prevent intrusions (system attacks) on the network.

STATEMENT OF ISSUE

Network traffic is something that is getting bigger every year because of the Internet of Things, Cloud Computing and other factors. The current topology, implemented in 2007 has failed recently, causing catastrophic communication errors with critical devices on the network. The installation of a new CORE infrastructure will eliminate network outages, with up-to-date technological equipment. The City Manager wishes to:

1) Create a safe and secure way to transport the City's data
2) Provide a supporting infrastructure to support new technological initiatives including a new phone system and planned enterprise application upgrades.
3) Upgrade the City's aggregation switching (CORE) which was installed in 2007 and has stopped being supported as of January of 2014.

4) Upgrade the City's Firewall, which was installed in 2007 and has stopped being supported as of January of 2014.

The City Manager will accomplish this by acquiring and installing a Cisco Meraki Firewall and aggregation switching CORE. Once implemented, this technology solution will provide the City with protection from hackers, hardware and software breaches on stable and supported hardware. In addition to new hardware purchases, additional software feature such as Content Filtering and Unified Threat Management, will improve the City's exposure against inappropriate content, loss of employee productivity and security vulnerabilities.

The benefits for implementing this technology are as follows:

- Unified Threat Management (UTM) Solution including SD-WAN capabilities, application-based firewalling, content filtering, web search filtering and intrusion detection and prevention services.
- Significantly reduced risk of catastrophic failure.
    - The current Firewall has been obsolete since March of 2013 with software ending September 2014 and one of the two has already failed with no work around. If a failure occurs on our firewall, all internet connectivity is lost (both internal accessing outside and outside accessing internal resources).
    - The current Aggregation switching has been obsolete since April of 2013 with software ending January 2014 and one has already failed with no work around. If a failure occurs at the core aggregation switch, no one internally will be able to access the internet or perform
      day-to-day duties, as it is the central point where all servers and firewalls are connected.
- Content Filtering allows for Identity-based filtering policies and automatic signature updates
- Significantly increase the available bandwidth allowing more complex applications to traverse across the network efficiently. New applications such as Voice over IP (VoIP) will take advantage of improved bandwidth allowing the City to migrate off service provider required lines and monthly service fees.

The Information Technology Services (ITS) Division solicited proposals/quotes for providing the needed services with the following results:

Vendors	Bid Amount

BTM, Inc.	$65,205.00
Fifty-Two Consulting	$59,681.32
IT Connect	$70,552.38

The proposals/quotes received were reviewed and evaluated by staff and recommend contracting with Fifty Two for the services. Fifty Two brings IT industry leadership along with strong, experience that will enable the City to increase its bandwidth infrastructure at minimal cost by utilizing state of the art technology. Fifty Two has certified installers and engineers that will implement the technology as well as the experience to troubleshoot and optimize performance. Their depth of experience can provide these services in a coordinated and non-disruptive manner by employing a 100% 'customer focused' approach that is successful in meeting and exceeding the City's expectations, in addition to a reasonable price.

ALTERNATIVE

If this resolution is not approved, the City's equipment will at some point fail without available spare parts or support. The amount of downtime from either of these two core devices failing would be considered catastrophic.

FINANCIAL IMPACT

Funds for this expenditure have been appropriated in the Fiscal Year 2018-2019 annual budget in Account No. 1004 610 000 4269.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

GARRY D. FRANCIS
NETWORK ENGINEER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO UPGRADE THE CITY'S FIREWALL AND CORE NETWORK ($59,681.32)

WHEREAS, the current network infrastructure was implemented in 2007, including the Cisco ASA 5510 firewall(s), and Cisco CORE switches and these devices are no longer capable of efficiently maintaining the City's communication requirements. The firewall(s) are end-of-life, meaning Cisco will not create updated firmware or security batches, which prevent intrusions (system attacks) on the network; and

WHEREAS, the Information Technology Division (IT) recommends to purchase Cisco Meraki firewall and Cisco Meraki CORE switches; and

WHEREAS, IT recommends implementing a Cisco Meraki firewall and Cisco Meraki CORE switches to prevent catastrophic failures; and

WHEREAS, the objective is to accomplish the implementation of a Cisco Meraki Firewall and aggregation switching CORE and once installed, this technology solution will provide the City with protection from hackers, hardware and software breaches on stable and supported hardware. In addition to new hardware purchases, additional software feature such as Content Filtering and Unified Threat Management, will improve the City's exposure against inappropriate content, loss of employee productivity and security vulnerabilities*;* and

WHEREAS, the Information Technology Services Division solicited proposals/quotes for providing the needed services with the following results:

Vendors	Bid Amount
BTM, Inc.	$65,205.00
Fifty-Two Consulting	$59,681.32
IT Connect	$70,552.38

WHEREAS, the proposals/quotes received were reviewed and evaluated by staff and recommend contracting with Fifty Two for the services. Fifty Two brings IT industry leadership along with strong, experience that will enable the City to increase its bandwidth infrastructure at minimal cost by utilizing state of the art technology; and

WHEREAS, by selecting Fifty Two Consulting, ITS can implement a comprehensive solution with rich capabilities, the City of Compton can build reliable network infrastructure (backbone).

WHEREAS, funds for this expenditure are available in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the quote for Fifty Two Consulting in the amount of Fifty-Nine Thousand Six Hundred Eighty-One Dollars and Thirty-Two Cents ($59,681.32), for a Cisco Meraki Firewall and Cisco Meraki CORE switches is hereby accepted and all others rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an agreement with Fifty Two Consulting, Inc. for the purchase and installation a Cisco Meraki Firewall and Cisco Meraki CORE switches.

SECTION 3. That a purchase order in the amount of $59,681.32 is authorized to be established for Fifty Two Consulting, Inc. for the purchase and services to be rendered.

SECTION 4. That funds for these services are available in the 2018-2019 Fiscal Year Budget in Account No. 1004-610-000-4269 in the amount of $59,681.32.

SECTION 5. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager, City Controller, City Attorney and the Information Technology Services Division.

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

ADOPTED this _____ day of _____ 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO UPGRADE THE CITY'S FIREWALL AND CORE NETWORK ($59,681.32)**

Cecil Rhambo	**8/25/2018 8:22:25 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**9/13/2018 6:43:14 PM**
CITY ATTORNEY	DATE
Rafaela King	**9/13/2018 6:38:48 PM**
CITY CONTROLLER	DATE
Laurence Adams	**9/13/2018 9:25:06 AM**
CITY MANAGER	DATE

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

September 18, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS SUBMITTED FOR THE WILSON PARK GYMNASIUM RENOVATION PROJECT AND AUTHORIZING RE-ADVERTISEMENT

SUMMARY

Adoption of the attached resolution will reject all bids submitted and authorize re-advertisement for the Wilson Park Gymnasium Renovation Project.

BACKGROUND

The City of Compton owns certain real property located at 123 North Rose Street, commonly known as "Wilson Park." The Park's gymnasium is in need of new hardwood floors and an uplift to the entire building is required as well. This Project was to be financed using available Community Development Block Grant ("CDBG") funds.

Staff released and solicited bids for the subject Project renovate the gymnasium and recreation center; which essentially included replacement, renovations and/or repairs to the basketball court floor, mens' and womens' restrooms, office, Community Rooms 1 and 2, kitchen, storage room, and miscellaneous cosmetic work. The bid opening was held on July 19, 2018. The following bids were received:

VENDOR	AMOUNT
JT Construction	$270,785.02
Caltec Corporation	$308,000.00

STATEMENT OF ISSUE

Staff reviewed all bids received and determined that all bids exceed the current Project budget. Therefore, staff requests that the bids be rejected and be authorized to partially re-advertise the Project.

In efforts to stay within the Project budget, the re-advertisement will be limited to replacing the gymnasium floor and renovating both public restrooms to make them ADA compliant. It has been determined that most, if not all of the other work may be performed in-house by staff.

Section 1409 of the Compton City Charter provides that the City Council may reject any and all bids presented on a project and may re-advertise in its discretion.

FISCAL IMPACT

There will be no impact to the general fund.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS SUBMITTED FOR THE WILSON PARK GYMNASIUM RENOVATION PROJECT AND AUTHORIZE RE-ADVERTISEMENT

WHEREAS, the City of Compton owns certain real property located at 123 North Rose Street, commonly known as "Wilson Park"; and

WHEREAS, the park's gymnasium is in need of new hardwood floors and an uplift to the entire building is required as well; and

WHEREAS, this project was to be financed using available Community Development Block Grant ("CDBG") funds; and

WHEREAS, staff solicited bids for the subject project and the bid opening was held on July 19, 2018. The following bids were received:

VENDOR	**AMOUNT**
JT Construction	$270,785.02
Caltec Corporation	$308,000.00

WHEREAS, City staff has reviewed all bids received and determined that all bids exceed the current project budget; therefore, staff request that Council reject all bids and authorize partial re-advertisement of the Project just for replacement of the gymnasium floor and renovation of both public restrooms to make ADA compliant and other work be performed by in-house staff; and

WHEREAS, Section 1409 of the Compton City Charter provides that the City Council may reject any and all bids presented on a project and may re-advertise in its discretion.

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

Section 1. That all bids submitted to the City for the Wilson Park Gymnasium Renovation Project are hereby rejected.

Section 2. That General Services Department staff is authorized to re-advertise the Project for the replacement of the basketball court flooring and renovation of both the mens' and womens' public restrooms to make them ADA complaint.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, General Services, and Parks and Recreation Department.

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **General Services**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS FOR THE WILSON PARK GYMNASIUM RENOVATION PROJECT AND AUTHORIZE RE-ADVERTISEMENT**

Van Wilson **8/28/2018 7:10:07 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **9/13/2018 3:10:35 PM**
CITY ATTORNEY DATE

Rafaela King **9/5/2018 10:11:01 PM**
CITY CONTROLLER DATE

Laurence Adams **8/29/2018 9:55:04 AM**
CITY MANAGER DATE

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

September 18, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

SUMMARY

Adoption of the attached resolution will fix the City of Compton's monthly health insurance contribution rate for current City employees and annuitants at the amount of One Thousand Six Hundred Eight Dollars and Forty Six Cents ($1,608.46), effective as of January 1, 2019.

BACKGROUND

Pursuant to Section 22920 of the California Government Code, the City of Compton is a contracting agency of the California Public Employees Retirement System ("CalPERS") and subject to the Public Employees' Medical and Hospital Care Act (the "Act"). Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution. Additionally, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act.

STATEMENT OF ISSUE

The Board of Administration of CalPERS adopted changes to the monthly premium rates and benefits that decreases the City's maximum monthly contribution rate effective January 1, 2019, (Kaiser full-family rate, Los Angeles Area Region) from $1,671.02 to $1,608.46 (see attached "Exhibit A").

The City is required to notify the Health Benefits Division of CalPERS of the City's rates of contribution for health insurance on behalf of all employees. This action is required so that the appropriate deduction can be made for employees, retirees and/or annuitants.

The new contribution rate for all employee groups/organizations, unrepresented employees and retirees will be reported by resolution as follows:

Code	Employment Category	Maximum Monthly Contribution Rate
002	Compton Firefighters	$1,608.46
004	Management	$1,608.46
011	Police Lieutenants	$1,608.46
012	Police Officers	$1,608.46
013	Emergency Dispatchers	$1,608.46
014	Police Captains	$1,608.46
015	Non-Supervisory	$1,608.46
017	Maintenance & Trades	$1,608.46
018	Public Safety Auxiliary	$1,608.46
019	Unrepresented Employees	$1,608.46

While all the employee organizations identified-above are not currently active in the City, for reporting purposes, CalPERS prefers that the categories remain the same because City has retirees who are still listed in these categories. The new contribution rates are effective as of January 1, 2019, pursuant to Section 22892 of the Government Code.

FISCAL IMPACT

There is an average 3.74% premium decrease in the rate which determines the City's contribution towards health insurance. Funds for health premiums were included in the FY 2018-2019 Budget.

RECOMMENDATION

It is recommended that the attached Resolution be adopted by the City Council.

**CECIL W. RHAMBO
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, pursuant to Section 22920 of the California Government Code, the City of Compton is a contracting agency of the California Public Employees Retirement System ("CalPERS") and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution. Additionally, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, the Board Of Administration of CalPERS adopted changes to the monthly premium rates and benefits that will decrease the City's maximum monthly contribution rate effective January 1, 2019 (Kaiser full-family rate, Los Angeles Area Region) from $1,671.02 to $1,608.46 (see attached "Exhibit A"); and

WHEREAS, the City is required to notify the Health Benefits Division of CalPERS of the City's rates of contribution for health insurance on behalf of all employees so that the appropriate deduction can be made for employees, retirees and/or annuitants; and

WHEREAS, the City of Compton desires to continue providing for its employees, retirees and/or annuitants the benefit of the Act and to accept the liabilities and obligation of an employer under the Act and regulations.

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

Section 1. That the employer contribution for each employee and annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution
002 Firefighters	$1,608.46
004 Management	$1,608.46
011 Police Lieutenants	$1,608.46
012 Police Officers	$1,608.46
013 Emergency Dispatchers	$1,608.46
014 Police Captains	$1,608.46
015 Non-Supervisory	$1,608.46
017 Maintenance & Trades	$1,608.46
018 Public Safety Auxiliary	$1,608.46
019 Unrepresented Employees	$1,608.46

Plus administrative fees and Contingency Reserve Fund assessments.

Section 2. That the City of Compton has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Section 3. That the participation of the employees and annuitants of City of Compton shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Compton would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

Section 4. That the City Council appoints and directs, and it does hereby appoint and elect, the City Manger to file with the Board of Administration of the California Public Employees Retirement System, a verified copy of this Resolution, and to perform on behalf of the City of Compton, all functions required of it under the Act and regulations of the Board of Administration.

Section 5. That the new contribution rate will become effective January 1, 2019.

Section 6. That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the Human Resources Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

CalPERS 2019 Monthly Premiums for Contracting Agencies
Los Angeles Area Region
Los Angeles, San Bernardino, Ventura

Actives and Annuitants

Effective Date: 1/1/2019 - 12/31/2019

Basic Monthly Rate (B)

PLAN	Employee Only	Plan Code	Party Rate	Employee & 1 Dependent	Plan Code	Party Rate	Employee & 2+ Dependents	Plan Code	Party Rate
Anthem HMO Select	$627.07	413 1	1	$1,254.14	413 2	2	$1,630.38	413 3	3
Anthem HMO Traditional	878.48	402 1	1	1,756.96	402 2	2	2,284.05	402 3	3
BSC Access+	669.75	144 1	1	1,339.50	144 2	2	1,741.35	144 3	3
Health Net Salud y Más	356.50	443 1	1	713.00	443 2	2	926.90	443 3	3
Health Net SmartCare	584.27	408 1	1	1,168.54	408 2	2	1,519.10	408 3	3
Kaiser Permanente	618.64	306 1	1	1,237.28	306 2	2	1,608.46	306 3	3
PERS Choice	654.50	321 1	1	1,309.00	321 2	2	1,701.70	321 3	3
PERS Select	420.77	080 1	1	841.54	080 2	2	1,094.00	080 3	3
PERSCare	843.78	326 1	1	1,687.56	326 2	2	2,193.83	326 3	3
PORAC	774.00	207 1	1	1,623.00	207 2	2	2,076.00	207 3	3
UnitedHealthcare	669.61	428 1	1	1,339.22	428 2	2	1,740.99	428 3	3

Supplement/Managed Medicare Monthly Rate (M)

PLAN	Employee Only	Plan Code	Party Rate	Employee & 1 Dependent	Plan Code	Party Rate	Employee & 2+ Dependents	Plan Code	Party Rate
Anthem Medicare Preferred Health Only	$357.44	271 1	4	$714.88	271 2	5	$1,072.32	271 3	6
Anthem Medicare Preferred[1] Health/Dental/Vision	357.44	166 1	4	714.88	166 2	5	1,072.32	166 3	6
Kaiser Senior Adv	323.74	316 1	4	647.48	316 2	5	971.22	316 3	6
Kaiser Senior Adv/Dental[2]	323.74	493 1	4	647.48	493 2	5	971.22	493 3	6
PERS Choice Med Supp	360.41	331 1	4	720.82	331 2	5	1,081.23	331 3	6
PERS Select Med Supp	360.41	081 1	4	720.82	081 2	5	1,081.23	081 3	6
PERSCare Med Supp	394.83	336 1	4	789.66	336 2	5	1,184.49	336 3	6
PORAC Med Supp	513.00	208 1	4	1,022.00	208 2	5	1,635.00	208 3	6
UnitedHealthcare Grp Med Adv/PPO Health Only	299.37	382 1	4	598.74	382 2	5	898.11	382 3	6
UnitedHealthcare[3] Grp Med Adv/PPO Health/Dental/Vision	299.37	383 1	4	598.74	383 2	5	898.11	383 3	6

[1]Dental and Vision coverage is an additional $38.00 per member per month premium. You will be billed directly for this amount.
[2]Dental benefit is an additional $15.05 per member per month premium. You will be billed directly for this amount.
[3]Dental and Vision coverage is an additional $27.65 per member per month premium. You will be billed directly for this amount.

CalPERS 2019 Monthly Premiums for Contracting Agencies
Los Angeles Area Region
Los Angeles, San Bernardino, Ventura

Actives and Annuitants
Effective Date: 1/1/2019 - 12/31/2019

Combination Monthly Rate

PLAN	Employee in M 1 Dependent in B	Plan Code	Party Rate	Employee in M 2+ Dependents in B	Plan Code	Party Rate	Employee in M & 1 Dependent in M 1+ Dependents in B	Plan Code	Party Rate
Anthem Traditional/ Med Pref Health Only	$1,235.92	389 4	**7**	$1,763.01	389 5	**8**	$1,241.97	389 6	**9**
Anthem Traditional[1]/ Med Pref Health/Dental/Vision	1,235.92	198 4	**7**	1,763.01	198 5	**8**	1,241.97	198 6	**9**
Kaiser/Senior Adv	942.38	342 4	**7**	1,313.56	342 5	**8**	1,018.66	342 6	**9**
Kaiser/Senior Adv/Dental[2]	942.38	503 4	**7**	1,313.56	503 5	**8**	1,018.66	503 6	**9**
PERS Choice/Med Supp	1,014.91	347 4	**7**	1,407.61	347 5	**8**	1,113.52	347 6	**9**
PERS Select/Med Supp	781.18	353 4	**7**	1,033.64	353 5	**8**	973.28	353 6	**9**
PERSCare/Med Supp	1,238.61	358 4	**7**	1,744.88	358 5	**8**	1,295.93	358 6	**9**
PORAC/Med Supp	1,362.00	158 4	**7**	1,815.00	158 5	**8**	1,475.00	158 6	**9**
UnitedHealthcare/ Grp Med Adv/PPO Health Only	968.98	369 4	**7**	1,370.75	369 5	**8**	1,000.51	369 6	**9**
UnitedHealthcare[3]/ Grp Med Adv/PPO Health/Dental/Vision	968.98	370 4	**7**	1,370.75	370 5	**8**	1,000.51	370 6	**9**

Combination Monthly Rate

PLAN	Employee in B 1 Dependent in M	Plan Code	Party Rate	Employee in B 2+ Dependents in M	Plan Code	Party Rate	Employee in B & 1 Dependent in M 1+ Dependents in B	Plan Code	Party Rate
Anthem Traditional/ Med Pref Health Only	$1,235.92	389 7	**10**	$1,593.36	389 8	**11**	$1,763.01	389 9	**12**
Anthem Traditional[1]/ Med Pref Health/Dental/Vision	1,235.92	198 7	**10**	1,593.36	198 8	**11**	1,763.01	198 9	**12**
Kaiser/Senior Adv	942.38	342 7	**10**	1,266.12	342 8	**11**	1,313.56	342 9	**12**
Kaiser/Senior Adv/Dental[2]	942.38	503 7	**10**	1,266.12	503 8	**11**	1,313.56	503 9	**12**
PERS Choice/Med Supp	1,014.91	347 7	**10**	1,375.32	347 8	**11**	1,407.61	347 9	**12**
PERS Select/Med Supp	781.18	353 7	**10**	1,141.59	353 8	**11**	1,033.64	353 9	**12**
PERSCare/Med Supp	1,238.61	358 7	**10**	1,633.44	358 8	**11**	1,744.88	358 9	**12**
PORAC/Med Supp	1,283.00	158 7	**10**	1,896.00	158 8	**11**	1,736.00	158 9	**12**
UnitedHealthcare/ Grp Med Adv/PPO Health Only	968.98	369 7	**10**	1,268.35	369 8	**11**	1,370.75	369 9	**12**
UnitedHealthcare[3]/ Grp Med Adv/PPO Health/Dental/Vision	968.98	370 7	**10**	1,268.35	370 8	**11**	1,370.75	370 9	**12**

[1]Dental and Vision coverage is an additional $38.00 per member per month premium. You will be billed directly for this amount.
[2]Dental benefit is an additional $15.05 per member per month premium. You will be billed directly for this amount.
[3]Dental and Vision coverage is an additional $27.65 per member per month premium. You will be billed directly for this amount.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Human Resources**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

Jesenia Sanchez — **9/4/2018 4:31:46 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **9/13/2018 6:11:47 PM**
CITY ATTORNEY — DATE

Rafaela King — **9/6/2018 11:23:17 AM**
CITY CONTROLLER — DATE

Laurence Adams — **9/6/2018 10:38:01 AM**
CITY MANAGER — DATE

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

September 18, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT

RE: A REQUEST TO SCHEDULE A PUBLIC HEARING: ADOPTION OF ORDINANCE DECREASING MAXIMUM WEIGHT OF VEHICLE AND LOAD ON BRIDGES AT COMPTON BOULEVARD AND WILMINGTON AVENUE OVER COMPTON CREEK [Tuesday, October 2, 2018 @ 5:40 p.m.]

SUMMARY

The City Council will consider a request to schedule a public hearing on **Tuesday, October 2, 2018 at 5:40 p.m.,** to adopt, on first reading, an ordinance that decreases the maximum weight of vehicle and load that the bridges at Compton Boulevard and Wilmington Avenue over Compton Creek will sustain.

BACKGROUND

In accordance with California Vehicle Code, Sections 35750 through 35755, and pursuant to the Los Angeles County Public Works Department's ("LACDPW") request, a public hearing is needed for adoption of an ordinance decreasing the maximum weight of vehicle and load on the bridges at Compton Boulevard and Wilmington Avenue over Compton Creek.

STATEMENT OF ISSUE

The bridges at Compton Boulevard and Wilmington Avenue were built in 1918. These bridges and other City-owned bridges have been biennially inspected by the LACDPW under contract with CalTrans at no cost to the City.

Compton Public Works Department staff recently received a request from the LACDPW staff to set a public hearing and submit an ordinance to the City Council to decease the maximum weight of vehicle and load that the bridges at Compton Boulevard and Wilmington Avenue over Compton Creek will sustain (i.e. 14 tons and 20 tons for the bridges at Wilmington Avenue and Compton Boulevard, respectively).

RECOMMENDATION

Staff recommends that the Council schedule a public hearing on this matter for **Tuesday, October 2, 2018 at 5:40 p.m.**

WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

September 18, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON**

SUMMARY:

The City Council will consider adopting an ordinance which, for purposes of clarity and governmental transparency, amends Section 5-3 of the Compton Municipal Code to require that any changes to the City's Salary Schedule be by resolution separate from resolutions adopted by the City Council establishing the City's fiscal year budget.

BACKGROUND:

Section 5-3 of the Compton Municipal Code ("Section 5-3") provides that the salary of classification specifications of the Compton Civil Service System, from which regular appointments may be made, shall be established in accordance with the Salary Schedule of the City. The City Council may establish the salary range of any new or different classification or position and change the salary range or ranges for any or all classifications or positions in the City's employment pursuant to resolution adopted by the City Council. The Salary Schedule established by the City Council consists of a sequence of ranges, with each range containing five (5) steps establishing an equitable progression in the amount of compensation for each of the classifications, offices and employments within the purview of the Salary Schedule.

STATEMENT OF ISSUE:

Each year, after a lengthy and involved public process encompassing the receipt of a sizable amount of information, the City Council adopts by resolution, the budget of the City for the upcoming fiscal year. Presumably based on convenience, on occasion the proposed budget documents may contain recommended changes to the Salary Schedule which may be inadvertently overlooked or go unnoticed by the City Council due to the voluminous nature of information and documents received, discussed and revised throughout the budget adoption process, and thus, the Salary Schedule may be changed without the full knowledge of the Council members and the public.

It is the opinion of this office that in reviewing the provisions of Section 5-3, compliance with the intent of this section requires that any changes to the City's Salary Schedule shall be resolution that is separate and apart from a resolution adopting the fiscal year budget for the City. Thus, it is recommended that in order to abide by the intent thereof and foster increased governmental transparency, Section 5-3 be amended to make it explicit that establishing the salary range for a new or different classification or position or changing the salary range of an existing classification or position shall be pursuant to a resolution separate from any resolution adopting the fiscal year budget.

FISCAL IMPACT:

There is no anticipated fiscal impact to the General Fund from this Ordinance.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON

WHEREAS, Section 5-3 of the Compton Municipal Code provides that the salary of the classification specifications of the Compton Civil Service System, from which regular appointments may be made, shall be established in accordance with the Salary Schedule of the City, which shall be adopted by resolution of the City Council of the City of Compton; and

WHEREAS, the Salary Schedule established by the City Council consists of a sequence of ranges, with each range containing five (5) steps establishing an equitable progression in the amount of compensation for each of the classifications, offices and employments within the purview of the Salary Schedule; and

WHEREAS, the City Council may establish the salary range of any new or different classification or position and change the salary range or ranges for any or all classifications or positions in the City's employment pursuant to resolution adopted by the City Council; and

WHEREAS, each year, after a lengthy and involved public process, encompassing the receipt of a sizable amount of information, the City Council adopts by resolution, the budget for the upcoming fiscal year; and,

WHEREAS, on occasion the proposed budget documents may contain recommended changes to the Salary Schedule which may be inadvertently overlooked or go unnoticed by the City Council due to the voluminous nature of information and documents received; and

WHEREAS, to comply with the intent of Section 5-3 of the Compton Municipal Code and foster increased governmental transparency, it is the opinion and recommendation of the Compton City Attorney that said section be amended to make it explicit that establishing the salary range for a new or different classification or position or changing the salary range of an existing classification or position shall be pursuant to a resolution separate from any resolution adopting the fiscal year budget.

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

Section 1. That Section 5-3.5 (Allocation by Resolution) of Chapter V of the Compton Municipal Code is hereby amended in its entirety to read as follows:

5-3.5 Allocation by Resolution. The Council shall by resolution that is separate from any resolution of the City Council adopting the City's fiscal year budget(s), establish and fix the range for each of the classifications and positions of the City falling within the purview of the Basic Step Salary Schedule. Such resolution shall also establish and fix the compensation for such other officers and employees as may be needed and shall contain such other provisions in regard to standby pay, hourly rates, overtime pay, and related matters as may be necessary to establish a fair and equitable compensation plan for all City employees.

Section 2. That Section 5-3.6 (New Salary Range) of Chapter V of the Compton Municipal Code is hereby amended in its entirety to read as follows:

5-3.6 New Salary Range. The Council, by resolution that is separate from any resolution of the City Council adopting the City's fiscal year budget(s), may fix and establish the salary range of any new or different classification

#18.

or position at any of the salary ranges set forth in the Basic Five-Step Salary Schedule.

Section 3. That Section 5-3.7 (Changing Salary Range) of Chapter V of the Compton Municipal Code is hereby amended in its entirety to read as follows:

5-3.7 Changing Salary Range. The Council is hereby authorized and empowered to change by resolution, that is separate from any resolution of the City Council adopting the City's fiscal year budget(s), the salary range or ranges for any or all classifications or positions in the City employment to any other salary range or ranges set forth in the Basic Five-Step Salary Schedule.

Section 4. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 5. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Human Resources and City Controller.

Section 6. That this Ordinance shall take effect thirty (30) days from after adoption by the City Council.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON (FIRST READING)**

Ruth Rugley	**8/16/2018 8:46:37 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**8/24/2018 10:16:37 PM**
CITY ATTORNEY	DATE
Rafaela King	**8/24/2018 2:48:51 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**8/20/2018 6:03:14 PM**
CITY MANAGER	DATE

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

September 18, 2018

TO: **MAYOR AND CITY COUNCIL**

FROM: **WENDELL E. JOHNSON, P.E., DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT (CIP# 18-01) ($535,167.02)**

SUMMARY

Adoption of this resolution will approve an amendment to the 2018-2019 Fiscal Year budget to authorize a transfer of funds in the amount of Four Hundred Twenty Nine Thousand Five Hundred Ninety Seven Dollars and Two Cents ($429,597.02) within the Public Works Department budget, accepts the proposal of and authorizes the City Manager to enter into a professional services agreement with JMD to provide design services for the Compton Boulevard Street Improvement Project, (CIP# 18-01) and authorizing the establishment of a purchase order in the amount of $535,167.02.

BACKGROUND

In July 2015, the City of Compton applied for a Highway Safety Improvement Program ("HSIP") Grant Cycle 7 in the amount of $1,691,098. The Project will entail the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits.

In August 2016, the City also applied for the HSIP Grant Cycle 8 in the amount of $1,168,200. The project will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue, as well as enhancing pedestrian crossings at 15 intersections. The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads.

The selected firm will be required to provide the necessary engineering review, design and recommended services to achieve rehabilitation of the City identified street and the services shall also include the development and preparation of the

necessary construction documents to effect the proposed street improvements. An engineer's estimate is also required as part of the design submittals to assist the City with the implementation of its Capital Improvement Program.

At a minimum, the review/analysis portion of work will consist of the following:

- Existing pavement condition review
- Soil analysis (if recommended/needed)
- Street drainage issues
- Sidewalk and curb-gutter condition
- Access ramps
- Recommended pavement remediation methodology (i.e slurry seal, grind/overlay, full-depth reconstruction, or a combination thereof).
- Restoration of survey markings, centerline ties and bench mark/monuments
- Utility valves, vaults, access covers, utility manhole covers
- Any/all traffic control markings/signage/botts dots that would be affected and need to be replaced
- Any other street related items pertinent to its operation

STATEMENT OF ISSUE

On March 28, 2018, City staff solicited proposals from qualified consulting firms to provide pavement resurfacing design services.

Selection Process

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

The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The fees were not considered until after the selection of the most qualified firms.

On April 26, 2018, the City received four (4) proposals ranked as follows:

Rank	Firm	Location	Fee	Labor Hours	Avg. Hourly
1	JMD	City of Industry, CA	$535,167.02	3,853	$138.90
2	NV5	Irvine, CA	$258,000.00	1,287	$200.47
3	KOA	Monterey Park, CA	$385,109.00	1,679	$229.37
4	Quantum	Torrance, CA	$199,620.00	1,268	$157.43

In May 2018, City staff conducted interviews of the top two firms and based upon their presentations, staff has determined that JMD was the most qualified consultant for the Compton Boulevard Street Improvement Project.

Although JMD's fee was higher, the firm provided a more comprehensive approach to the design project including additional services and labor hours for geotechnical analysis, community meetings, railroad right of entry permit application, diagnostic meetings, notice of intent and SWPPP construction booklet, easement/license coordination, construction & maintenance agreement, CPUC application, bidding and pre-construction assistance, design support during construction, and as-built plans. These are additional cost that the City would otherwise have to incur.

JMD is a full-service engineering firm, with extensive City of Compton experience, which specializes in providing multimodal roadway, streetscape, traffic, lighting, railroad, rail transit and highway engineering services to cities and agencies with major arterials, truckways, freeways and railroad facilities.

JMD has prepared preliminary and final design as well as provided construction oversight of a variety of highway, truckway and transportation projects. In Compton, JMD has provided citywide street improvements, corridor vision projects, regional highway projects, and railroad/rail/transit projects.

In order to enter into a professional services agreement with JMD to provided engineering design services, City Council's approval is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the necessary construction documents to begin the necessary roadway pavement rehabilitation required on Compton Boulevard pursuant to the HSIP Cycle 7 & 8 Grants.

FISCAL IMPACT

Staff Report – Resolution Amending FY 2018-19 Budge
Authorize Agreement with JMD/Street Design Services
Compton Blvd. Street Improvement Project (CIP #18-01)
September 18, 2018

The Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

Account No.	Description	Amount
1900-710-000-4266	Contract Services	$429,597.02

To:

Account No.	Description	Amount
1900-710-000-4262	Other Professional Services	$429,597.02

Funds in the amount of $535,167.02 will be available in the Public Works 2018-2019 Fiscal Year budget in Account No. 1900-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT (CIP# 18-01) ($535,167.02).

WHEREAS, in July 2015, the City of Compton applied for a Highway Safety Improvement Program (HSIP) Grant Cycle 7 in the amount of $1,691,098, which will entail the installation of raised medians and Class II bicycle lanes along Compton Boulevard, from Willowbrook Avenue to the eastern City limits; and

WHEREAS, in August 2016, the City also applied for the Highway Safety Improvement Program (HSIP) Grant Cycle 8 in the amount of $1,168,200, which will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue as well as enhancing pedestrian crossings at 15 intersections; and

WHEREAS, the HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads; and

WHEREAS, the selected firm will be required to provide the necessary engineering review, design and recommended services to achieve rehabilitation of the City identified street and the services shall also include for the development and preparation of the necessary construction documents to effect the proposed street improvements and an engineer's estimate is also required as part of the design submittals to assist the City with the implementation of its Capital Improvement Program; and

WHEREAS, on March 28, 2018, City staff solicited proposals from qualified consulting firms to provide pavement resurfacing design services; and

WHEREAS, a committee consisting of Public Works staff reviewed the proposals submitted and ranked the most qualified proposals; and

WHEREAS, the evaluation process used by the selection committee for ranking the proposals were 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; however, the fees were not considered until after the selection of the most qualified firms; and

WHEREAS, on April 26, 2018, the City received four (4) proposals ranked as follows:

Rank	Firm	Location	Fee	Labor Hours	Avg. Hourly
1	JMD	City of Industry, CA	$535,167.02	3,853	$138.90
2	NV5	Irvine, CA	$258,000.00	1,287	$200.47
3	KOA	Monterey Park, CA	$385,109.00	1,679	$229.37
4	Quantum	Torrance, CA	$199,620.00	1,268	$157.43

WHEREAS, in May 2018, City staff conducted interviews of the top two firms and based upon their presentation, staff has determined that JMD was the most qualified consultant for the Compton Boulevard Street Improvement project; and

WHEREAS, although JMD's fee was higher, the firm provided a more comprehensive approach to the design project including additional services and labor hours for geotechnical analysis, community meetings, railroad right of entry permit application, diagnostic meetings, notice of intent and SWPPP construction booklet, easement/license coordination, construction & maintenance agreement, CPUC application, bidding and pre-construction assistance, design support during construction, and as-built plans; these are additional cost that the City would otherwise have to incur; and

WHEREAS, the Public Works 2018-2019 Fiscal Year Budget will need to be amended to transfer funds for this expenditure.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with JMD to provide street design services for the Compton Boulevard Street Improvement Project (CIP#18-01) in the amount not to exceed $535,167.02.

SECTION 2. That the Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

Account No.	Description	Amount
1900-710-000-4266	Contract Services	$429,597.02

To:

Account No.	Description	Amount
1900-710-000-4262	Other Professional Services	$429,597.02

SECTION 3. That funds in the amount of $535,167.02 will be available in the Public Works 2018-2019 Fiscal Year's budget in Account No. 1900-710-000-4269.

SECTION 4. That a purchase order in the amount of Five Hundred Thirty Five Thousand One Hundred Sixty Seven Dollars and Two Cents ($535,167.02) shall be established for JMD for services rendered.

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 Department.

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

ADOPTED this ___ day of _____, 2018.

_____
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 of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2018.

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMD

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 **JMD** (hereinafter referred to as **"CONSULTANT"**), located at 18645 East Gale Avenue, Suite 212, City of Industry, California 91748.

RECITALS:

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services located on Compton Boulevard; and

WHEREAS, the City has secured funds from the Highway Safety Improvement Program Grants Cycle 7 which will entail the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits and the Highway Safety Improvement Program Grant Cycle 8 which will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue to the western City boundaries as well as enhancing pedestrian crossings at 15 intersections; and

WHEREAS, the Highway Safety Improvement Program is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this Project and be responsible to provide design and engineering services for the Compton Boulevard Street Improvement project, including design support services during construction; and

WHEREAS, by Resolution No._____ , adopted on the ___ day of _____ 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (JMD) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional design and engineering services for the preparation of preliminary design and the final PS&E (plans, specifications and estimates) bid package including design support services during construction for the Compton Boulevard Street Rehabilitation project on Compton Boulevard. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase 0 – Project Initiation and Management

Task I-1 Project Administration, Coordination and Meetings, project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices

Phase I Preliminary Design (30%)– Plans, Specifications, & Estimates

- Task I-2 Research/Data Collection/Utility Coordination
- Task I-3 Geotechnical Analysis/Report
- Task I-4 Surveying/ROW Engineering/Base Plans
- Task I-5 Pavement Engineering/Traffic Index Calculations
- Task I-6 Landscape Concept
- Task I-7 Community Outreach
- Task I-8 Right of Entry (ROE) Permit Application
- Task I-9 Diagnostic Meetings

Phase 2 – 60% Design

- Task II-1 Preliminary Plans
- Task II-2 Notice of Intent and SWPPP Construction Booklet
- Task II-3 Construction Bid Items and Opinion of Probable Construction Cost
- Task II-4 Specifications
- Task II-5 Easement/License Coordination (Optional)
- Task II-6 Construction and Maintenance (C&M) Agreement
- Task II-7 CPUC Application

Phase 3 – 90% Design

- Task III-1 Address/Incorporate Comments and Prepare 90% Submittal

Phase 4 – Final (100%) Design

- Task IV Address/Incorporate Comments and Prepare Final Submittal

Phase 5 – Post Design

- TaskV-1 Bidding and Preconstruction Assistance
- Task V-2 Design Support During Construction
- Task V-3 As-Built Plans

As more fully specified and described in the City's **"Request for Proposal to provide Pavement Design Services, CIP # 18-01 (From City Limit East to City Limit West) in the City of Compton",** (dated March 28, 2018) and the Consultant's **"Proposal to provide Street Design Services for Compton Boulevard, CIP # 18-01 (from City Limit East to City Limit West) for the Compton Boulevard Street Improvement Project" – Compton, California,"** (dated May 2, 2018), 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 providing the services provided for pursuant to this Agreement.

Juan M. Diaz, P.E., President/CEO 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 project is complete, unless terminated earlier.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal or as otherwise required 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, per Task, basis as specified within Consultant's Cost Proposal. 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 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 **Five Hundred Thirty Five Thousand One Hundred Sixty Seven Dollars and Two Cents ($535,167.02).**

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all

liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal

laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-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. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

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

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

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City,

Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Juan M. Diaz, P.E., President/CEO **(Date)**

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

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

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

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

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

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

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

employed by the Consultant or the City without the written consent of the City before any such release.

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

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

To Consultant:	**JMD** **18645 East Gale Avenue, Suite 212** **City of Industry, California 91748** **Attn: Juan M. Diaz, P.E.** **(626) 820-1137** **(626) 820-1136 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-5505** **(310) 761-1417 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

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

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

JMD/CONSULTANT

Dated: _____ **By _____**

Juan M. Diaz, P.E., President/CEO

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** _____
Wendell E. Johnson, P.E., Director
Public Works Department

Approved by:

Dated: _____ **By** _____
Cecil W. Rhambo, City Manager

Approved as to form:

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

ATTEST:

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

Proposal for

Street Design Services for Compton Boulevard

(From City Limit East to City Limit West)





JMD

May 2, 2018

JMD
PLANNING | ENGINEERING | MANAGEMENT

May 2, 2018

Mr. John Strickland Jr.
Project Manager
City Clerk's Office
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2018.1112.0020.00

SUBJECT: Proposal to Provide Street Design Services for Compton Boulevard, CIP #18-01 (From City Limit East to City Limit West) in the City of Compton

Dear Mr. Strickland:

JMD, a certified Disadvantaged Business Enterprise (DBE), is pleased to submit this proposal to provide professional engineering design services for the proposed Compton Boulevard Street Design Services in the City of Compton. Our proposal, which remains in effect for a period of 90 days, has been prepared in accordance with the City's Request for Proposal, issued April 11, 2018 and outlines our qualifications, approach and scope of services for the subject project.

JMD is a full-service engineering firm, with extensive City of Compton experience, which specializes in providing multimodal roadway, streetscape, traffic, lighting, railroad, rail transit and highway engineering services to cities and agencies with major arterials, truckways, freeways and railroad facilities including:

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

Experience on Similar Projects - JMD has prepared preliminary and final design as well as provided construction oversight of a variety of highway, truckway and transportation projects. In Compton, JMD has provided citywide street improvements projects (e.g., Compton's Citywide Street Projects), corridor vision projects (e.g., Central Avenue), regional highway projects (e.g., SR-91 Freeway Improvement Projects) and railroad/rail/transit projects (e.g., Long Beach Blue Line). Overall, JMD has designed nearly 40 miles of local streets in the central Los Angeles Basin and specifically within the Gateway Cities as outlined below:

- Central Avenue, Phase II, Street Improvements (1.2 mile), City of Compton
- Central Avenue, Phase I, Street Improvements (1 mile), City of Compton
- Citywide Street Maintenance Program (7 miles), City of Compton
- CDBG Various Street Improvements (2 miles), City of Compton
- Atlantic Avenue (1 mile), Los Angeles County and City of Compton
- Telegraph Road Rehabilitation (3.2 miles), City of Commerce
- Marine Avenue Roadway Improvements (1 mile), County of Los Angeles
- Prairie Avenue Roadway Improvements (1 mile), County of Los Angeles
- Mealy Street Freight Rail Connector (0.5 mile), City of Compton/LACMTA
- Santa Ana Street Streetscape (0.5 mile), City of Anaheim Redevelopment Agency
- Market Street Streetscape Project (0.3 miles), City of Inglewood
- Rosecrans Avenue Overpass, City of Compton/LACMTA
- Long Beach Blue Line Light Rail Transit Project – Compton Bl. and Willowbrook Ave. (3 miles), LACMTA
- Pedestrian Gate Installation – Design Review and Inspection, LA Metro/City of Compton

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

Project Understanding, Approach and Scope of Work to Develop Project Efficiently - We have assembled a comprehensive project team with extensive streetscape, roadway, traffic and grade crossing engineering knowledge, experience and expertise to assist the City of Compton in achieving the goals of this project in a timely manner. The JMD Team offers unique understanding of project issues, a cost-effective project approach and comprehensive scope of work to develop the project with minimal project impacts to local residents, businesses and commuters as well as provide optimum effectiveness.

We have assigned one of our most qualified Project Managers, Juan M. Diaz, MBA, PE, who has over 32 years of highway, roadway, traffic, transit and rail engineering experience in the transportation planning and engineering industry. Mr. Diaz has unique and extensive local knowledge and City of Compton experience. He has designed and managed miles of roadways and highways as well as hundreds of grade crossings and grade separations for various local agencies and railroads including the Cities of Compton, Commerce, County of Los Angeles, Union Pacific Railroad Company (UPRR), Metro and Caltrans facilities. Mr. Diaz's knowledge and expertise also includes arterials, freeway mainlines, HOV lanes, interchanges and truckways as well as projects involving State routes, local streets, rail/bus transit corridors and railroads. In addition, Mr. Diaz' diverse experience provides unique insight on multidiscipline projects involving multiple stakeholders and funding insight for projects in the region. Furthermore, Mr. Diaz is known for his ability to manage highly sensitive regional projects involving multiple stakeholders (i.e. commercial, industrial and residential parties) and multilingual outreach capabilities.

Complementing the JMD Team are expert firms with local Compton experience including MIG, Inc., Geo-Advantec, Inc. and FHA Consulting Engineers to provide needed Landscape Architecture, Geotechnical, and Surveying expertise, respectively.

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

- Metrolink Station and Pedestrian Improvements, City of Covina
- Oxnard Transportation Center, City of Oxnard
- East Fourth Street Parking Lot, City of Oxnard

Our proposal has been organized to meet the requirements outlined in the City's RFP, issued April 11, 2018, and includes the following sections:

Section 1	Introduction
Section 2	Project Experience
Section 3	Key Personnel
Section 4	Understanding, Approach and Scope
Section 5	Cost Proposal (sealed under separate cover)

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

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

JMD

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

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

Sincerely,

JMDiaz, Inc.

Juan M. Diaz, MBA, PE
President/CEO

Enclosures

1. INTRODUCTION

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

Originally founded and 100% owned by Juan M. Diaz in 2001, JMD serves clients from its offices in the City of Industry, Anaheim and San Diego, California. Currently, JMD has a staff of 26 professionals and administrative staff.

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

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

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

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

Services

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

Location

JMD is located at the address shown below.

City of Industry

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

Planning

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

Engineering

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

Management

- Project Management
- Program Management
- Construction Management

Subconsultants

Role: Landscape Architecture

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

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

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

Role: Geotechnical

Geo-Advantec, Inc. (GAI), provides a full range of responsive and quality geotechnical engineering, materials testing, and inspection services for all phases of projects from conceptual design through construction. The principals of the company have worked for more than 30 years each in the industry. Their philosophy is to provide the highest quality services to clients. Therefore, they have assembled a team of highly experienced and specialized engineers and geologists who have worked on a variety of projects nationwide and worldwide. They assure the highest level of practice standards to maintain client trust through providing accurate analyses and informed recommendations.

Currently, GAI has a team of more than 25 registered civil and geotechnical engineers, geologists, field and laboratory technicians, and in-house special soil inspectors. The team has a wide range of skills on public and private sector projects including educational and municipal buildings, roadways and transportation related structures, public infrastructure facilities, pavement rehabilitation projects, utility lines, commercial, and industrial facilities and structures throughout Southern California. During the past three years, Geo-Advantec has completed more than $3 Million worth of geotechnical engineering and testing/inspection contracts for different cities, municipalities, and public projects during the past three years. GAI's principal engineers and inspectors have worked effectively on state and federally funded projects in California in the past two decades.

GAI's proposed key personnel assigned to City contracts has worked successfully on numerous new pavement, pavement rehabilitation, retrofit projects such as FDR (full depth reclamation), underground utilities, public parking structures and building, park facilities, and traffic signals projects for cities throughout Southern California.

Role: Surveying and ROW Engineering (Optional)

FHA Consulting Engineers, is a small and well established civil engineering firm offering professional land surveying and mapping services throughout California. FHA applies state-of the-art land surveying techniques and instruments to produce high quality products that can be relied on for further use by its public sectors and private clients. FHA was established in January 2003 in Orange County, California and its main office is located in the City of Irvine.

2. PROJECT EXPERIENCE

The JMD Team has prepared preliminary and final design for miles of highways, arterials and truckways as well as hundreds of rail crossings and grade separations for local Cities and Counties in Southern California. In Compton, JMD has performed design for over 10 miles of local arterials and streets. The JMD Team's related project experience is briefly described below.

On-Call Pavement Design Services, CDBG No. 13-01
City of Compton

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



Client:	City of Compton
Reference:	Mr. Glen W.C. Kau 1315 Valley Drive Hermosa Beach, CA 90254 (310) 318-0238 Tel. gkau@hermosabch.org
Duration:	2013 - 2014
Design Fee:	$16,000
Construction:	$1,610,000 (est.)
Personnel:	J.Diaz, S.Itagaki, G.Andrade, A.Abad
Team:	JMDiaz, Inc. (Prime)

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

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



Client:	City of Compton
Reference:	Mr. Glen W.C. Kau 1315 Valley Drive Hermosa Beach, CA 90254 (310) 318-0238 Tel. gkau@hermosabch.org
Duration:	June, 2014 - October, 2014
Design Fee:	$80,000
Construction:	$2,100,000
Personnel:	J.Diaz, A.Abad, S.Yazdi
Team:	JMDiaz, Inc. (Prime)

Central Avenue Street Corridor Transportation Study & Conceptual Design Plans, City of Compton

JMD, along with subconsultant MIG, Inc., prepared a Transportation Study/PSRE to seek local, State and Federal transportation funds for the improvement of Central Avenue Corridor between Artesia Boulevard and El Segundo Boulevard in the City of Compton. This Transportation Study/PSRE and Conceptual Plans, considered Phase I of the project, will allow the City to evaluate transportation needs in the key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system. JMD developed three alternatives which

consider conventional, complete and green street elements to best address local access and circulation needs on Central Avenue. Such mix of alternatives also increased the likelihood of obtaining project funding. The ultimate recommendation consisted of a combination complete and green street concept which provides a Class IV protected bikeway to address safety issues related to unsafe crossings including school crossings.



Client:	City of Compton
Reference:	Mr. Glen W.C. Kau 1315 Valley Drive Hermosa Beach, CA 90254 (310) 318-0238 Tel. gkau@hermosabch.org
Duration:	2014-2015
Design Fee:	$260,000
Personnel:	J.Diaz, S.Itagaki, A.Abad
Team:	JMDiaz, Inc. (Prime) MIG, Inc. - Landscaping

Central Avenue Rehabilitation, Phases 1 and 2
City of Compton

JMD, along with subconsultant FHA Consulting Engineers, is currently providing pavement design services to the City of Compton for the rehabilitation of Central Avenue between 131st Street and Compton Boulevard (Phase 1) as well as between Compton Boulevard and Memorial Park Cemeteries (Phase 2). Tasks include engineering review, pavement design, preparation of plans, specifications and estimates as well as design support during construction.



Client:	City of Compton
Reference:	Mr. John Strickland, Project Manager 205 South Willowbrook Avenue Compton, CA 90220 (310) 605-5505 Tel. jstrickland@comptoncity.org
Duration:	2015-Present
Personnel:	J. Diaz, A. Abad
Team:	JMDiaz, Inc. (Prime) FHA Consulting Engineers - Survey

Telegraph Road Rehabilitation
City of Commerce

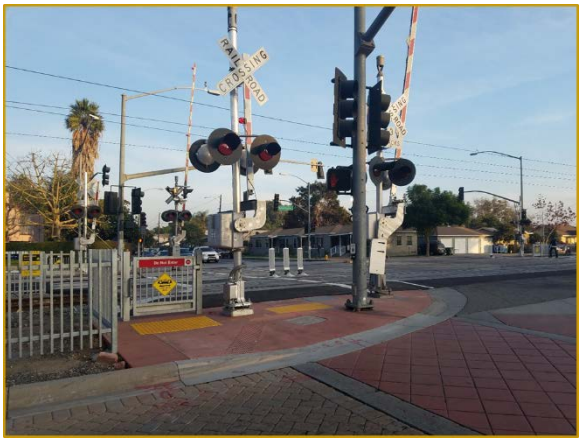
JMD is currently preparing preliminary and final design plans for the rehabilitation of Telegraph Road, between Atlantic Boulevard and the Rio Hondo Channel (approximately 3 miles) in the City of Commerce. Rehabilitation improvements include street reconstruction and resurfacing. In addition, the project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



Client:	City of Commerce
Reference:	Mr. Wendell Johnson, PE 205 South Willowbrook Avenue Compton, CA 90220 (562) 279-6878 Tel. wjohnson@comptoncity.org
Duration:	2013 - Ongoing
Design Fee:	$109,725
Const. Cost:	$1,220,000 (est.)
Personnel:	J.Diaz, S. Itagaki, G. Andrade
Team:	JMDiaz, Inc. (Prime)

Metro Blue Line Pedestrian Swing Gate Installation
City of Compton

JMD reviewed the design plans for the installation of pedestrian gates along Metro's Long Beach Blue Line. JMD's review included compliance with CPUC, Metro, UPRR and ADA standards and/or requirements. Close coordination with Metro and former Compton Public Works Director, Glen W. C. Kau was also provided.



Client:	City of Compton
Reference:	Mr. Glen W.C. Kau 1315 Valley Drive Hermosa Beach, CA 90254 (310) 318-0238 Tel. gkau@hermosabch.org
Duration:	2014-2015
Personnel:	J.Diaz, S.Itagaki, G.Andrade
Team:	JMDiaz, Inc. (Prime)

2013-2014 Great Streets Improvements Project
City of San Gabriel

JMD provided design and construction management/inspection services to the City of San Gabriel for various high priority projects citywide. Proposed streets for rehabilitation include Fairview Avenue, North Circle Drive, South Circle Drive, Abbot Avenue, W. Chestnut Avenue, Alley (North), Alley (South), Bradbury Drive, N. Mission Drive and W. Sycamore Drive.



Client:	City of San Gabriel
Reference:	Mr. Daren Grilley Public Works Director/City Engineer 917 East Grand Avenue San Gabriel, CA 91776 (626) 308-2825 dgrilley@sgch.org
Duration:	2013-2014
Design Fee:	$165,000 (est.)
Personnel:	J.Diaz, S.Itagaki
Team:	JMDiaz, Inc. (Prime)

Commuter Bikeway Project
City of El Segundo

JMD prepared preliminary and final design, of new commuter bikeways (Class I, II and III) along four streets in the City of El Segundo. The four priority bikeway corridors were:

- Class I – Metro's Harbor Subdivision adjacent to Aviation Boulevard, from Imperial Highway to Rosecrans Avenue.
- Class II and III – Douglas Street, from Imperial Highway to Rosecrans Avenue.
- Class II – Nash Street, from Imperial Highway to El Segundo Boulevard.
- Class II – El Segundo Boulevard, from Aviation Boulevard to Sepulveda Boulevard.

The new bikeways will serve as attractive and viable commuter alternatives for employees and visitors of El Segundo's commercial and industrial centers. The bikeways will also link El Segundo destinations and employment centers to the regional transit system (i.e. Crenshaw LRT and Green Line).



Client:	City of El Segundo
Reference:	Ms. Stephanie Katsouleas Director of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266 (310) 802-5000 Tel. skatsouleas@citymb.info
Cost (Eng):	$150,000
Cost (Const):	$1.5M
Duration (Eng):	2014-2016
Personnel:	J.Diaz, S.Itagaki, A.Abad, G.Andrade
Team:	JMDiaz, Inc. (Prime)

Yorba Linda Landscape and Maintenance Assessment District Landscape Transition Design, City of Yorba Linda

MIG, Inc. worked with the City of Yorba Linda on developing transition landscape plans for their medians, parkways and side slope areas that are part of the Landscape Maintenance Assessment District. Working closely with the Public Works Director and Maintenance Manager, MIG has prepared conceptual re-landscaping plans for three prominent demonstration sites that occur along major arterial streets for the community's review and approval. In addition, MIG prepared alternative conceptual landscape plans for typical medians, parkways, lower slopes, upper slopes, greenbelts and fallow areas. With over 400 acres of community landscapes, the City is looking for a measured approach that can be promptly implemented in phases to replace their urgent irrigation shutoff and mulch approach which was taken to significantly reduce the City's water demands. MIG has also been contracted to perform public outreach services to engage the community in the design process and help to reshape landscape goals into more sustainable solutions that the community can support.

Rather than spend a large part of the budget on construction document design, the City has commissioned MIG to create a variety of drought tolerant landscape plan prototypes that the City can select and bid with detailed performance specifications for targeted implementation by experienced landscape contractors. This creative approach to construction is a rather bold step to have more flexibility and resource accountability in this new regenerative, "watershed-based" landscape design.



Client:	City of Yorba Linda
Reference:	Mr. Michael Wolfe, Public Works Director 4845 Casa Loma Avenue Yorba Linda, CA 92886 (714) 961-7175 Tel. mwolfe@yorba-linda.org
Personnel:	S.Lang
Team:	MIG, Inc. (Prime)

Commerce Way and Sheila Street Connectivity and Beautification Project, City of Commerce

JMD and subconsultants Geo-Advantec, Inc. and FHA Consulting Engineers are currently developing preliminary and final design for a Beautification Project on Commerce Way from Eastern Avenue to Washington Boulevard. The project includes roadway rehabilitation, signage, striping, landscaping and lighting improvements. Two BNSF grade crossings are being eliminated thus requiring coordination with BNSF and CPUC staff. The project is an important part of the City's complete streets strategy designed to provide community amenities, such as pedestrian linkages and bikeways to local parks and City Hall.





Client:	City of Commerce
Reference:	Ms. Maryam Babaki Director of Public Works 2535 Commerce Way Commerce, CA 90040 (323) 722-4805 x2337 Tel. mbabaki@ci.commerce.ca.us
Cost (Eng):	$80,000
Cost (Const):	$1.1M
Duration (Eng):	2017-2018
Personnel:	J.Diaz, S.Itagaki, A.Abad
Team:	JMDiaz, Inc. (Prime) Geo-Advantec, Inc. - Landscaping FHA Consulting Engineers - Survey

Geotechnical Testing and Inspection Services for Wilmington Avenue, City of Compton

Geo-Advantec, Inc. performed as the testing laboratory for the project and work comprised of providing field and batch plant inspection for RHMA, testing and inspection of the subgrade and sampling and testing of concrete. The project involved repaving of Wilmington Avenue, which included both grinding 4 inches of the existing A.C. pavement and replacing with 2 inches of rubberized asphalt over 2 inches of asphalt base. The project also included the removal and replacement of existing curb and gutter, sidewalks, the construction of four new cross gutters and the construction of 29 new ADA ramps.

Client:	City of Compton
Reference:	Mr. Fred Alamolhoda LAE Associates 650 N. Rose Drive, # 182 Placentia, CA 92870 (714) 793-2840 Tel. freda@laeassociates.com
Team:	Geo-Advantec, Inc. - Landscaping

Imperial Highway Rehabilitation, Median Landscaping, and Traffic Signal Modifications, City of La Mirada

FHA Consulting Engineers prepared PS&E documents for pavement rehabilitation and overlay, pavement removal and reconstruction, raised median construction, median landscaping and installation of new irrigation system on two segments of Imperial highway between Downey Avenue and the West City Limit and between Bellflower Boulevard and East City Limit. The work included field walk and field measurements, preparation of base map, assessment of pavement conditions for selection of a suitable method of rehabilitation of existing deteriorated pavement. Identified damaged, raised, or sunken curb and gutter, cross gutter and developed solutions to improve drainage, sidewalk, ADA curb access ramps, and driveway. Prepared plans for replacing metal pipes (CMP) with RCP, utility adjustments, demolition and revamp of concrete facilities and assisted in providing construction support during construction and utility adjustments, median landscaping and irrigation system demolition and revamp, installation of SWPPP filters and implementation of post construction BMP.

3. KEY PERSONNEL

Project Team

The JMD Team, illustrated below, is composed of highly qualified staff with local City of Compton knowledge and experience and which specialize in streetscape, roadway, traffic, rail, transit and highway engineering projects. Each member of the team has produced streetscape, roadway, grade crossing, utility, traffic signal, signing and striping, traffic control and street lighting projects for a variety of clients and in AutoCAD and MicroStation digital platforms. The Project Team has StreetSaver and Micro Paver software experience. Resumes of our key personnel, illustrated below, are included on the following pages.

Organization Chart



Juan M. Diaz, PE, MBA

Principal-In-Charge/Project Manager

Title: President/Chief Executive Officer

Years of Experience: 32

Registration(s):
Registered Professional Engineer, State of California, #C050813 (exp. 9/30/2013); 1993

Education:
California State Polytechnic University, Pomona Faculty, Railroad Engineering, 2010-2012
M.B.A. Business Administration, 1991
B.S. Civil Engineering, 1986

Professional Affiliations:

- *American Society of Civil Engineers*
- *Institute of Transportation Engineers*
- *American Railway Engineering and Maintenance of Way Association*

Mr. Diaz has over 32 years of professional engineering experience in the transportation planning and engineering industry. His extensive expertise in highway, traffic, rail and transit engineering has resulted in his management of major highway and rail transit projects in Southern California. Mr. Diaz has conducted studies and prepared designs for numerous agencies including Caltrans, Metro, SCRRA, OCTA, CPUC, NDOT, County of Los Angeles, County of Orange, and numerous local agencies as well as local railroads throughout California and Nevada. His experience includes the analysis and development of PS&E packages for highway, rail transit and freight rail corridor projects.

As a former Metrolink representative and on-call railroad consultant, his experience in coordination with the CPUC has led to more than 500 at-grade crossing and grade separations within the Metrolink systems. His diverse background and experience along with his strong ability in leading community outreach/consensus building efforts has resulted in his direct involvement in the analysis of train/vehicle/pedestrian circulation issues at rail/highway interfaces including interchanges, grade crossings and stations as well as quality of life projects associated with mitigating noise along rail corridors.

RELEVANT EXPERIENCE

Roadways

Compton Annual Street Maintenance Program, City of Compton – *Principal-in-Charge* responsible for design of various streets throughout the City. Improvements included pavement management and rehabilitation as well as sidewalk, driveways and curb ramp improvements.

Central Avenue Rehabilitation Phase I, City of Compton – *Project Manager* responsible for design of roadway rehabilitation improvements on Central Avenue between 131st Street and Compton Boulevard, a distance of about 1.20 miles. The project including roadway rehabilitation including full depth reclamation (FDR) as well as isolated, median, driveway and curb ramps improvements. Following design, Mr. Diaz provided pavement management and construction oversight.

Compton Central Avenue Rehabilitation Phase II, City of Compton – *Project Manager* responsible for design of roadway rehabilitation and improvements as well as pavement management on Central Avenue between Compton Boulevard and Memorial Park Cemeteries just north of Greenleaf Boulevard, a distance of about 1.0 mile. The project including roadway rehabilitation including full depth reclamation (FDR) as well as isolated median, driveway and curb ramps improvements.

Rosecrans Avenue Overpass, City of Compton –*Task Manager* for the design of the Rosecrans Avenue Overpass project as part of the Long Beach to Los Angeles light rail transit project. The project included channelization and street lighting. Subsequently, he provided pavement management and construction oversight for the project as Project Engineer at Willdan Associates.

Central Avenue Street Corridor Transportation Study & Conceptual Design Plans, City of Compton – *Project Engineer* currently preparing a Transportation Study/PSRE and seeking local, State and Federal transportation funds for the improvement of Central Ave Corridor between Artesia Blvd and El Segundo Blvd. in the City of Compton. This Transportation Study/PSRE and Conceptual Plans, considered Phase I of the project, will allow the City to evaluate transportation needs in the key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system. JMD is developing alternatives which consider conventional, complete and green street elements to best address local access and circulation needs on Central Avenue. Following design, JMD will provide pavement management and construction support.

Soto Street and 26th Street PSRS, City of Vernon - Prior to founding JMD, Juan M. Diaz was the *Project Manager* responsible for the preparation of two Project Study Reports (PSR's) that identify potential improvements along Soto Street and 261h Street in the City of Vernon to mitigate impacts associated with the construction of the Alameda Corridor and to develop appropriate cross sections for these corridors. The project includes: data collection; review of current utility, railroad and right-of-way studies; traffic analysis;

Mr. Diaz is a Cal Poly Pomona faculty as well as youth minister/preacher known for his ability to work and communicate with bilingual communities of all ages on sensitive projects.

alternatives analysis; structural advanced planning studies; an initial site assessment, preliminary environmental assessment; cost estimates; pavement management and the preparation of an LACMTA "Call for Projects" funding application.

2013-2014 Great Streets Improvement Project (Fairview Avenue and Others), City of San Gabriel – *Principal-In-Charge/Project Advisor* responsible for overseeing design and pavement and construction management services to the City of San Gabriel for various high priority projects citywide. Proposed streets for rehabilitation include Fairview Avenue, North Circle Drive, South Circle Drive, Abbot Avenue, W. Chestnut Avenue, Alley (North), Alley (South), Bradbury Drive, N. Mission Drive and W. Sycamore Drive.

Telegraph Road Street Improvement Project, City of Commerce - *Project Manager and Principal-In-Charge* currently responsible for providing the preliminary and final design plans for the rehabilitation of Telegraph Road, between Atlantic Boulevard and the Rio Hondo Channel (approximately 3 miles) in the City of Commerce. Rehabilitation improvements include street reconstruction and resurfacing. In addition, the project includes surface improvements at the Los Nietos Subdivision, a Union Pacific Railroad (UPRR) grade crossing, towards the east end of the project. JMD is responsible for developing roadway, grade crossing, signing and striping and traffic control plans. Close coordination with Metro (funding), Caltrans, UPRR and the California Public Utilities Commission (CPUC) is an important element of the project.

Cycle 2 Federal Safe Routes to School, City of El Monte - *Principal-In-Charge and Rail/Transit Advisor* currently responsible for preparing plans, specifications and cost estimates (PS&E) and related construction documents for the Cycle 2 Federal Safe Routes to School Improvement Project (FSRTS) at various city streets within close proximity to city schools. The project includes the design of pedestrian stop signals with median beacons, flashing Stop signs, the construction of sidewalk where none currently exist, the addition of bulb-outs at the various intersections, and the modification of any noncompliant ADA-pedestrian ramps within a restrictive area adjacent to elementary schools. These improvements will take place adjacent to nine (9) El Monte elementary schools.

Cycle 8 State-Legislated Safe Routes to School, City of El Monte – *Principal-In-Charge and Rail/Transit Advisor* currently responsible for preparing plans, specifications and cost estimates (PS&E) and related construction documents for the Cycle 8 State-Legislated Safe Routes to School Improvement Project (SR2S) at various city streets within close proximity to city schools. The project includes the design of pedestrian raised crosswalks, flashing stop signs, the construction of sidewalk where none currently exist, high visibility crosswalks, modify driveway approaches, at the various intersections, and the modification of any non-compliant ADA-pedestrian ramps within a restrictive area adjacent to elementary schools. These improvements will take place adjacent to eighteen (18) El Monte elementary schools within three (3) school districts.

Chino Avenue/Pipeline Avenue Intersection Widening, City of Chino - *Principal In Charge* for the widening of the intersection of Chino Avenue/Pipeline Avenue in the City of Chino. The project included roadway widening, retaining wall removal, grading, channelization, signage and traffic signal improvements.

1999 CDBG/Traffic Safety Street Improvement Program, City of El Monte - *Project Manager* for the design of roadway improvements associated with the City of El Monte's 1999 CDBG/Traffic Safety Street Improvement Program. The project includes the design of approximately 20,000 feet of roadway improvements at various locations throughout the City of El Monte. These improvements include: the addition of new sidewalk; modifications of existing driveways and curb & gutter; the addition of curb ramps at intersections; grading in public and private right of way to improve drainage; and the addition of surface drainage improvements. The project required the notification of property owners regarding construction- related activities.

Atlantic Avenue Roadway Reconstruction Project (ARCP), County of Los Angeles - *Project Manager* for the reconstruction of a one-mile segment of Atlantic Avenue between McMillan Street and Alondra Boulevard adjacent to the City of Compton in the County of Los Angeles. The project includes roadway, drainage, signing, striping and traffic signal modification improvements.

Kays Avenue Et Al. Roadway Rehabilitation Project (RCP), LACDPW – *Project Manager* responsible for preparing plans, specifications and estimates required for the rehabilitation of Kays Avenue, Redding Avenue, Cathryn Place, Eucalyptus Drive and Eucalyptus Way near the Cities of Monterey Park and Rosemead. The project included the preparation of roadway improvement and signing and striping plans as well as right of way exhibits defining construction easements required for the project.

Prairie Avenue Et Al. Roadway Improvements Project (ARCP), LACDPW - *Project Manager* for the reconstruction of approximately 2.5 miles of existing roadway along Doty Avenue, Prairie Avenue, 152nd Place, 154th Street, Lemoli Avenue, 137th Street and Foothill Avenue. The project includes pavement, sidewalk, driveway, signing, and channelization improvements.

Streetscapes

Sepulveda Boulevard PEER and Metro CFP – *Project Manager* responsible for developing corridor improvements including intersection widening, signalization and progression improvements at seven (7) intersections along or near Sepulveda Boulevard as part of Metro's Measure R Program managed through the South Bay Cities Council of Governments (SBCCOG). The project consists of conducting traffic analysis, preparing conceptual design of intersection improvements and conceptual level cost estimates. The project also includes the development of a Permit Engineering Evaluation Report (PEER) and a funding application as part of Metro's 2015 Call for Projects funding program.

Eastside LRT Access (Streetscape) Project - Phase 2, LACMTA – *Project Manager* as part of the AECOM Team. JMD is currently developing

preliminary and final design for various streetscape treatments with the purpose of improving access and promoting aesthetics to the existing Eastside Light Rail Transit Project. Specific improvements include bulbouts at intersections, widened sidewalks, bikeways, traffic signals and lighting as well as hardscape (benches) and landscaping within or near the light rail transit alignment in East Los Angeles in support of a complete streets concept and pedestrian linkage program. The improvements have been coordinated with local stakeholders and require approval and permitting by the City of Los Angeles and Los Angeles County Department of Public Works.

Santa Ana Street (Streetscape) Project, City of Anaheim Redevelopment Agency – *Project Manager* responsible for preliminary and final PS&E design and construction support services for Santa Ana Street, between Olive Street and Vine Street, in Downtown Anaheim. The project consists of streetscape improvements including roadway, wide sidewalk, decorative lighting, parkways, landscaping, irrigation and grade crossing improvements. Close coordination with local agencies and SCRRA/Metrolink was required.

Empire Avenue Streetscape Project, City of Burbank - *Project Manager* responsible for the design of a one-mile streetscape along Empire Avenue between Victory Place and the westerly City boundary. The project included new landscaped median islands; sidewalk reconstruction with decorative pavement, benches, lighting fixtures, tree wells, and tree guards; traffic signal modifications; signing and striping; drainage; and landscaping/irrigation improvements. The project was part of the Burbank Empire Center Development Project.

Bicycle Facilities

SBCCO Bikeway, City of El Segundo – *Project Director/LACMTA/RR Liaison* involved in preparing preliminary and final design, of new commuter bikeways (Class I, II and III) along four streets in the City of El Segundo. The four priority bikeway corridors are:

- Class I – Metro's Harbor Subdivision adjacent to Aviation Blvd, from Imperial Hwy to Rosecrans Ave.
- Class II and III – Douglas Street, from Imperial Hwy to Rosecrans Ave.
- Class II – Nash Street, from Imperial Hwy to El Segundo Blvd.
- Class II – El Segundo Blvd, from Aviation Blvd. to Sepulveda Blvd.

The new bikeways will serve as attractive and viable commuter alternatives for employees and visitors of El Segundo's commercial and industrial centers. The bikeways will also link El Segundo destinations and employment centers to the regional transit system (i.e. Crenshaw LRT and Green Line).

Redondo Beach Portion of Bay Cities Regional Bikeway, City of Redondo Beach – *Project Manager* in charge if the development of a 2.5 mile long bikeway between Marine Avenue and 190th Street. The bikeway consists of a Class I, II and III bikeway through City streets and an existing SCE utility corridor. The project included the development of a Project Report; PS&E preparation; and public outreach efforts.

Pierre Handl, PE

Constructability

Title: *Project Engineer*

Years of Experience: *41*

Registration(s):

Registered California Civil Engineer #27472 (Exp. 9-30-2019)
Registered New York Professional Engineer #51785 (inactive)
Registered New Jersey Professional Engineer #21914 (inactive)

Education:

Master of Engineering (Civil) 1973
Bachelor of Engineering (Civil) 1970
The City College of the City University of New York

Professional Affiliation(s):

- *American Society of Civil Engineers (ASCE)*
- *International Code Council (ICC)*
- *American Water Works Association (AWWA)*

Over 41 years of engineering experience providing design and construction management services for both small and large public and private sector projects. Projects included sewerage and water systems, crude oil pipeline, heavy rail commuter and freight transportation, light rail transit and aviation facility improvements, commercial and residential land development projects and high technology facilities. Managed consultant services, contractors and in-house staff responsible to prepare comprehensive studies, pre- and final designs, write specification, develop construction quality control programs and procedures, contract administration, value engineer, cost estimate and perform constructability reviews. Conducted Forensic Engineering studies and provided legal consultation services as a designated Expert Witness on various cases. Performed forensic civil/structural investigations for various insurance companies and provided Expert Witness testimony on several defense and prosecutorial construction defects and standard of care claims.

RELEVANT EXPERIENCE

On Call City Services

On Call Light Rail Engineering, City of Glendora – *Project Engineer* responsible for assisting in reviewing design-build documents for the Metro Gold Line Foothill Extension, Phase 2B (Azusa to Claremont) on behalf of the City. The documents include plans and specifications covering track, grading, drainage, grade crossing, station, bridge and parking facility improvements.

Roadway/Drainage/Utilities/Transit

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

Alameda Corridor Project - Performed plan checking review and supervised a team of engineers to conduct research and base map development of existing utilities along the Los Angeles, Alameda Transportation Corridor and provided utility design support for program development and utility coordination.

Metro Rail Mid-City/Exposition Light-Rail Transit Project - *Lead Utility Engineering Manager* provided project wide technical support to the engineering and construction management staff on all issues relating to rearrangement of wet and dry utilities within the project corridor. Also supervised a staff of five: two engineers and three cad technicians in preparation of final designs for relocating sewers and water lines.

Orange County Transportation Authority Centerline Light Rail Project - *Utilities Manager*, supervised a staff of seven engineers to conduct research and base map development of existing utilities along the proposed 9.3-mile LRT alignment. He also managed utility relocation designs for program development and public/private utility coordination.

Pasadena Gold Line - Led a team of design engineers and CAD technicians on the light rail, Los Angeles to Pasadena, Gold Line design-build project to mitigating utility interferences. Prepared hydrology reports and designed new storm drain infrastructure for LABOE approval. Prepared water line mitigation designs for LADWP approval.

Metrolink - *Staff Augmentation Consultant* responsible for design review plan checking, permitting as well as provided utility, and drainage design services on the inauguration of Metrolink, commuter rail project, for the Southern California Regional Rail Authority (SCRRA). Designed and implemented a formal utility submittal program incorporating fees to perform right-of-way and

encroachment plan reviews, and subsequent field inspections. He coordinated efforts with MTA Real Estate Department in association with utility matters concerning right-of-way issues. He also served as *Task Manager* for Metrolink Communication design contract.

City of Thousand Oaks, CA - Prepared site evaluation studies for a proposed, City of Thousand Oaks water storage facility using technical, operational, cost and esthetic parameters to arrive at recommendations for the best location to design and construct a 2 million gallon potable water storage tank facility. Some of the issues under study were the level of construction effort required to grade each site, soil conditions, access, drainage, and the level of screening required to make the tank less conspicuous from within the boundaries of the City. Other considerations included costs, constructability, environmental impacts, easements and required property takes.

Sanitary Sewer and Storm Drain Construction, Manhattan, The Bronx and Queens Boroughs, New York, NY - *Section Engineer* managing the construction of all capital projects involving sanitary and storm sewers in the Borough of Queens, New York, located south of Grand Central Parkway. Many of the projects incorporated deep excavations within a dense urban setting, single and two-stage well-point systems for de-watering, installation of pile foundations for large single and double barrel RCP and monolithic reinforced concrete storm sewers and cofferdam construction. Projects Involved sewer maintenance projects to rehabilitate damaged sanitary sewers, resolving field problems, enforcing the terms of the contract, and recommending change orders justifying additional work or recovering credits for deleted work.

Storm Drain Construction, Irvine, CA - *Project Manager* for a 4,000-ft, 48-inch storm drain, was responsible for managing the construction contract for the City of Irvine. Duties and responsibilities included review and approval of submittals, project site visits to resolve field and construction related issues, and for formulating solutions of contract compliance discrepancies by the contractor.

Rocketdyne Corporation, Orange County - Prepared sewer feasibility study for a sewer collection system at a rocket engine test facility owned by Rocketdyne Corp. in the hills of south Orange County, California.

Goodyear All American Pipeline System, Crude Oil Pump Station, City of Goleta, CA - Supervised a team of engineers and design drafters in the preparation of civil plans involving paved access roads, site grading, drainage infrastructure, and specifications for a crude oil pump station located in Goleta, California. The system is a 1,233-mile pipeline that connects oil fields in California with West Texas.

Algis J. Marciuska, PE

QA/QC Manager

Title: QA/QC Manager

Years of Experience: 31

Registration(s):
Registered Civil Engineer - State of California (1989) #44846

Education:

- *M.B.A., (1991), Cal Poly University, Pomona, CA*
- *B.S., Civil Engineering (1986), Cal Poly University, Pomona, CA*
- *A.S., Building Technology (1982), Don Bosco Technical Institute, Rosemead, CA*

Professional Affiliations:

- *Life Member, Chi Epsilon, National Civil Engineering Honor Society*
- *Life Member, Tau Beta Pi, National Engineering Honor Society*
- *Life Member, Delta Mu Delta, National Business Honor Society*
- *Life Member, Golden Key Honor Society*
- *Member, Institute of Transportation Engineers*
- *Member, International Code Council*
- *Member, American Society of Civil Engineers*
- *Member, City and County Engineers Association*
- *Associate Member, California Land Surveyors Association*

Mr. Marciuska has over 31 years of professional engineering experience in the civil engineering profession. He has extensive experience in the design of streets and highways, drainage systems, bridges, culverts, public works facilities, institutional projects, signalization projects, geometric design, land development projects, subdivision mapping, construction surveys, construction engineering, and project management. He has worked in and prepared many plans, specifications, estimates, and studies for the County of San Bernardino, cities in the San Gabriel Valley, the County of Los Angeles, the County of Orange, and the City of San Diego.

RELEVANT EXPERIENCE

Roadway

Cycle 2 Federal Safe Routes to School, El Monte, CA – *Quality Assurance/Quality Control Manager* responsible for providing plans, specifications and cost estimates (PS&E) and related construction documents for the Cycle 2 Federal Safe Routes to School Improvement Project (FSRTS) at various city streets within close proximity to city schools. The project includes the design of pedestrian stop signals with median beacons, flashing Stop signs, the construction of sidewalk where none currently exist, the addition of bulb-outs at the various intersections, and the modification of any noncompliant ADA-pedestrian ramps within a restrictive area adjacent to elementary schools. These improvements will take place adjacent to nine (9) El Monte elementary schools.

Cycle 8 State-Legislated Safe Routes to School, El Monte, CA – *Quality Assurance/Quality Control Manager* responsible for providing plans, specifications and cost estimates (PS&E) and related construction documents for the Cycle 8 State-Legislated Safe Routes to School Improvement Project (SR2S) at various city streets within close proximity to city schools. The project includes the design of pedestrian raised crosswalks, flashing stop signs, the construction of sidewalk where none currently exist, high visibility crosswalks, modify driveway approaches, at the various intersections, and the modification of any non-compliant ADA-pedestrian ramps within a restrictive area adjacent to elementary schools. These improvements will take place adjacent to eighteen (18) El Monte elementary schools within three (3) school districts.

Countywide Transportation Projects, County of San Bernardino - Served as the County of San Bernardino's Project Manager and Project Engineer in the development of over 25 transportation projects throughout the County of San Bernardino including roadway, rail crossing, drainage, bike trail and traffic signal projects. Specific projects include the following:

- Amboy Road Rehabilitation Project - federally funded pavement rehabilitation and management project in Wonder Valley. Project value = $1,250,000.
- Arrow at Redwood Signal and Sidewalk Improvement Project - federally and locally funded signalization project at Redwood Elementary School in Fontana including sidewalk, curb, gutter, and pavement construction for a safe route to school. Project value = $400,000.
- Duncan and Wilson Ranch Railroad Crossings - upgrade of two railroad crossings in the Phelan area at the Union Pacific Railroad. Project included the installation of active warning devices, street lighting, roadway paving, and geometric design. Project value = $800,000.
- Fort Irwin Road Improvement Project – consisted of a $22 million Defense Access Road Widening and Safety Improvement Project. Responsible for all facets of design from surveying to final design as

well as the negotiation of a $7 million change order during construction. Project value = $22,000,000.

- Hook Creek Road Drainage Project – included the replacement of a drainage structure and construction of a retaining wall along Hook Creek Road in Lake Arrowhead area. Project value = $250,000.

- Indian Trail Emergency Reconstruction Project – consisted of a reconstruction project located on the Mojave River. Responsible for consultant selection, contract oversight, FHWA negotiation, and multi-discipline coordination of County, State, and Federal agencies. Project value = $400,000.

- La Cadena Drive Signal Installation Project – included construction of signalization, intersection improvements, signing, and striping of the skewed La Cadena Drive at Barton Road intersection in the cities of Colton and Grand Terrace. Project value = $300,000.

- Larrea Road Paving Project – was a federally funded project for paving 1.8 miles of roadway in Johnson Valley from State Route 247 to a Community Center and Fire Station facility. Project value = $750,000.

- Lenwood Road Emergency Reconstruction Project – consisted of a reconstruction project located on the Mojave River. Responsible for consultant selection, contract oversight, FHWA negotiation, and multi-discipline coordination of County, State, and Federal agencies. Project value = $750,000.

- Maple Lane Reconstruction Project – project consisted of reconstruction of Maple Lane from Big Bear High School to State Route 38 including guard rail, drainage, and re-profiling of the mountain roadway. Project value = $500,000.

- Mesquite Street Paving Project – a federally funded project for paving over a mile of Mesquite Street in the Hesperia area. Project value = $1,000,000.

- Monterey Avenue Safe Routes to Schools Projects - a two-phase federally-funded safe routes to school sidewalk construction project in the San Bernardino area. The project included the construction of curb, gutter, sidewalk, fencing, and curb returns. Project value = $500,000.

- Pamela Drive and Pepper Street Safe Routes to Schools Projects - two concurrently design safe routes to schools sidewalk construction projects in the Chino and Bloomington areas respectively. Provided coordination and community outreach/meetings for Pamela Drive project with the Doris Dickson Elementary School. Project value = $500,000.

- Rock Springs Road Emergency Reconstruction Project - consisted of a reconstruction project located on the Mojave River. Responsible for consultant selection, contract oversight, FHWA

negotiation, and multi-discipline coordination of County, State, and Federal agencies. Project value = $1,000,000.

- Santa Ana River Trail Phases 1, 2, and 3 - bike trail project in the cities of Colton, San Bernardino, and Redlands. Phase 1 preliminary design of the trail from the Riverside County Line through the Colton Landfill to La Cadena Avenue. Phase 2 and Phase 3 federal processing, consultant oversight, plan checking, and agency coordination on behalf of the Regional Parks Department. Project value = $10,000,000.

- Valley at Hemlock Signal Installation Project – project consisted of the installation of traffic signals at the five point intersection of Valley Blvd., Hemlock Avenue, and Fontana Avenue in the City of Fontana. Jointly funded by the City of Fontana, the County of San Bernardino, and the Federal Highway Administration. Project value = $300,000.

- Countywide Pavement Rehabilitation Projects – numerous pavement rehabilitation project throughout the County. Cumulative project value = $10,000,000.

- Countywide Pavement Overlay and Slurry Seal Projects – numerous pavement overlay projects throughout the County with cumulative project value of $6,000,000.

Grade Separations

San Gabriel Trench Grade Separation Project, San Gabriel Valley, CA – *Project Engineer* responsible for providing professional engineering services with the Alameda Corridor East (ACE) and the City of San Gabriel for the grade separation near the historic San Gabriel Mission and adjacent vital Mission District, the San Gabriel High School, and numerous residential properties adjacent to the existing rail right-of-way. The rail trench will substantially reduce operating noise through the elimination of crossing warning horn blasts and signal equipment, and because the trench walls effectively reflect noise upward rather than outward. This project includes, railroad coordination, drainage, utility relocation and traffic control.

Montebello/UPRR Corridor Grade Separation Feasibility Study Report, Montebello, CA – *Project Engineer* currently providing professional engineering design services for the development of a grade separated corridor along UPRR's (Los Angeles Subdivision) and considering various alternatives including a complete trench, partial trench and individual grade separations at Montebello Boulevard, Greenwood Avenue, Maple Avenue and Vale Avenue. The project includes developing conceptual plans in accordance with UPRR and AREMA standards as well as cost estimates. Close coordination with City, ACE Construction Authority, UPRR and CPUC is a critical part of the project which requires timely concept approval.

Ivan Salvatierra, PE, TE

Civil/Traffic – Project Manager

Title: *Project Manager*

Years of Experience: *14*

Registration(s):
Professional Engineer, State of California Civil no. 83901 (2015) Exp.9/30/19
Professional Engineer, State of California Traffic no. 2533 (2009) Exp. 6/30/19

Education:
California State Polytechnic University, Pomona B.S. Civil Engineering, 2006

With over 14 years of civil engineering experience, Ivan has worked on a variety of Civil, Traffic, and Rail engineering projects for client cities, outside agencies, and private sectors. He is responsible for managing the preparing design plans, specifications and estimates.

RELEVANT EXPERIENCE

Civil

Westside Subway Extension (Purple Line) Phase 3, Metro – *Civil Lead Engineer* as part of the lead civil design team for preparation of Request for Proposal and Advanced Preliminary Engineering plans for the 9-mile extension of the existing Metro Purple Line Subway to Westwood. The design consists of 9 underground subway stations connected by dual tunnels beneath existing major roadway corridors. Roadway tasks consist of developing plans for roadway restoration, worksite traffic control, traffic signal restoration, underground utility relocations and temporary roadway decking with excavation support. Tasks also include various studies of construction/excavation methods, methods and pavement management duties.

Lilac to Rancho Double Track Project, San Bernardino County – *Project Manager* currently providing Preliminary Engineering and Environmental Clearance of approximately three miles of second mainline track on the San Gabriel Subdivision within San Bernardino County under the San Bernardino County Transportation Authority (SBCTA. JMD is developing the quiet zone feasibility study and designing the ten at-grade crossings in accordance with SCRRA/Metrolink standards. Tasks consisted of grade crossing improvements, roadway plan/profile improvement plans, signage and striping and drainage plans.

City Traffic Engineering Services, City of Industry – *Project Manager* responsible for management of various roadway improvements within the city of Industry. As part of the city's CIP program, JMD is responsible for development and design of various Civil and Traffic improvements. Tasks consist of developing improvement plans for roadways widenings and reconstruction, drainage, traffic signals, signage and striping.

Best Buy Development - *Project Engineer.* Designed and prepared final plans for the development of a Best Buy Retail Store. Tasks consisted of generating construction plans for street improvements, street widening, traffic signal modification, roadway signing and striping, street lighting, and utilities. The design also consisted of generating construction plans for grading, utility, horizontal control, erosion control, parking lot pavement, street improvement and hydrology plans and analysis.

Chaffey College Expansion – *Assistant Project Engineer.* Assisted with the design and preparation of plans for the expansion of Chaffey College campus facilities. Tasks consisted of generating construction plans for roadway alignment, drainage, parking lot pavement and storm drain system.

Traffic

Metro Orange Line Extension – *Project Engineer*. Lead design team for preparation of Preliminary Engineering plans for the 4-mile extension of the existing Metro Orange Line Busway from Canoga Park station to the Chatsworth Metro link station. Preliminary Engineering plans were prepared for design/build bid documents. Tasks consisted of geometric re-design of seven intersections along Canoga Avenue including street widening and

modification of existing traffic signals. Assisted with design of busway alignment in accordance with LRT standards to allow for a future conversion and pedestrian/bicycle path facility along alignment.

Douglas Park Development, City of Long Beach - *Project Engineer.* Designed and prepared traffic signal modification plans for the installation of an Adaptive Traffic Control System for over 120 intersections. Tasks consisted of field verification of all existing signal equipment, design of system loops for Adaptive Traffic Control System and 8+ miles of fiber optic communication network in Long Beach and its surrounding cities.

Atlantic Corridor Improvements, City of Long Beach - *Project Engineer.* Designed and prepared construction plans and documents for the modification of 20 traffic signals and fiber optic communication along Atlantic Avenue in Long Beach. Tasks consisted of generating traffic signal modification plans, fiber optic communication plans, CCTV camera plans, construction cost estimate, and technical specifications documents.

Ball Road Pedestrian Improvements, City of Anaheim - *Project Engineer.* Designed and prepared traffic signal modification for 7 intersections and interconnect communication, and roadway restriping to add a bicycle lane along Ball road between Knott Avenue and Brookhurst Street. Tasks consisted of field verification of all signing, striping, existing traffic signal, and communication equipment.

Main Traffic Signal Improvement, City of Santa Monica - *Project Engineer.* Designed and prepared traffic signal modification for 22 intersections in the City of Santa Monica. Tasks consisted of existing traffic signal inventory, generating traffic signal improvement plans, and communication plans.

Guasti Road, City of Ontario - *Project Engineer*. Designed and prepared construction plans for roadway and traffic elements. Tasks consisted of geometric design of a new roadway, traffic signals, street lighting, and signal interconnect.

Anaverde Development, City of Palmdale - *Project Engineer.* Designed and prepared construction plans for roadway and traffic elements. Tasks consisted of geometric design of a new roadway, traffic signals, street lighting, and signal interconnect.

Lassen Street Metrolink Crossing – *Project Engineer.* Designed and prepared engineering plans for signalized railroad crossing adjacent to the Chatsworth Metrolink station. Tasks consisted of generating traffic signal plans at the station entrance and adjacent railroad crossing. A prior hazard to the crossing due to an existing loading dock driveway 50 feet away was solved by proper placement of equipment.

Metro Exposition Light Rail Traffic Control - *Project Engineer.* Designed and prepared traffic control plans for the Metro Exposition Line construction. Tasks consisted of preparation of traffic control plans for various stages of construction in cooperation with LADOT and the City of Culver City.

Bikeways

UPRR/La Habra Bikeway, City of La Habra - *Project Engineer* currently providing professional engineering services for the design of the La Habra Union Pacific Rail Line Bikeway Project from the west City limit to the east City limit. The La Habra bikeway will eventually connect to future bikeways to the west in the City of Whittier (Greenway Trail) and to the east to the City of Brea's bikeway as part of OCTA's Regional Commuter Bikeway Priorities and Orange County Loop Project. Project tasks include preliminary and final engineering phases including conceptual design, preparation of environmental documents, schematic design, right-of-way engineering maps and necessary legal descriptions, as well as preparation of final construction plans, specifications and cost estimates. The project includes bikeway alignment, drainage, traffic signal, and structural plans for the project.

Main Street Bicycle Lane, City of Santa Monica - *Project Engineer.* Designed and prepared signing and striping plans for the City of Santa Monica for the installation of bicycle lanes along Main Street between Colorado Ave and Pico Blvd adjacent to City hall. Along with pavement reconstruction, tasks consisted of geometric design along Main Street with striping of a Class II Bicycle lane, street parking, and two mid-block pedestrian cross-walks with improved safety enhancements.

Ball Road Pedestrian Improvements, City of Anaheim - *Project Engineer.* Designed and prepared traffic signal modification for 7 intersections and interconnect communication, and roadway restriping to add a bicycle lane along Ball road between Knott Avenue and Brookhurst Street. Tasks consisted of field verification of all signing, striping, existing traffic signal, and communication equipment.

On Call City Services

On Call Light Rail Engineering, City of Glendora – *Project Manager* responsible for reviewing design-build documents for the Metro Gold Line Foothill Extension, Phase 2B (Azusa to Claremont) on behalf of the City. The documents include plans and specifications covering track, grading, drainage, grade crossing, station, bridge and parking facility improvements.

Grade Crossings

25th Street Grade Crossing Improvement, City of Vernon - *Project Manager* currently responsible for developing grade crossing improvement plans at the UPRR crossing with 25th street. Working with a private developer to obtain approval from the CPUC, City and UPRR for driveway access adjacent to the crossing. Task consisted of agency coordination, grade crossing plan, signing and striping plan and drafting the General Order #88.

Steve Itagaki, PE, TE, PTOE

Civil/Traffic – Task Lead

Title: Project Manager

Years of Experience: 27

Registration(s):

Registered Professional Engineer, State of California, #C 67470 (exp. 6/30/2019)

Registered Traffic Engineer, State of California, #TR2394 (exp. 6/30/2019)

Professional Traffic Operations Engineer, #2156 (exp. 6/6/2019)

Education:

California State Polytechnic University, Pomona
B.S. Civil Engineering, 1991

Professional Affiliations:

- *American Society of Civil Engineers*
- *Institute of Transportation Engineers*

Training:

University of California, Berkeley
Roadway Lighting Design, 1992

Rio Hondo Community College
Post Certified Radar Operations, 1992

University of California, Berkeley
Construction Inspection for Traffic Signals and Highway Lighting Systems, 1998

Tetra Tech - Project Management Training Camp, 2003

Metropolitan Transportation Authority
Intelligent Transportation Systems (ITS) Standards Overview, Center-to-Center Communications, and Dynamic Message Signs, June 2004

Metropolitan Transportation Authority
ITS Systems Communications, October 2004

Metropolitan Transportation Authority
ITS Video Detection & Surveillance (CCTV), November 2004

RELEVANT EXPERIENCE

Traffic and Transportation Studies

Central Avenue Street Corridor Transportation Study & Conceptual Design Plans, City of Compton – Project Manager assisted the JMD team in preparing a Transportation Study/PSRE and seeking local, State and Federal transportation funds for the improvement of Central Ave Corridor between Artesia Blvd and El Segundo Blvd. in the City of Compton. This Transportation Study/PSRE and Conceptual Plans, considered Phase I of the project, will allow the City to evaluate transportation needs in the key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system. JMD is developing three alternatives which consider conventional, complete and green street elements to best address local access and circulation needs on Central Avenue. Such mix of alternatives also increases the likelihood of obtaining project funding. The project included roadway rehabilitation including full depth reclamation (FDR) as well as isolated, median, driveway and curb ramps improvements.

Countywide ITS Inventory, Metro (c/o Iteris) - *Project Engineer* assisted Metro adopt and implement the 2009 Long Range Transportation Plan (LRTP) that sets the vision for transportation networks within the County of Los Angeles for the next 30 years. The LRTP focuses on maximizing the arterial system's capacity through technology and an Intelligent Transportation System (ITS). This project focuses on establishing an arterial ITS inventory that creates a baseline in order to monitor progress of ITS technology development. A comprehensive data collection was performed by JMD to establish the baseline inventory for local cities within the County. The ITS inventory progress is monitored through web-based software and summarizes the inventory data by agency jurisdiction and by arterial corridor.

Safe Route to Schools, City of Pico Rivera – *Project Manager* providing professional engineering services to optimize the pedestrian circulation system as a result of the closures of four schools in the City of Pico Rivera. The school closures impacted the City's Safe Route to Schools for nine schools. This study identified pedestrian school routes with new or enhanced signing, striping, crosswalks, traffic signal modifications, and in-pavement warning lights.

Traffic Signals

Fern Avenue/Kimball Avenue Traffic Signal and Interconnect, City of Chino - *Project Manager* prepared traffic signal and signing and striping plans for Fern Avenue/Kimball Avenue and traffic signal interconnect designs along Kimball Avenue, Mountain Avenue, Bickmore Avenue and Fern Avenue all in the City of Chino and within the respective segments shown below:

- Kimball Avenue - El Prado Road to Mountain Avenue
- Mountain Avenue - Kimball Avenue to Bickmore Avenue
- Bickmore Avenue - Mountain Avenue to Euclid Avenue
- Fern Avenue - Bickmore Avenue to Kimball Avenue

With over 27 years of civil engineering experience as a Project Manager, Steve has worked on a variety of civil and traffic engineering projects for client cities, outside agencies, private sectors and California Department of Transportation (Caltrans). He is responsible for managing and preparing plans, specifications and estimates for traffic signal, street lighting, signing, striping and traffic control projects utilizing AutoCAD with AutoTurn, Microstation, and Lighting Programs ALADAN and Visual. His experience also includes traffic studies and reports utilizing the Highway Capacity Software (HCS), Intersection Capacity Utilization (ICU), Synchro, and SPEEDPLOT.

Two Traffic Signal Modifications, City of Santa Clarita – Project Manager responsible for providing engineering services for the proposed traffic signal improvements at the intersections of Bouquet Canyon Road at Haskell Canyon Road and Soledad Canyon Road at Luther Drive/Homyr Place in the City of Santa Clarita.

San Bernardino Valley Tier 3 and 4 Traffic Signal Synchronization Project, SANBAG - JMD is currently preparing traffic signal designs for the synchronization of multiple traffic signals along various roadway corridors in the City of Redlands and County of San Bernardino.

Roadways

Central Avenue Street Corridor, City of Compton - *Project Engineer* responsible for preparing a Transportation Study/PSRE and seeking local, State and Federal transportation funds for the improvement of Central Ave Corridor between Artesia Blvd and El Segundo Blvd. in the City of Compton. This Transportation Study/PSRE and Conceptual Plans, considered Phase I of the project, will allow the City to evaluate transportation needs in the key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system. JMD developed three alternatives which consider conventional, complete and green street elements to best address local access and circulation needs on Central Avenue. Such mix of alternatives also increased the likelihood of obtaining project funding.

Eastside LRT Access (Streetscape) Project - Phase 2, LACMTA – *Project Engineer* as part of the AECOM Team. JMD is currently developing preliminary and final design for various streetscape treatments with the purpose of improving access and promoting aesthetics to the existing Eastside Light Rail Transit Project. Specific improvements include bulbouts at intersections, widened sidewalks, bikeways, traffic signals and lighting as well as hardscape (benches) and landscaping within or near the light rail transit alignment in East Los Angeles in support of a complete streets concept and pedestrian linkage program. The improvements have been coordinated with local stakeholders and require approval and permitting by the City of Los Angeles and Los Angeles County Department of Public Works.

Telegraph Road Street Improvement Project, City of Commerce – *Lead Traffic Engineer responsible for* providing preliminary and final design plans for the rehabilitation of Telegraph Road, between Atlantic Boulevard and the Rio Hondo Channel (approximately 3 miles) in the City of Commerce. Rehabilitation improvements include street reconstruction and resurfacing. In addition, the project includes surface improvements at the Los Nietos Subdivision, a Union Pacific Railroad (UPRR) grade crossing, towards the east end of the project. JMD is responsible for developing roadway, grade crossing, signing and striping and traffic control plans. Close coordination with Metro (funding), Caltrans, UPRR and the California Public Utilities Commission (CPUC) is an important element of the project.

Cycle 2 Federal Safe Routes to School, City of El Monte - *Project Manager* responsible for providing plans, specifications and cost estimates (PS&E) and related construction documents for the Cycle 2 Federal Safe Routes to School Improvement Project (FSRTS) at various city streets within close proximity to

city schools. The project includes the design of pedestrian stop signals with median beacons, flashing Stop signs, the construction of sidewalk where none currently exist, the addition of bulb-outs at the various intersections, and the modification of any noncompliant ADA-pedestrian ramps within a restrictive area adjacent to elementary schools. These improvements will take place adjacent to nine (9) El Monte elementary schools.

Streetscapes

Empire Avenue Improvements, City of Burbank - *Lead Design Engineer* involved in providing final PS&E design and construction related services for the Empire Avenue Streetscape Project. This project proposes to add streetscape features along Empire Avenue between the City's western boundary and Victory Place. This project includes the resurfacing and widening of 1.23 miles of existing roadway along Empire Avenue. The tasks included traffic signal installation and modifications, traffic signal interconnect, signing and striping, and street lighting plans, specifications and construction cost estimates.

Santa Ana Street Streetscape, City of Anaheim Redevelopment Agency – *Project Engineer* responsible for preliminary and final PS&E design and construction support services for Santa Ana Street, between Olive Street and Vine Street, in Downtown Anaheim. The project consists of streetscape improvements including roadway, wide sidewalk, decorative lighting, parkways, landscaping, irrigation and grade crossing improvements. Close coordination with local agencies and SCRRA/Metrolink was required.

Bikeways

SBCCOG Bikeway, City of El Segundo - *Project Engineer* prepared preliminary and final design, of new commuter bikeways (Class I, II and III) along four streets in the City of El Segundo. The initial four priority bikeway corridors were:

- Class I – Metro's Harbor Subdivision adjacent to Aviation Blvd, from Imperial Hwy to Rosecrans Ave.
- Class II and III – Douglas Street, from Imperial Hwy to Rosecrans Ave.
- Class II – Nash Street, from Imperial Hwy to El Segundo Blvd.
- Class II – El Segundo Blvd, from Aviation Blvd. to Sepulveda Blvd.

The new bikeways will serve as attractive and viable commuter alternatives for employees and visitors of El Segundo's commercial and industrial centers. The bikeways will also link El Segundo destinations and employment centers to the regional transit system (i.e. Crenshaw LRT and Green Line).

Cross Valley Connector Gap Closure and Class 1 Bike Trail, City of Santa Clarita - *Lead Design Engineer* for the preparation of PS&E for a new 1.5 mile highway connecting Newhall Ranch Road to the I-5 Freeway in the City of Santa Clarita. This major arterial highway included four lanes in each direction, landscaped medians, Class 1 bike trails, and intersection improvements. Work tasks included traffic signal modifications; signing and pavement delineation; construction staging and traffic control; street lighting; bidding and construction support services; and preparation of final construction plans, specifications, and cost estimates.

Steve Lang, ASLA, PIC

Project Role:
Landscape Architecture

Education:
Bachelors of Arts, Landscape Architecture,
University of California, Berkeley

Registration(s):
Registered Landscape Architect,
State of California, #1771
State of Nevada, #461

Professional Affiliation(s):
American Society of Landscape Architects (ASLA)
California Parks and Recreation Society
CPRS
American Trails
Council for Watershed Health

Years of Experience:
36+

A Principal at MIG's Fullerton office, Steve Lang has more than 36 years of experience in landscape architecture and project management. He has managed the preparation of conceptual studies, master plans, and construction drawings for projects ranging from trails and corridors, to urban redevelopment and natural parks. His experience includes regional interpretive trails along waterways; neighborhood, community and regional parks; equestrian facilities; sports complexes; streetscapes; and road improvements.

REPRESENTATIVE PROJECTS

Yorba Linda Landscape and Maintenance Assessment District Landscape Transition Design, Yorba Linda, California – *Principal-in-Charge* – MIG worked with the City of Yorba Linda on developing transition landscape plans for their medians, parkways and side slope areas that are part of the Landscape Maintenance Assessment District. With over 400 acres of community landscapes, the City is looking for a measured approach that can be promptly implemented. Rather than spend a large part of the budget on construction document design, the City has commissioned MIG to create a variety of drought tolerant landscape plan prototypes that the City can select and bid with detailed performance specifications for targeted implementation by experienced landscape contractors.

West San Gabriel River Parkway Nature Trail Phases I, II, and III, Lakewood, California – *Principal-in-Charge of all three phases of project* - West San Gabriel River Parkway Nature Trail represents a multi-phased development of over 20 acres and 1 ½ miles of meandering decomposed granite trail along the west bank of the San Gabriel River. MIG was responsible for the public outreach process, conceptual plans, design development, construction plans and construction support services. In addition, MIG participated in the preparation of successful grant proposals and subsequent interviews for State funding of the Projects.

Big Bear Valley Pedestrian, Bicycle and Equestrian Master Plan, City of Big Bear Lake, California – *Principal-in-Charge* – MIG prepared a Master Plan for a comprehensive plan and vision for a well planned multi-modal system to improve connectivity and safety for all modes and users in the Big Bear Valley Community. The Project area included 16.5 square miles of land, including both incorporated and unincorporated communities. The Valley's influx of tourists and goal of becoming a year round recreational resort places an even greater strain on streets and trails. This required a balance and responsive system plan for all transportation modes and connection of the surrounding US Forest trails and recreational opportunities. MIG was responsible for the community outreach, stakeholder interviews, presentations to advisory committees and City Council, coordination of project "Get There Big Bear" website, and preparation of draft and final master plan report.

Geo-Advantec Inc.

Geotechnical Engineering. Earthquake Engineering. Engineering Geology

SHAWN ARIANNIA, Ph.D., P.E, G.E
PRINCIPAL GEOTECHNICAL ENGINEER

EDUCATION

- B.S., Civil Engineering (1982), University of Tehran
- M.S., Civil Engineering (1985), University of Tehran
- Ph.D., Geotechnical Engineering, University of California, Los Angeles (UCLA)

REGISTRATION

- Registered Geotechnical Engineer: California, #2824
- Professional Civil Engineer: California, #65642
- Past President, ASCE Inland Empire Geotechnical Committee

EXPERIENCE HIGHLIGHTS

- 32 years of experience in Civil Engineering and Geotechnical Engineering Projects for Public and Private Clients
- Served as the Geotechnical Engineer of Record and completed more than 200 geotechnical study for DSA projects in California, including schools and community colleges
- Saved Hundreds of Thousand Dollars for Clients by Providing High Quality yet economic alternate geotechnical engineering Solutions
- High Extent of familiarity with all the tasks involved in transportation projects
- Vast knowledge and experience in Geotechnical Seismic Rehabilitation Study and Site Specific Evaluations
- Extensive Experience in Pavement design, retrofit and management projects with various cities in Southern California
- Geotechnical engineering for various transportation, bridge, parking structures and commercial buildings

Dr. Ariannia has more than 32 years of experience in design, supervision and technical management for projects in the structural and geotechnical fields. He possesses extensive and responsible experience in design, supervision, and technical management of major projects in both structural and geotechnical fields. He has been involved in major projects such as transportation/transit, highway and railroad bridges, tunnels, power plants, cooling towers, silos, and medium to high-rise multi story structures. The breadth of his experience includes geotechnical analysis, field and laboratory test management, slope stability and liquefaction analysis, seismic hazard evaluation, pile and earth retaining structures design, design and implementation of soils and slope stabilization, repair and retrofit methods relevant to soils, foundation, and structural behavior for different types of structures. During last two decades, he has actively practiced geotechnical engineering and consulting in southern California and has been the Geotechnical Engineer of Record for numerous road, highway and transportation projects, educational projects, multi-story buildings, and parking structures.

He served as the principal geotechnical engineer for various types of projects including:

- Transportation, Pavement Engineering, Bridges, and Parking Structures
- Aviation, Ports and Harbors
- Public works, Cities, and Municipalities
- Schools and Educational Facilities
- Hospitals and Medical Facilities

RELEVANT EXPERIENCES

- Principal geotechnical engineer of Washington Boulevard rehabilitation project for the city of Commerce
- Principal geotechnical engineer for the pavement rehabilitation of Eastern Avenue for the city of Commerce
- Principal geotechnical engineer of citywide pavement study for the city of Pomona
- Principal geotechnical engineer for the city of Torrance transit park and ride regional terminal, Phase I, rough grading
- Principal geotechnical engineer of City of Long Beach Geotechnical, Geologic, and Geohazard Study for Queen Mary Waterfront Development at Port of Long Beach, City of Long Beach
- Principal geotechnical engineer and reviewer of geotechnical constructability review project for the Port of Los Angeles developments including C Street/I-110 Freeway Access Ramp Improvements, Harry Bridges Boulevard Undercrossing, Bridge No. 53-3048S and retaining walls 318 and 320
- Principal geotechnical engineer of Valley Blvd. Sewer Replacement for the city of Alhambra
- Principal geotechnical engineer of the Beverly Blvd. New Water Main Replacement

for the city of Whittier

- Project manager and principal geotechnical engineer of Yorba Substation site investigation project for the city of Anaheim
- Principal geotechnical engineer of the Las Serranos Water Line replacement, Phase VII for the city of Chino Hills
- Principal geotechnical engineer of Comstock Avenue watermain improvement for the city of Whittier
- Principal geotechnical engineer of Stagecoach Park Reclaimed Water Line project for the city of Corona
- Principal geotechnical engineer of the Longden Avenue Sewer Line replacement for the city of Temple City
- Principal geotechnical engineer of the Rosemead Boulevard Rehabilitation project for the city of Temple City
- Principal geotechnical engineer of multilocation stormwater disposal investigation at Gary Street for the city of Pomona
- Project manager and principal geotechnical engineer of future Stormwater disposal investigation project for the city of San Dimas
- Principal geotechnical engineer of Los Angeles County Metropolitan Transportation Authority (Metro) project, Preliminary Geotechnical Engineering, Initial Site Assessment (ISA), and Phase II Environmental study for Lakewood and Alondra Intersections (Metro Hotspot Project), City of Bellflower
- Project manager and Geotechnical supervisor of the field testing and inspection as well as laboratory testing for Del Amo boulevard project of the city of Torrance
- Project manager and supervisor of the field testing and inspection as well as laboratory testing for pavement rehabilitation project of the city of La Mirada
- Principal in charge of the geotechnical instrumentation and monitoring for Trunk Line South, Unit 4, Phase 2 for Los Angeles Department of Water and power (LADWP)
- Principal geotechnical engineer of geotechnical grading, monitoring, and testing for LAX Qantas Hangar grading operation
- Principal geotechnical engineer of Los Angeles County Metropolitan Transportation Authority (Metro) project, PA/ED for I-605/SR-60 interchange improvement, County of Los Angeles
- Principal geotechnical engineer for Caltrans, Cenda Bridge (Br. No. 54-1308L) on I-15 Replacement Project
- Principal geotechnical engineer of Caltrans Schuyler Heim Bridge piers in Wilmington, CA Monitoring on Core sampling and logging for large diameter piles
- Principal geotechnical engineer of geotechnical field engineering and testing for the Los Angeles International Airport (LAX)

ALEX KHEZRI, EIT

Project Engineer/Civil & Traffic Engineer

PROFESSIONAL REGISTRATION

Engineer-In-Training

EDUCATION

Master of Highway & Transportation Engineering,
University of Putra Malaysia, Serdang, Selangor, Malaysia, June 2016

Bachelor of Applied Science in Civil Engineering,
University of British Columbia, Vancouver BC, Canada, April 2000

AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Institute of Transportation Engineers (ITE)
- The Association of Professional Engineers and Geoscientists of the Province of British Columbia
- Iranian American Society of Civil Engineers and Architects (ISCEA)

EXPERIENCE

Years of Experience: 17
Years with Current Firm: 15

PROFESSIONAL EXPERIENCE

Mr. Khezri has more than 17 years of experience in the field of civil engineering and plan preparation as well as numerous land surveying and base plan preparation. He has extensive experience in preparation of street improvement plans and related construction documents. Mr. Khezri has initiated several street improvements and median projects from conceptual level to final completion. He also has gained a great deal of experiences in land surveying and field investigation for public projects and ADA Access requirements. He has worked on numerous projects for municipalities and Caltrans throughout Orange and Los Angeles Counties. He is very familiar with use of the W.A.T.C.H. manual and Caltrans Design and Traffic Manuals. Mr. Khezri is highly skilled in Technical Software including the latest versions of Land Desktop development (LDD), Civil 3D, AutoCAD, Primavera Project Management software, Synchro, and Ipsan traffic engineering software.

PROJECT EXPERIENCE

Biola Avenue and Various other Residential Street Improvements, City of La Mirada - Mr. Khezri prepared pavement reconstruction, signing and striping, construction staging and traffic control plans and cost estimate for rehabilitation of Biola Avenue and various other side streets. The work included field walk and field measurements, preparation of base map, assessment of pavement condition for selecting a suitable method to rehabilitate existing deteriorated pavement, identified damaged, raised, or sunken curb and gutter, cross gutter and developed solutions to improve drainage, sidewalk, ADA curb access ramps, and driveway. Prepared plans for replacing metal pipes (CMP) with CIPP, utility adjustments, demolition and revamp of concrete facilities and assisted in providing construction support during construction.

I-5 /Sand Canyon Avenue Interchange, City of Irvine (Caltrans) - Mr. Khezri Prepared Construction Staging, Traffic Control, Singing and Striping Plans, and Traffic Sign designs and related tables for on/off ramp at I-5 and Sand Canyon Avenue.

Pacific Park Drive. Pavement Rehabilitation and Street Improvements, City of Aliso Viejo - Mr. Khezri prepared Plans, Specifications and Cost Estimates for pavement rehabilitation and reconstruction of any damaged curb & gutter and sidewalk from Alicia Parkway to La Paz Road. The work involved design survey, job walk, geotechnical and pavement analysis to select a suitable method to rehabilitate existing pavement, construction of any damaged curb & gutter and sidewalk, and upgrade ADA curb access ramps, signing and striping, construction staging and traffic control plan and utilities adjustments.

#19.

Long Beach Boulevard Rehab, Construction of Raised Median Curb, and Landscaping, City of Lynwood - Mr. Khezri prepared PS & E documents for pavement rehabilitation, construction of raised median, installation of landscaping irrigation system with a few Bio-Tree wells and City entry Marker on two segments of long Beach Blvd from Tweedy Blvd. to Orchard Ave. Work included design survey and base map preparation, job walk, geotechnical and pavement analysis to select a suitable method to rehabilitate existing pavement, and to review and replace any damaged, raised, or sunken curb and gutter, sidewalk, ADA curb access ramps, driveway, signing and striping , construction staging and traffic control plan, and replacing metal pipes (CMP) with RCP, utility adjustments, median landscaping and irrigation system demolition and revamp, installation of SWPPP filters and implementation of post construction BMP.

Imperial Highway Rehab, Construction of Raised Median Curb and Median Landscaping, City of Downey - Mr. Khezri prepared PS&E construction documents for pavement rehabilitation and overlay, pavement removal and reconstruction, raised median construction, median landscaping and installation of new irrigation system on two segments of Imperial highway between Downey Ave. and the West City Limit and between Bellflower Blvd and East City Limit. The work included field walk and field measurements, preparation of base map, assessment of pavement condition for selecting a suitable method to rehabilitate existing deteriorated pavement, identified damaged, raised, or sunken curb and gutter, cross gutter and developed solutions to improve drainage, sidewalk, ADA curb access ramps, and driveway. Prepared plans for replacing metal pipes (CMP) with RCP, utility adjustments, demolition and revamp of concrete facilities and assisted in providing construction support during construction and utility adjustments, median landscaping and irrigation system demolition and revamp, installation of SWPPP filters and implementation of post construction BMP.

Dale Avenue Pavement Rehab and Street Improvements, City of Stanton - Mr. Khezri Prepared Plans, Specifications and Cost Estimates for pavement rehabilitation and reconstruction of any damaged curb & gutter and sidewalk from Katella to Cerritos Avenue. The work involved design survey, job walk, geotechnical and pavement analysis to select a suitable method to rehabilitate existing pavement, construction of curb & gutter and sidewalk, construction of ADA curb access ramps, signing and striping, construction staging and traffic control plan and utilities adjustments.

John Inmon Drainage Channel Replacement, City of Irvine - Mr. Khezri prepared Construction Plans, specifications and cost estimates for new drainage channel. The work involved designed survey and grading, repairs, removal, reconstruction, and alterations to the existing swales, drainage inlets, drainage risers, storm drain pipe and manholes, and catch basins.

Imperial Highway Rehab, Median Landscaping, and Traffic Signal Modifications, City of La Mirada - Mr. Khezri prepared PS&E construction documents for pavement rehabilitation and reconstruction, removal and reconstruction, replacing metal pipes (CMP) with RCP, utility adjustments, median landscaping and irrigation system demolition and revamp, installation of SWPPP filters and implementation of post construction BMP, and addition of protected left turn lanes at two intersections requiring relocation and modification of traffic signals and phasing.

Aliso Creek Road Median Installation, City of Aliso Viejo - Mr. Khezri prepared plans, specifications and cost estimates for installation of new landscaped median on Aliso Creek Road in the City of Aliso Viejo. Work involved layout of median, plans and profile sheets, median drainage, relocation of Manholes, relocation of utilities, grading, pavement R&R, striping , construction staging and traffic control plan, developing cost estimates and working with the landscape architects to set site distance and other design criteria.

Glenwood Drive and Aliso Creek Road Intersection Improvements, City of Aliso Viejo - Phase I of the project involved three alternative designs and studies for adding additional left turn lanes to Glenwood Drive at the intersection of Aliso Creek Road. Phase II of the project included construction PS&E for widening and re-striping Glenwood Drive, from Golf Drive to Brooklyn Street. The work involved design survey, mapping, field engineering, utility adjustments, right-of-way identification, street widening, curb & gutter and sidewalk, traffic signal modifications and relocations, traffic lane reconfiguration and re-striping.

4. UNDERSTANDING, APPROACH AND SCOPE

Project Understanding

The City of Compton, who maintains approximately 173 centerline miles of pavement within the City limits, has secured Highway Safety Improvement Program (HSIP) funds to reconstruct Compton Boulevard, within City boundaries. The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads.

The proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised median islands, adding Class II bicycle lanes and enhancing pedestrian crossings, as well as improving some parkways, sidewalks and curb ramps which do not meet ADA standards.

The City applied and obtained an HSIP Cycle 7 and Cycle 8 grants. Cycle 7 covers the installation of raised medians and Class II bicycle lanes along Compton Boulevard, from Willowbrook Avenue to the eastern City limits. Cycle 8 addresses systemic issues along the Compton Boulevard Corridor by installing bicycle lanes and lighting along Compton Boulevard from Willowbrook Avenue as well as enhancing pedestrian crossings at 15 intersections.

The City is, therefore, procuring the services of a qualified consultant that can provide professional engineering design services in a responsive, cost effective and timely manner. The selected consultant may ultimately provide review, professional design and estimate, and engineering services for the development and preparation of construction documents.

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

JMD anticipates enhancing safety by implementing applicable conventional and complete street elements, illustrated on the following page, to best address local access and circulation needs on Compton Boulevard. Green street elements are less likely due to the safety focus of funding grants obtained. JMD has performed similar services on Central Avenue in the City of Compton and is uniquely qualified and experienced to develop a regionally significant, safe, multimodal, aesthetically pleasing and sustainable corridor on Compton Boulevard to meet current Federal funding.

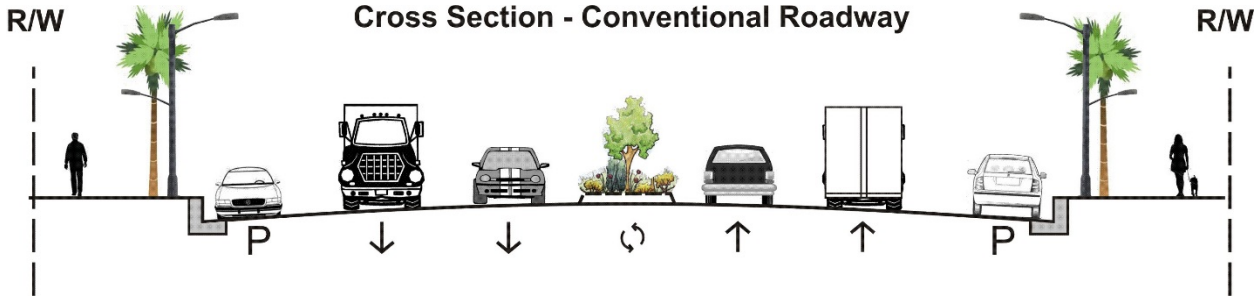
Key Issues

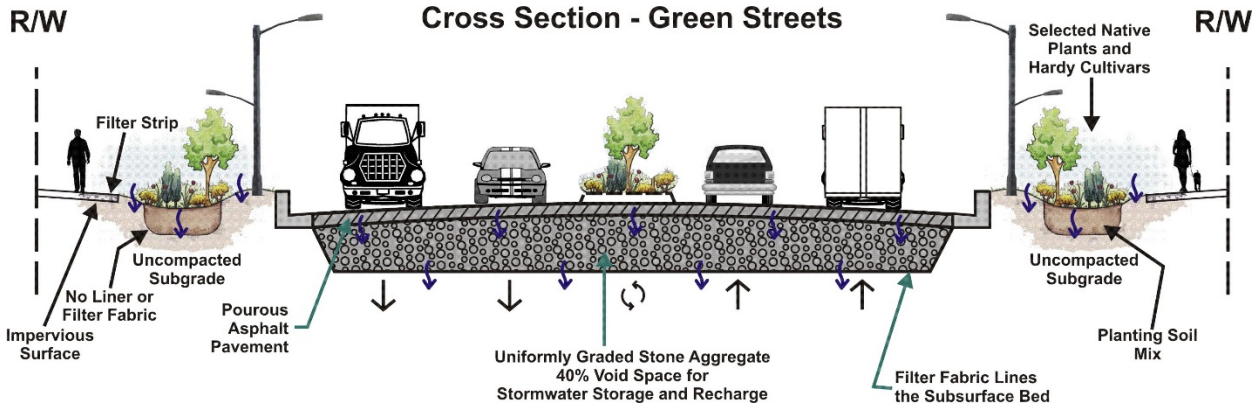
The JMD Team has carefully reviewed the subject RFP requirements, complemented by field reviews and local knowledge, and has identified key issues to be addressed for the project. Key issues are briefly discussed below and illustrated on the following pages.

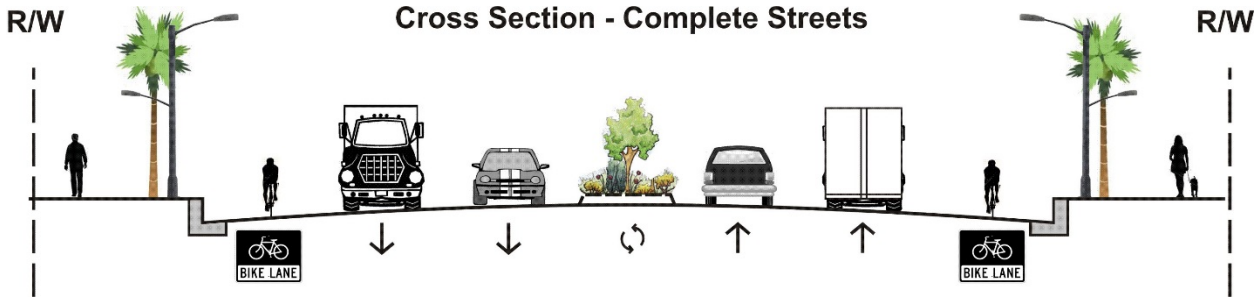
ADA

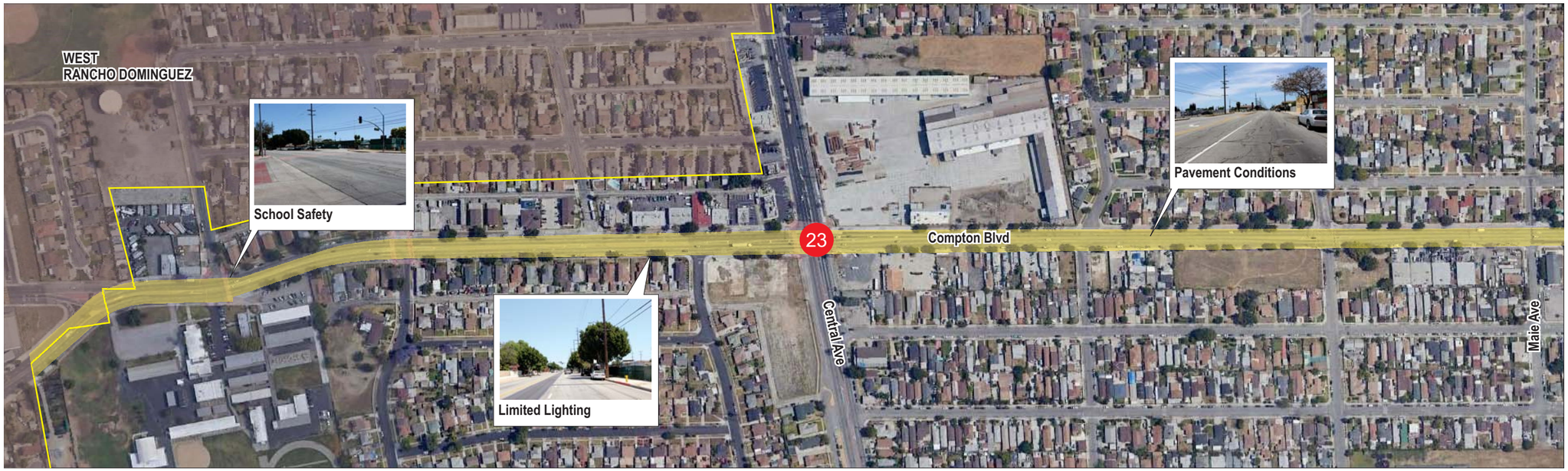


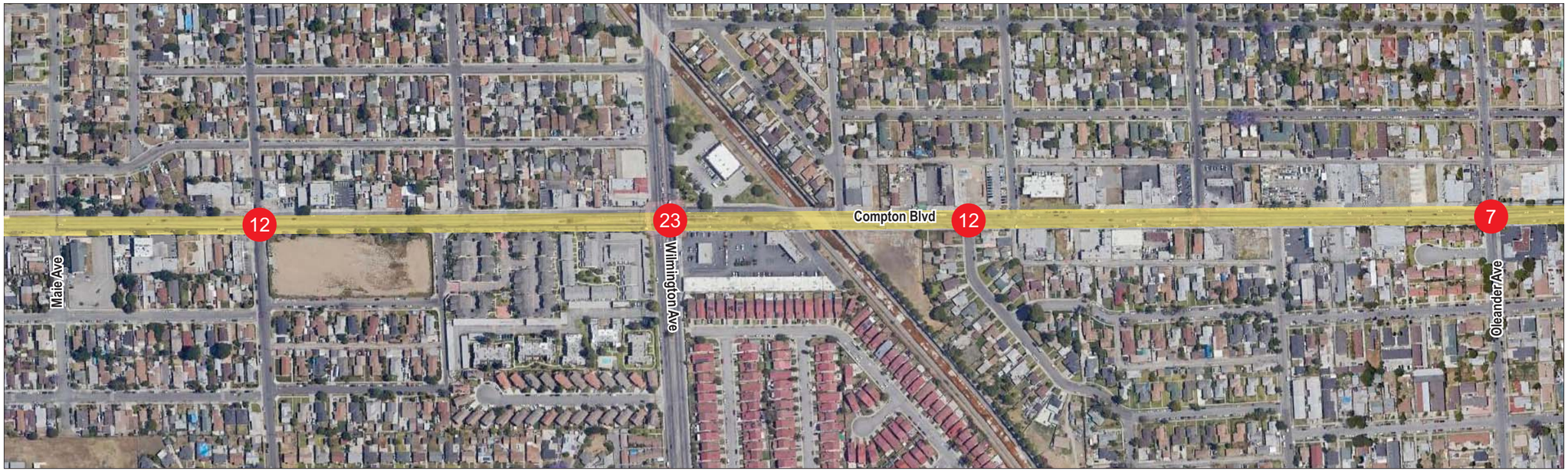
Compton Boulevard has curb ramps and sidewalks, which do not fully meet Americans with Disabilities Act (ADA) requirements. To comply, proposed improvements will require that curb ramps be provided at all intersections being modified as well as midblock crossings where pedestrian access is legally provided.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


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


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


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





CITY OF COMPTON
COMPTON BOULEVARD STREET DESIGN SERVICES

LEGEND

- Railroad Track (Existing)
- City Limit
- C — Constraints
- Unimproved Pavement
- Temporarily Improved Pavement
- # — High Accident Locations (# of accidents)

JMD
PLANNING | ENGINEERING | MANAGEMENT

COMPTON BOULEVARD
KEY ISSUES MAP

FIGUR
F-1

#19.

#19.



CITY OF COMPTON
COMPTON BOULEVARD STREET DESIGN SERVICES

LEGEND

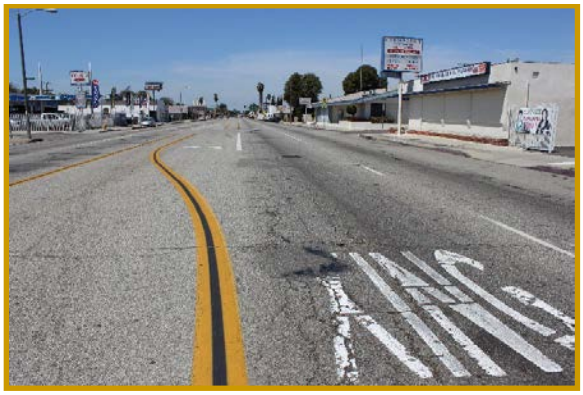
- Railroad Track (Existing)
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- C — Constraints
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- Temporarily Improved Pavement
- # — High Accident Locations (# of accidents)

JMD
PLANNING | ENGINEERING | MANAGEMENT

COMPTON BOULEVARD
KEY ISSUES MAP

FIGURE
F-2

Access and Circulation



Access and circulation are vital elements to any City which serves local and regional traffic. Compton Boulevard is a perfect example which serves local businesses, commercial centers as well as regional commuter and goods movement traffic. Such conditions and needs require careful planning of the proposed Compton Boulevard Street Design Services project to avoid local and regional impacts.

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

Safety



Compton Boulevard is a primary east-west corridor which carries a large volume of vehicles and has numerous crosswalks without stop signs. JMD has experience identifying high risk locations and reducing risk by either improving visibility, shortening crosswalk lengths, adding bulb-outs as well as providing signage, lighting or a combination of these methods to ensure pedestrian safety crossing Compton Boulevard.

Right of Way



Accurate right of way boundaries are essential due to the high cost of acquiring right of way. In the case of Compton Boulevard, avoiding right of way acquisition will be important especially when considering the modification of curb ramps which currently do not have the required landing at the top of ramps. JMD staff are highly experienced in working with local agencies to avoid costly right of way acquisition associated with providing ADA compliant curb ramps and sidewalk.

Drainage/Utilities



Compton Boulevard has various locations involving drainage (ponding) and utility conflicts. Drainage in Compton is a significant challenge to the extremely flat (near 0%) grades on City streets. In addition, the presence of overhead and underground utilities will require careful coordination to minimize conflicts and avoid relocation as much as possible. Some of these utilities may require protection, relocation or removal. In addition, these utilities may require exposure and permanent support during construction.

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

obtaining accurate utility data for necessary notifications, reviews and processing requirements.

Existing Pavement



Existing asphalt and concrete pavement within Compton Boulevard shows varying degrees of rehabilitation needs. In fact, JMD has the City's Pavement Condition Index (PCI) Report covering citywide street segments which indicates that Compton Boulevard has a very poor average PCI of 27 at Central Avenue.

JMD has unique solutions (e.g., Full Depth Reclamation) to maximize pavement rehabilitation investments by local agencies for arterials with asphalt and concrete pavement. In fact, JMD designed the reconstruction (i.e. relying on FDR) of nearly two miles of roadway along Central Avenue, within the City of Compton, containing asphalt concrete and concrete pavement and extending perpendicular to Compton Boulevard.

Base Mapping

An accurate representation of existing conditions is critical to providing a design that is constructible. Attention to detail during the collection of base data will result in minimal changes during the construction phase. Coordination of new work with existing improvements becomes critical in providing a seamless project. In an urban environment there are many existing improvements such as pull boxes, meter vaults, catch basins, existing landscaping, driveways, hardscape and other small improvements that can cause significant problems during construction if not addressed during the design phase. Our base plan preparation efforts, which include field walks before the preliminary and final plan submittal phases, will minimize potential for oversight in this area. Any potential conflicts will be identified upfront and discussed with City staff early for timely resolution.

Existing Landscaping



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

Traffic Control During Construction



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

Responsiveness

The City's workload and schedule will require immediate responsiveness by JMD to ensure that the project schedule is maintained. JMD will provide such responsiveness by providing a Project Manager who understands the critical path in the roadway design

process and has the working relationships with the key decision makers at the City, County, Caltrans, LACMTA, UPRR, ACTA and CPUC to streamline project development activities.

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

Approach

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

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

After approval of the base mapping and conceptual/preliminary plan sheets by the City, JMD will proceed with preparation of the final improvement plans for each respective phase when authorized to proceed by the City. Plans will be prepared to include title sheet, typical sections and details, roadway, grade crossing, signing and striping, street lighting, traffic control, landscape, irrigation and storm water pollution protection plans, as appropriate. JMD will prepare the bid item list and opinion of probable construction cost. JMD will process the submittal packages with the City for approval.

All plans will be delivered to the City in CAD format along with a CD for future use by the City. Specifications, bid items and construction cost estimates will be prepared using electronic word processing (MS Word) and spreadsheet (MS Excel) formats.

JMD will utilize existing information available from previous plans, studies, reports, investigations and analyses as a basis to begin any design work. This information will be augmented and updated, where required. Because they are typically on a project schedule's critical path and may require substantial lead time, the following tasks will begin immediately upon receipt of Notice to Proceed:

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

JMD will meet with City staff responsible for review of design elements of the 30%, 60%, 90% and 100% plans as we are working on them. Draft copies of this work will be submitted for significant work items before the milestone submittal date with a follow-up meeting to solicit input. This early coordination gives us a clear understanding of what the reviewers expect while giving the reviewers a preview of what will be submitted before the actual submittal is made.

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

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

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

We believe that the success of any project will depend upon adequately addressing key issues during the project development process and preparation of the preliminary and final plans and estimates package. Once the preliminary phase work tasks have been

completed, reviewed and approved by the City, JMD will incorporate comments and begin work on the final design phase, which includes the preparation of final plans, specifications and estimate.

Scope of Work

Our proposed scope of work has been specified as follows:

Phase 0 – Project Initiation and Management

Task I-1 – Project Administration, Coordination and Meetings

The JMD Team will meet with City staff and confirm the project scope, establish key communication personnel, refine time schedules and finalize design criteria. After review of the process to be followed, agreement on the design concept and schedule will be reached. This will avoid confusion and delays later in the project development process and facilitate timely review and approval of submittals.

Meetings between the City and JMD will be held to keep all parties informed, resolve issues and successfully complete the project. Written progress reports will be prepared monthly to assess project progress, identify issues and outline planned work tasks and submittals. A monthly schedule, in MS Project, will also be provided.

Coordination meetings with City staff will include agencies such as Los Angeles County to provide sufficient advance notification prior to the commencement of construction activities.

This task assumes up to one (1) kickoff meeting and seven (7) coordination meetings.

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

Phase 1 – Preliminary Design (30%)

Task I-2 – Research/Data Collection/Utility Coordination

JMD will obtain documentation available from the City and/or County records pertaining to this project. We will assemble, sort and review existing available information on the project area, including "as-built" plans, maps, studies, existing right-of-way and utility information in order to become familiar with the project, ascertain the completeness and accuracy of available information and determine additional information requirements. Although not anticipated, JMD can assist in coordinating any easement documents for any traffic signal equipment that may be located on private property. Field reviews will be performed, as necessary, to verify that existing information is correct or to identify existing facilities unavailable during research.

Due to the straightforward nature of the project, field review(s) for the project could consist of the following:

- The project site will be field inventoried to determine proposed locations of signal equipment, signing and striping adjacent to the intersection, right-of-way, curb and gutter, sidewalk and miscellaneous topographic features. City and County right of way boundaries will be identified, if any. This inventory will also identify potential utility conflicts.

- Any recommended additions or deletions to the project will be developed at this time. A recommendation will be made regarding improvements necessary to achieve the City's objectives.

- After determination of the desired objectives for the roadway improvements, affected agencies will be contacted regarding specific requirements that they have and also if they have committed to related improvements which would be implemented within the time frame of the City's project. Any concurrent projects encountered will be identified.

JMD will coordinate with utility companies involved to identify existing underground and overhead utility lines that may interfere with the proposed improvements. JMD will send a preliminary notice to each utility company with facilities in each project area. The notices will request plans for any existing or planned improvements, prior rights information and, if required, a preliminary cost estimate and schedule for each company for any required relocation. JMD will also review the information obtained from the City and utility companies and make recommendations of the locations for underground investigations, including potholing, to determine utility locations and depth. This task assumes three (3) pothole locations.

Task I-3 – Geotechnical Analysis/Report (Optional)

As an optional task, JMD's geotechnical subconsultant, Geo-Advantec, Inc., may conduct geotechnical investigations specific to Compton Boulevard and prepare a geotechnical report documenting project findings. The report will yield an R-value that will allow JMD to determine the appropriate Traffic Index and subsequent pavement structural section for Compton Boulevard.

Task I-4 – Surveying (Optional)/ROW Engineering/Base Plans

JMD's surveying subconsultant, FHA Consulting (FHA), will perform the following tasks:

- Perform survey research at the City of Compton and the County of Los Angeles for horizontal and vertical control, record maps, centerline ties, right of way maps, and any other pertinent information.
- Perform design surveys in the field along Compton Boulevard from westerly to easterly City Limit lines, all with cross sections every 50 feet.
- Provide AutoCAD .dwg digital file of survey points including break lines.
- Perform design surveys in the field to obtain a 10-foot grid at the intersections of Compton Boulevard with:
    1. Dwight Avenue
    2. Deodora Avenue
    3. Central Avenue
    4. Wilmington Avenue
    5. Oleander Avenue
    6. Acacia Avenue
    7. Douglas Dollarhide Drive
    8. Santa Fe Avenue
    9. Long Beach Boulevard
- Prepare pre-construction Corner Records for the found centerline monuments and centerline ties and process through the Los Angeles County Surveyor's Office. Deliver a copy of the filed Corner Records to the City of Compton.

Utilizing the survey data and base mapping provided by FHA, JMD will prepare base plans for the project.

Hydrology/Hydraulic Analysis and Report (Not Included)

Due to the straightforward nature of the project, a hydrology and hydraulic analysis and report are not anticipated for the project.

Task I-5 – Pavement Engineering/Traffic Index Calculations

JMD will conduct pavement engineering to determine the optimal pavement section(s) for Compton Boulevard. Determining the most appropriate and economical pavement rehabilitation strategy for the roadway pavement is not always as simple as it sometimes seems. Each project of this type has its own unique characteristics and potential pitfalls. From a technical standpoint, determining the thickness of a structural section based on the R-value and Traffic Index (TI) is a straight forward process. However, determining the best pavement rehabilitating approach is based on a combination of factors including economical (project cost vs. benefit), practical (desired life cycle, constructability, urban set up) and even political factors.

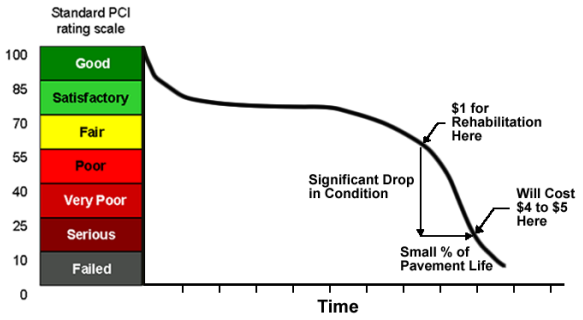
It has typically been JMD's experience that the design of the final pavement rehabilitation strategy requires a detailed review of the Geotechnical Report. Due to our extensive experience in pavement rehabilitation projects, evaluating and considering refinements to the general recommendations in the Geotechnical Report is one of JMD's specialties. As a result, we will develop the "Best Fit" and most cost effective rehabilitation strategy for the City to consider for this project.

The rehabilitation strategy will be based on the information contained in the pavement evaluation/geotechnical report prepared by our geotechnical subconsultant. This report will consider subsurface and surface conditions and properties to evaluate existing pavement and make general recommendations for rehabilitation.

JMD's pavement engineering approach to this project is to provide comprehensive yet efficient investigations so that cost effective pavement rehabilitation methods are achieved. As such, a field mapping/survey of the entire pavement surface within the subject streets will

be performed for the purpose of identifying areas of distress, degree of distress to allow categorizing the street areas so that appropriate subsurface investigations can be implemented.

The investigation will identify areas of variable distress based on field survey/observations. Based on past experience and an initial site visit of the streets, three categories of pavement distress are anticipated and the corresponding economical rehabilitation measures are described as follows in accordance with the PCI graph below:



Category 1: Fair/Good Pavement Condition
This category is generally assigned to street pavement sections that appear to be in fair-good condition with minimal or more distress related cracks and adequate pavement section. Pavement rehabilitation for this category may include:

- 1.5" of AC overlay
- Cape sealing
- Slurry sealing
- Localized R&R (minimum)

Category 2: Poor Pavement Condition
This category is generally assigned to street sections with acceptable subgrade conditions while pavement surface is characterized with severe alligator cracks and poor ride quality. Depending on actual AC thickness for each section, pavement rehabilitation for this category may include:

- 2.0"-3.0" of mill and overlay (HMA or ARHM) to meet required life span
- Stress Absorbing Membrane Interlayer (SAMI)
- Localized R&R

Category 3: Failed/Very Poor Pavement Condition
This category is generally assigned to pavement sections with severe alligator cracking and pavement failure caused primarily by subgrade/base failure. Depending on existing AC/AB thicknesses for each section, pavement rehabilitation for this category may include:

- Complete removal of existing pavement and placement of new 20-year service life pavement section on top of properly prepared/treated subgrade
- Pulverize existing AC/AB and, if necessary, remove subgrade to a depth sufficient to allow for placement of a new HMA layer on top of the properly pulverized and/or cement treated AB and properly compacted subgrade

Pavement evaluation and design will be generally in accordance with Caltrans Highway Design Manual and applicable City standards.

Existing conditions to be considered during design include:

- Existing subgrade properties, especially the presence of clayey soils
- Excessive subgrade moisture due to natural causes or excessive irrigation runoff by local homeowners
- Existing AC thickness
- Required structural sections or overlay thickness
- Extent of failed areas
- Pavement cross falls
- Existing concrete pavement conditions
- Crack treatment in overlay areas
- Construction considerations
- Consideration for using geofabrics for stabilization of soft clay or decrease reflective cracking and/or increase roadway structural section strength and bridge soft soil stratum
- Construction phasing considerations

Based on our preliminary field observations, we envision several options including the following:

1. Mill and overlay using Asphalt Rubber Hot mix (ARHM) with localized R&R where needed

2. Cold In Place Recycling (CIPR) with addition of ARHM of wearing surface

3. Full Depth Reclamation (FDR) with cement treated base

JMD will complement pavement options with designs intended to improve rideability.

JMD will develop 10-ft grids for major intersections to prevent "birdbaths" and provide smooth transition for the vehicles crossing the intersection.

JMD will present the City with viable strategies that would be recommended as alternatives for pavement upgrades using Value Engineering (cost benefit analysis) spreadsheets with detailed cost breakdowns for each strategy including comparisons based on the life span.

Task I-6 Landscaping Concept

In an effort to provide a consistent landscaping theme along Compton Boulevard that could serve future phases, JMD's landscape architect subconsultant, MIG, Inc., will develop the landscaping concept for Compton Boulevard that ties hardscape, lighting and site furnishings designs.

Task I-7 Community Outreach (Optional)

JMD will assist the City with community outreach efforts with local businesses and residents to inform the public. In addition, JMD will provide project notification by mail to adjacent property owners prior to construction efforts.

Meetings

JMD will attend three (3) meetings, including meetings/briefings with City Staff, Traffic Commission and City Council. The meetings will explain the purpose and need of the project as well as present design and engineering considerations. The meetings also will be a forum to obtain feedback from both stakeholders and city representatives about potential impacts and other options or variations that may be explored. Meetings will be located in surrounding schools for ease of access and a large public meeting held in the Council Chambers to present the final findings and recommendations.

Task I-8 Right of Entry (ROE) Permit Application (Optional)

As an optional task, JMD can prepare a Right of Entry (ROE) permit application required to allow the City and JMD Team to enter Metro, UPRR and/or ACTA railroad corridor to conduct field activities within 25 feet from the nearest track. The cost for obtaining flagging and Railroad Protective Liability Insurance (RLPI), are not included in this task.

Task I-9 Diagnostic Meetings (Optional)

As an optional task, JMD can schedule up to two diagnostic meetings with the City of Compton, Metro, UPRR, ACTA and CPUC to evaluate and discuss existing conditions and proposed grade crossing improvements at up to two crossings. The initial diagnostic meeting presents the preliminary design plans to all parties for the purpose of obtaining input from all rail entities prior to beginning final design efforts. The initial diagnostic meeting will confirm the basis for the proposed improvements and initiate the agency and railroad review process. This task provides two diagnostic related meetings.

Phase 2 – 60% Design

Task II-1 – Preliminary Plans

After review and approval of the detailed recommendations, JMD will prepare preliminary construction plans for the proposed roadway improvements. JMD will develop a conceptual exhibit to confirm that the proposed roadway improvements will not encroach within City or County right of way. In addition, plans will comply with the regulations and standards of the City and State of California, as applicable. The following outlines the specific details of the design plans:

Title Sheet

JMD will prepare a title sheet containing a vicinity map, general and construction notes, construction legend, list of affected utilities, a drawing list and other details covering the project limits.

Typical Sections and Detail Plans

JMD will prepare typical sections and details at appropriate scales to illustrate existing and proposed roadway and structural pavement sections as well as provide miscellaneous construction sections and details.

Roadway Improvement Plans
JMD will prepare detailed roadway plans consisting of plan and profile at a scale of 1"=20', on City title block and detailing existing and proposed roadway features and details. The roadway plans will include recommended access ramps, driveways, and sidewalk improvements.

Grade Crossing Plan
JMD will prepare a detailed grade crossing plan consisting of plan only at a scale of 1"=20', on City title block and detailing existing and proposed grade crossing protection, features and details. The grade crossing plan will be prepared for the Long Beach Blue Line crossing to comply with Metro, UPRR and CPUC requirements.

Intersection Plans
JMD will prepare detailed intersection plans at a scale of 1"=10', including intersection grids with elevations. The intersection plans will detail proposed widening and include curb ramps.

Cross Sections
JMD will prepare cross sections at every 50 feet detailing proposed improvement limits and earthwork quantities.

Signing and Striping Plans
JMD will prepare detailed signing and striping plans at a scale of 1"=40' using the City-provided title block. These plans will identify existing and proposed signing and striping features including bikeway features, if any.

Street Lighting Plans
JMD will analyze illumination levels required and prepare street lighting plans at a scale of 1"=40' and detailing the proposed undergrounding of existing roadway lighting with standard pull boxes and light standards. Lighting plan designs will be coordinated with our landscape architect, MIG, to ensure that proposed trees do not conflict and impede illumination levels required for proposed lighting.

Traffic Staging Plans
JMD will prepare traffic staging plans at a scale of 1"=40' for up to two construction phases for roadway segments and up to nine construction stages at major intersections.

Landscaping and Irrigation Plans
Our landscape architect subconsultant, MIG, will prepare landscaping and irrigation plans at appropriate scales to detail proposed landscaping features and related irrigation within proposed sidewalks and raised median islands, as appropriate.

Hardscape Plans
Our landscape architect subconsultant, MIG, will prepare hardscape plans at appropriate scales to detail proposed hardscape features including street furniture and decorative paving.

Optional Drawings

The following drawings are not currently included in this proposal due to the straightforward nature of the project as confirmed with City staff. JMD, however, can prepare optional plans described below following negotiation and scope amendment with City staff.

Traffic Signal Modification Plans
JMD will prepare traffic signal modification plans for each signalized intersection modified. The traffic signal modification plans will be prepared at a scale of 1"=20' and will include equipment schedules, conductor schedules as well as detail signal equipment modifications and traffic signal loop replacement.

Traffic Signal Interconnect Plans
JMD will prepare traffic signal interconnect plans covering signalized intersections. The traffic signal interconnect plan will be prepared at a scale of 1"=40' and will include interconnected signal details.

Storm Drain Modification Plans
JMD will prepare storm drain modification plans for proposed catch basin relocations. The plans will consist of plan and profile and will be prepared at a scale of 1"=20' (horizontal) and 1"=4' (vertical). The plans will detail catch basin relocations.

Utility Relocation Plans
Due to the limited nature of the rehabilitation improvements, JMD has assumed that major utility relocation plans will not be necessary and are, therefore, not included in this proposal. However, JMD will assist in identifying potential conflicts, if any, with the City.

Storm Water Pollution Prevention Plans (SWPPP)
If the City prefers SWPPP be prepared by the design consultant and not the Contractor, JMD may prepare storm water pollution prevention plans for the project.

Deliverables

The following are the estimated plan sheets and related quantities for the project:

Plan Sheets	Qty
Title Sheet	1
Typical Sections and Detail Plans	2
Roadway Improvement Plans	20
Grade Crossing Plan	1
Intersection Plans	6
Cross Sections	32
Signing and Striping Plans	8
Street Lighting Plans	8
Traffic Staging Plans	16
Landscaping and Irrigation Plans	4
Hardscape Plans	4
Total*	70

** Not including cross sections.*

Task II-2 Notice of Intent and SWPPP Construction Booklet (Optional)

As an optional task, JMD can prepare a notice of intent (NOI) to be filed with the State Water Resources Control Board (SWRCB). In addition, JMD will prepare a Storm Water Pollution Prevention Plan (SWPPP) booklet designed to provide a guide for the Contractor to follow. The booklet would include items such as Best Management Practices (BMPs) to be followed for the project.

Task II-3 Construction Bid Items and Opinion of Probable Construction Cost

JMD will prepare a list of construction bid item quantities and construction cost estimates for the project elements, which will include a proposed item list, estimated quantities, and current unit cost resulting in line-item cost estimates. At the first plan check, a preliminary cost estimate will be developed for comparison with previous project budget estimates. Back-up of cost estimate calculations showing quantities and unit costs per sheet will be provided to the City for review with each submittal. During final design, JMD will prepare a final estimate to validate construction bids by contractors during the bidding process.

Tasks II-4 Specifications

JMD will prepare technical specifications and Bid Package using Greenbook format as provided by the City. JMD will provide hard copy and digital (MS Word) formatted specifications to the City. This task assumes that the City will provide boilerplate and ultimate packaging of the specifications.

Task II-5 Easement/License Coordination (Optional)

As an optional task, JMD can coordinate with Metro, UPRR and ACTA for the preparation of easements or licenses required for new improvements to be constructed within Metro, UPRR or ACTA property, respectively. The easements or licenses are assumed to be prepared and executed by Metro, UPRR and/or ACTA.

Task II-6 Construction and Maintenance (C&M) Agreement (Optional)

As an optional task, JMD can coordinate the preparation of a Construction and Maintenance (C&M) agreement defining the roles and responsibilities of the City, Metro, UPRR and/or ACTA, if any. The C&M agreement will define payment responsibilities for construction of the grade crossing improvements and require an estimate for railroad signal improvements to be prepared by Metro and/or ACTA.

Task II-7 CPUC Application (Optional)

As an optional task, JMD can prepare one (1) application to be submitted to the CPUC for the proposed grade crossing modifications. There are two types of applications that can be prepared depending on the extent of the improvements. The preparation of a CPUC application would cover the ultimate (i.e., permanent) improvements and not interim improvements during construction.

Due to the proposed improvements, this task assumes a General Order 88B (i.e., GO 88B) application will be required. The application will include exhibits detailing the proposed crossing protection and improvements.

Phase 3– 90% Design

Task III-1 – Address/Incorporate Comments and Prepare 90% Submittal

JMD will address and incorporate review comments provided by the City departments for the project. We anticipate a submittal of six (6) sets of plans (hard copies and digital pdf) for each submittal to the City for review. Separate plan sets will be submitted to utility agencies for review and comment.

Phase 4 – Final (100%) Design

Task IV-1 – Address/Incorporate Comments and Prepare Final Submittal

JMD will address and incorporate review comments provided by the City departments for the project.

JMD will submit sealed original ink on mylar plan sheets and digital engineering plans and drawings on CD's in CAD format; sealed original hard copy and CD in MS Word and Excel format of the bid items, cost estimates, calculations and notes generated by the project.

The following are the proposed deliverables:

1. One (1) set of original plans on 24"x36" mylar sheets, two (2) sets of reproducible half size plans, and one (1) set of specifications, construction bid items and cost estimates.
2. Digital files of final documents in AutoCAD, MS Word and Excel format.

Phase 5 – Post Design

Task V-1 – Bidding and Preconstruction Assistance

JMD will assist in answering questions regarding omissions or conflicts in the design during the bidding process, pre-bid meeting and preconstruction meeting. This task includes the preparation of minutes and addenda regarding omissions or conflicts in the design as well as answering questions, in writing, during the bid process. JMD will verify and evaluate bids, including accuracy/quality checks as well as provide input to the recommended lowest bidder for contract award. This task assumes two (2) meetings.

Task V-2 – Design Support During Construction

JMD will assist the City by reviewing Requests for Information (RFIs) and shop drawings as well as design adjustments related to the project's construction activities. This task assumes four (4) meetings.

Task V-3 – As-Built Plans

Upon construction completion, JMD will assist the City by preparing as-built plans and including design modifications recorded during construction. The as-built plans will be submitted to the City for record purposes.

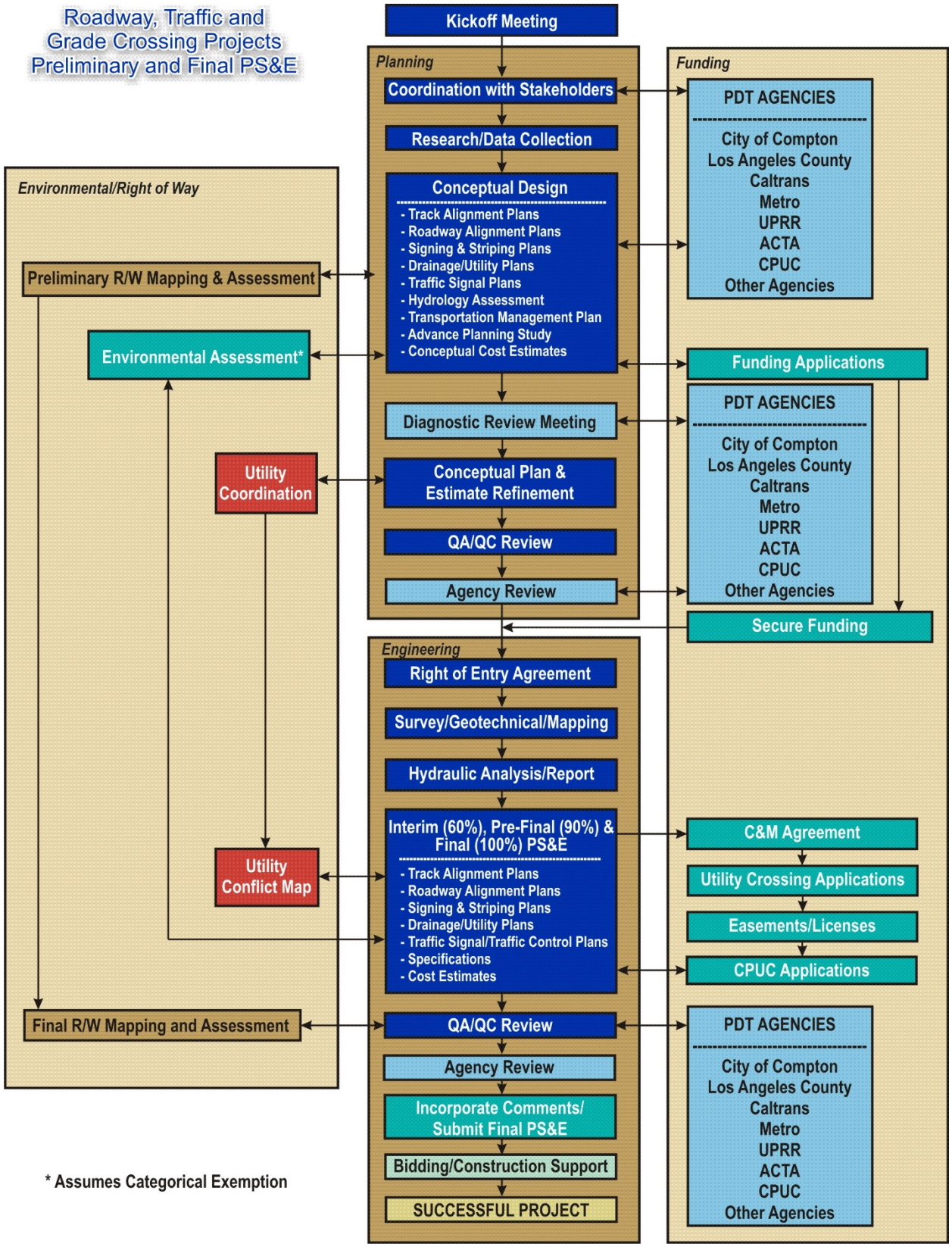
The process flow chart on the following page illustrates proposed tasks and their sequence:

Exceptions to the Contract

JMD has reviewed the sample professional services agreement in the RFP and can execute it without exceptions once updated for the subject project.

Assumptions

- Environmental documentation and permitting assessment are not included in this proposal.
- Right of Way acquisition is not proposed.


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

Proposed Schedule

JMD proposes the following design and construction schedule. In order to adhere to the City's requested timeline, JMD proposes continually working through phases while the City reviews the previous phase's plans.

Project Schedule	Months												
Phase/Task	1	2	3	4	5	6	7	8	9	10	11	12	13
0 - Project Initiation and Management													
1 - Preliminary Design (30%)													
City Review													
2 - 60% Design													
City Review													
3 - 90% Design													
City Review													
4 - Final (100%) Design													
5 - Post Design (Bidding and Construction)													
5-1 Bidding and Preconstruction Assistance													
5-2 Design Support During Construction													
5-3 As-Built Plans													

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT (CIP# 18-01) ($535,167.02)**

Wendell Johnson	**8/16/2018 5:35:27 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**9/12/2018 3:27:26 PM**
CITY ATTORNEY	DATE
Rafaela King	**9/5/2018 7:42:17 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**8/16/2018 6:07:59 PM**
CITY MANAGER	DATE

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

September 18, 2018

TO: **MAYOR AND CITY COUNCIL**

FROM: **WENDELL E. JOHNSON, P.E., DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 ($518,000)**

SUMMARY

Adoption of this resolution will approve an amendment to the 2018-2019 Fiscal Year budget to authorize a transfer of funds in the amount of Five Hundred Eighteen Thousand Dollars ($518,000.00) within the Public Works Department budget, accepts the proposal of and authorizes the City Manager to enter into a professional services agreement with NV5 to provide design services for the Annual Residential Street Design Project for Fiscal Years 2018-2023 and authorizing the establishment of a purchase order in the amount of $518,000.00.

BACKGROUND

The City maintains approximately 173 centerline miles of pavement within the City limits.

The City plans to utilize a variety of funds; including but not limited to, Measure R, Measure M, State Gas Tax, SB1, Measure P, CDBG, & Prop. C. Some of the selected streets for design are located within areas defined as eligible activities within the City's Community Development Block Grant (CDBG) qualified areas.

Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements. An engineer's estimate and estimated construction duration are part of the deliverables.

At a minimum, the review/analysis portion of work will consist of the following:

- Existing pavement condition review
- Soil analysis (if recommended/needed)
- Street drainage issues
- Sidewalk and curb-gutter condition
- Access ramps
- Recommended pavement remediation methodology (i.e slurry seal, grind/overlay, full-depth reconstruction, or a combination thereof).
- Restoration of survey markings, centerline ties and bench mark/monuments
- Utility valves, vaults, access covers, utility manhole covers
- Any/all traffic control markings/signage/botts dots that would be affected and need to be replaced
- Any other street related items pertinent to its operation

STATEMENT OF ISSUE

On May 9, 2018, City staff solicited proposals from qualified consulting firms to provide the necessary design services.

Selection Process

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

The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The fees were not considered until after the selection of the most qualified firms.

On June 6, 2018, the City received four (4) proposals ranked as follows:

Rank	Firm	Location	Fee
1	NV5	Irvine, CA	$ 518,000
2	Onward	Anaheim, CA	$2,325,320
3	JMD	Monterey Park, CA	$3,291,278
4	Infrastructure	Brea, CA	$1,907,830

The proposal submitted by NV5, in the amount of $518,000, was determined to be the best qualified firm to provide the necessary pavement design services for the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023.

NV5 specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading.

NV5 has a team of more than 65 personnel which include licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals.

NV5 has a proven track record of successfully providing professional engineering and design services, including plans, specifications, related contract documents and cost estimates to several local agencies throughout Southern California, most of which have been repeat clients.

NV5 proposes to have the final design plans, specifications, and estimates (PSE) completed in 6 months after the issuance of the Notice To Proceed.

In order to enter into a professional services agreement with NV5 to provide engineering design services, City Council's approval is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the construction documents to begin the necessary roadway pavement rehabilitation pursuant to the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023.

FISCAL IMPACT

The Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

Account No.	Description	Amount
1528-710-000-4266	Contract Services	$518,000

To:

Account No.	Description	Amount

1528-710-000-4262	Other Professional Services	$518,000

Funds in the amount of $518,000 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 1528-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 ($518,000)

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

WHEREAS, the City plans to utilize a variety of funds; including but not limited to, Measure R, Measure M, State Gas Tax, SB1, Measure P, CDBG, & Prop. C. Some of the selected streets for design are located within areas defined as eligible activities within the City's Community Development Block Grant (CDBG) qualified areas; and

WHEREAS, the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements as well as an engineer's estimate and estimated construction duration are part of the deliverables; and

WHEREAS, on May 9, 2018, City staff solicited proposals from qualified consulting firms to provide pavement resurfacing design services; and

WHEREAS, a committee consisting of Public Works staff reviewed the proposals submitted and ranked the most qualified proposals; and

WHEREAS, On June 6, 2018, the City received four (4) proposals ranked as follows:

Rank	Firm	Location	Fee
1	NV5	Irvine, CA	$ 518,000
2	Onward	Anaheim, CA	$2,325,320
3	JMD	Monterey Park, CA	$3,291,278
4	Infrastructure	Brea, CA	$1,907,830

WHEREAS, the evaluation process used by the selection committee for ranking the proposals were 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; however, the fees were not considered until after the selection of the most qualified firms; and

WHEREAS, the proposal submitted by NV5, in the amount of $518,000, was determined to be the best qualified firm to provide the necessary pavement design services for the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023; and

WHEREAS, the Public Works 2018-2019 Fiscal Year Budget will need to be amended to transfer funds for this expenditure.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with NV5

to provide street design services for the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 in the amount not to exceed $518,000.

SECTION 2. That the Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

Account No.	Description	Amount
1528-710-000-4266	Contract Services	$518.000

To:

Account No.	Description	Amount
1528-710-000-4262	Other Professional Services	$518,000

SECTION 3. That funds in the amount of $518,000.00 will be available in the Public Works 2018-2019 Fiscal Year's budget in Account No. 1528-710-000-4262.

SECTION 4. That a purchase order in the amount of Five Hundred Eighteen Thousand Dollars ($518,000.00) shall be established for NV5 for services rendered.

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 Department.

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

ADOPTED this _____ day of _____, 2018.

_____
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 of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2018.

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







NV5

PROPOSAL

Submitted by NV5
9890 Irvine Center Drive, Irvine, CA 92618

City of Compton

Design Services for Annual Residential Street Rehabilitation Project
Fiscal Years 2018-2023
June 6, 2018

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PN: P2270181513

June 6, 2018

City of Compton
Attn: John Strickland Jr., Project Manager
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: Design Services for Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023

Dear Mr. Strickland,

NV5 (formerly CivilSource, Inc.) is excited to have the opportunity to provide Design Services to the City of Compton (City) for its **Annual Residential Street Rehabilitation Project for Fiscal Years 2018-2023**. Our team has the knowledge and experience to ensure your project is completed on schedule and within budget. We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services and offer the following:

Relevant Experience: We have a proven track record of successfully providing professional engineering and design services, including plans, specifications, related contract documents and cost estimates, to several local agencies throughout Southern California, most of which have been repeat clients.

Our team is working on or has completed numerous **Street Rehabilitation Projects** within the last five years including:

- Wilmington Avenue Street Improvements (City of Compton)
- Annual Street Rehabilitation (City of Villa Park)
- Citywide Street Improvements (City of La Habra Heights)
- Rehabilitation of Various Streets (City of Lynwood)
- North La Brea Avenue Improvements (City of Inglewood)
- Citywide Street Improvements (City of Lawndale)

Project Team and Qualifications. Understanding both the project requirements and scope of work requested by the City, we have selected **David Niknafs, PE,** as your Project Manager. Mr. Niknafs has experience working with the City and operates with a working knowledge of your staff, processes and environment, enabling us to provide the most cost-effective and time-efficient services. He recently served as the Project Manager for the **Wilmington Avenue Improvements Project, Phase I**.

Mr. Niknafs will work closely with **Angel Fuertes, PE**, who will serve as the project's Lead Engineer. Mr. Fuertes has more than 35 years of civil engineering experience in both the public and private sectors. His professional experience includes serving as the Principal Civil Engineer for the City of Lake Forest.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultants **Calvada Surveying Inc.**, and **NUVIS**, who we have worked with on numerous projects for various agencies throughout Southern California. Calvada and NUVIS are Disadvantaged Business Enterprises (DBE) and certified through the California Unified Certification Program. Our team will meet the DBE goal of 12.5 percent through work performed by our subconsultants on this project.

CDBG Funding: Our team has extensive experience working on CDBG-funded projects. We are fully versed and familiar with the construction bidding and labor compliance forms. Most recently, we provided design services for the City of Pomona's Residential Streets Rehabilitation project. The project utilized CDBG funding.

Addendum Acknowledgment: We have received Addendum No. 1 dated May 29, 2018.

We look forward to the opportunity to continue to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at amy.amirani@nv5.com and david.niknafs@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

Amy Amirani, PE
Principal-In-Charge / Vice President

David Niknafs, PE
Director of Transportation

COMPANY INFORMATION/CONTACT
Legal Name: NV5 (formerly CivilSource, Inc.)
Address: 9890 Irvine Center Drive, Irvine, CA 92618
Telephone Number: (949) 585-0477
Email of Contact: amy.amirani@nv5.com

FIRM PROFILE

Established in 2006, our firm specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater 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 65 personnel includes licensed civil engineers, licensed contractors, 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.

As of December 2016, we are now part of NV5, Inc., an international company with the local personality and presence to quickly and creatively address your engineering, design, and staff augmentation needs. We now have the ability to assist our clients in an expanded role with access to more than 2,000 professionals from 100 locations. We have also added a wide range of additional services in the areas of infrastructure, construction quality assurance, energy, environmental, and program management.

KEY SERVICES

In the past 12 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:



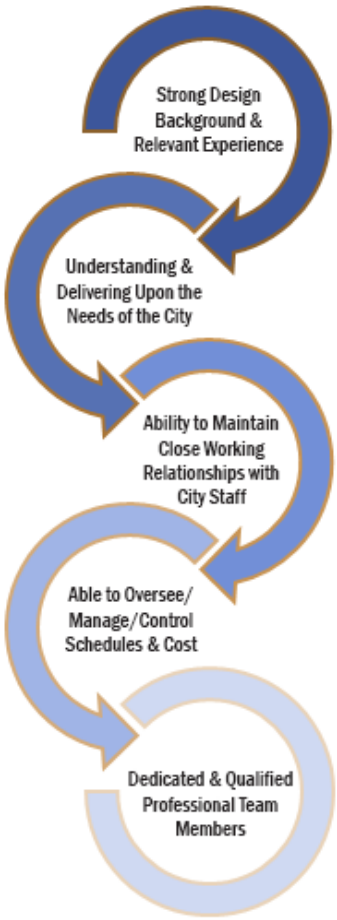
We maintain an extensive history of working with various local agencies. Throughout the course of completing a myriad of public works capital improvement projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner, and we have acquired a keen understanding of local agency requirements, a critical element in the facilitation and resolution of project issues. We are excited about the opportunity to continue to serve the City and are 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 we are genuinely committed to public participation as a way of planning and completing projects. Our team routinely performs these services as part of our delivery of public works projects and regard them as a vital component to project success.

PROJECT APPROACH

DISTINGUISHING FEATURES, SKILLS AND SERVICES

The NV5 team is a group of professionals consisting of principals and senior personnel with vast experience in the delivery of roadway improvement projects. We believe that in the challenging arena of public works improvements there is no substitute for the leadership and experience that comes from the day-to-day involvement of its principals.



Our experience working with the City of Compton (City) and other agencies is extensive. Our experience with the City includes engineering design services for a **CDBG Pavement Resurfacing Project; an ATP Funded Street Improvement Project, and Construction Management and Inspection for a Water Main Replacement Project.** We have gained an in-depth understanding of your specific requirements, which is critical to effective operations. We will continue to maintain productive and cooperative working relationships with City staff, and be aware and proactive with the concerns of the community.

Our wide variety of project experience has allowed us to establish a design process that enables NV5 to efficiently meet the City's objectives. This, in turn, allows us to provide the maximum benefit to the City while working within your project budget. By selecting NV5, the City will receive the best value.

NV5 team members are experts in the industry, both on a technical level and in working with city governments. We pay close attention to project schedules and costs while balancing the need to ensure conformance with local and industry standards in a cost-effective manner.

PROJECT UNDERSTANDING & APPROACH

NV5's understanding of the project is based on review of the RFP and a site reconnaissance. This groundwork provides a comprehensive understanding of the key issues anticipated for this project and will enable the NV5 team to promptly and efficiently execute the design for the **Annual Residential Street Rehabilitation Project.**

We understand that the Project will consist of the rehabilitation for the residential streets listed below:

STREET SEGMENT LISTING – PHASE I			
Dist	Street Name	From	To
1	N Tajauta	Rosecrans	Compton Blvd.
1	N Elva Ave	138th	Parmelee
1	N Slater Ave	W 133rd St	Wilmington
1	Grandee	City Limit North	138th
1	N Parmelee	City Limit North	138th
1	Oris	Grandee	City Limit East
1	135th	Parmelee	N Elva
1	N Compton Ave	130th	134th PL
2	Tucker	N Crane	Van Ness
2	E Rosecrans	City Limit East	Alameda
2	E Palmer	N Alameda St	N Bowen
2	N Bullis Rd	City Limit N	Compton Blvd
3/4	Myrrh	City Limit East	Oleander
3	W Walnut	Limit	Limit
3	Walnut Park Dr	Limit	Limit
3	Walnut Pkwy	Limit	Limit
3	Greenleaf Blvd.	Central Ave	Center St
4	Greenleaf Blvd.	Harris Ave.	City Limit East
3	E Alondra	City Limit E	City Limit West
4	S Bullis Rd	E Compton Blvd	City Limit South
4	Greenleaf	City Limit East	S Alameda

PROJECT APPROACH



STREET SEGMENT LISTING – PHASE I (continued)			
Dist	Street Name	From	To
1&3	Central Parkway and Center Median Improvements (Landscaping)	City Limit North	City Limit Greenleaf

STREET SEGMENT LISTING – PHASE II			
Dist	Street Name	From	To
4	Alondra Bridge Deck	City Limit East	Lime
2/4	Santa Fe	City Limit North	City Limit South
2/4	Alameda West	City Limit North	City Limit South
2/4	Alameda East	City Limit North	City Limit South

STREET SEGMENT LISTING – PHASE III			
Dist	Street Name	From	To
4	Alondra Bridge Deck	City Limit East	Lime
2/4	Santa Fe	City Limit North	City Limit South

The existing pavement along the majority of the residential streets within the project limits are in poor condition. According to the RFP, the City's Pavement Management Study was prepared by Bucknam Infrastructure Group, using MicroPAVER software. The report shows the street condition and corresponding PCI at each street segment within the project limits. The City is planning to utilize a variety of funds including the following but not limited to:

- Measure R
- Measure M
- Gas Tax
- SB1
- Local Measure P (General Fund)
- CDBG
- Prop C

We have extensive experience working on various funded projects including **CDBG grant funded projects**. We have successfully completed numerous CDBG funded projects for several cities in Southern California.

SPECIFIC CONSIDERATIONS AND KEY ISSUES

Key issues to be addressed by the development of this project will include no less than the following:

Existing Condition Review. Our first step will include a review of the recent Pavement Management Program report provided by the City. We will review and evaluate each street in its current condition.

Topographic Survey and Base Map. We will conduct a topographic survey of the project area. We will make sure

PROJECT APPROACH

our base maps show the curb and gutter, sidewalk, street centerline, access ramps, driveways, manholes, valves, etc. In addition, we will include all information obtained from the utility companies within the roadway and parkways. The base maps will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base maps so that all constraints are considered during our design of the projects.

Existing and Proposed Improvements. Our design team has conducted an initial observation of the project area. We have depicted as a sample representative on **Exhibit 1** on page 8, which depicts the existing conditions and identifies the areas that need improvements. **Exhibit 2**, on Page 9, depicts the proposed condition and is a conceptual plan. We will perform a complete topographic survey and field condition assessment prior to design of the project. We will consult with the City regarding pavement investigation for the project. We have provided pavement investigation as an option in our proposal. Complete plans with details will be prepared, which will identify the exact removal and reconstruction areas and all proposed improvements including pavement reconstruction, and grind/overlay.

Utility/Agency Coordination. Street improvements can often result in impacts to existing utilities. All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. Given that utility coordination is a very important aspect of any project, the NV5 team will apply a disciplined approach for managing joint activities with the utility agencies. If any utility relocation is deemed necessary, or if valves and manholes need to be raised to new grades, they will be identified at early stages of the design, and coordination with the responsible agency will be made.

Stakeholder Coordination. Coordination with stakeholders will be critical to the project's success. We will determine early on what agencies and stakeholders will need to be included and meet with each one as required. Coordination with each city department, local schools, notification of the traveling public and adjacent property owners, communication with refuse collectors, the United States Postal Service, emergency personnel, and coordination with all wet and dry utility providers.



Deteriorated pavement on N. Compton Avenue between 132nd and 133rd Streets.

SCOPE OF WORK

The proposed scope of work includes, but is not limited to:

PRELIMINARY DESIGN

A. Kick-Off Meeting

At the start of the project NV5 will have a kick-off meeting with City staff and the project team to review the project objectives, schedule, the scope and approach. At this meeting, we will establish a point of contact for the project and request all available information related to the project. In addition, the NV5 Project Manager will coordinate all aspects of the project and manage the schedule and costs to ensure the project's completion to the satisfaction of the City.

B. Data Collection and Project Documentation

NV5 will research all information pertinent to the project such as the latest street improvement plans, utility plans and drainage plans in order to include this information in the project plans. We will make sure our base maps show the existing improvements within the project area. The base maps will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base maps so that all constraints are considered during our design of the project.

C. Topographic Survey

The survey tasks will include the following:

- We will perform an aerial topographic survey and

prepare base maps at a minimum scale of 1"=40'. The base maps will identify all existing improvements, curb and gutter, manholes, water valves, and other appurtenant improvements within the street area.

D. Utility Notification & Coordination

We will research and establish record location of all utilities and utility easements, as necessary. Utility coordination on the project will be ongoing and will generally consist of the following sub tasks:

- Access the Underground Service Alert's website and compile a list of member agencies that own facilities within the project limits.
- Augment and/or refine the above list based on available information at the City Records Department and from field investigation.
- Notify each utility purveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
- Coordinate all utilities and obtain approval in writing from affected utility companies regarding conflicts, relocations and improvements.
- Utilities shown on the record drawings will be surface verified, and added to the base map, along with the most recent easement lines shown for each facility.
- Identify interfaces between existing facilities and future project construction.
- Consult with the service planners and others as necessary within each utility company to resolve any conflicts.
- Prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.

E. Pavement Investigation and Report (if necessary/ included as Optional Task)

We understand the City recently completed a Pavement Management Program prepared by Bucknam Infrastructure Group. We will review the recently completed Pavement Management Study report and will conduct a comprehensive field review and if determined necessary, we will provide pavement investigation to identify the exact locations of distressed pavement areas, and make recommendations as to the extent and type of rehabilitation to be employed.

We will perform a geotechnical reconnaissance of the site and advancing up to 27 soil borings at strategic locations to observe the existing pavement thickness and soil conditions beneath the project site and to facilitate collection of sub-grade soil samples for lab testing. The results of our field and laboratory testing will be provided in a report including the following:



Deteriorated V-Gutter and non-ADA compliant curb ramp on 133rd Street.

- Thickness of asphalt
- Site soil characterization
- R-Value of subgrade soils
- Pavement section recommendations
- Alternatives and prudent recommendations for rehabilitating the pavements, which may consist of a combination of remove and replace and grind and overlay with an ARHM.

F. Preliminary Plans

Utilizing the above data and base plans, NV5 will prepare preliminary plans. These designs will be supplemented by our field review of the project area to visually confirm and assess the project condition and identify specific improvements to be included in the project. The pavement rehabilitation may consist of slurry seal, a combination of remove and replace and grind and overlay with an ARHM.

FINAL DESIGN – PS&E

This task involves the completion of construction documents in the form of final plans, specifications and estimates (PS&E).

A. Final Improvement Plans

Upon City approval of the preliminary design, NV5 will proceed with the preparation of Final Design Plans, specifications and cost estimate. The submittal to the City will be at the 30%, 60%, 90%, and final completion levels process. All plans/reports/documents will be submitted in the format acceptable to the City.

PROJECT APPROACH

The plans will include the following:

- Title Sheet
- Detail Sheet and Construction Notes
- Street Improvement Plans
- Striping and Signing Improvement Plans
- Median Landscape Plans for Central Avenue

Upon City approval of the preliminary design, NV5 will proceed with the preparation of final design plans, specifications, and cost estimate.

The plans will be prepared showing the plan view at scale 1" =40' and will conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. NV5 will deliver completed construction drawings on or ahead of approved schedules. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, County, State, APWA Standard Specifications for Public Works Construction "Greenbook".

NV5 will submit three (3) sets of the final construction documents to the City. The final documents will also be provided in digital format, AutoCAD, MS WORD, and Excel.

B. Specifications

We will prepare complete project specifications, including Special Provisions that specifies traffic control, construction notification and posting information per the City's format and direction. Copies of the Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into the construction documents.

C. Quantity and Cost Estimates

We will provide complete construction quantity and cost estimates for the project. Excel files will be submitted with each submittal. Quantities will match the Bid Proposal final quantities.

D. State/Federal Funding Requirements

We understand that the project will be funded by variety of funds.

NV5 can assist the City establish with a systematic approach ensuring compliance with state and federal regulations through detailed review of the administering agency's policies and procedures. We will also communicate with the administering agency's representative, ensuring thorough and accurate completion of submittals, and foster relationships with the administering agency to expedite review and approval of invoices, reports and submittals to secure project funding.



Missing ADA curb ramp on 133rd Street.

We have extensive experience working on CDBG-funded projects and have successfully completed numerous CDBG-funded projects for several cities in Southern California. NV5 stays abreast of changing state and federal regulations, and its staff routinely consults with and receives the updated information/training from the State/ Caltrans.

E. Meetings and Schedules

We will be available to attend team meetings, City Council meetings and any other meetings with staff, agencies, and the public as required. Utilizing Microsoft Projects software, we will maintain updated project design schedules for use by the City staff.



DETERIORATED PAVEMENT / LONGITUDINAL CRACKING AND EXISTING PATCHING



DETERIORATED DRIVEWAY



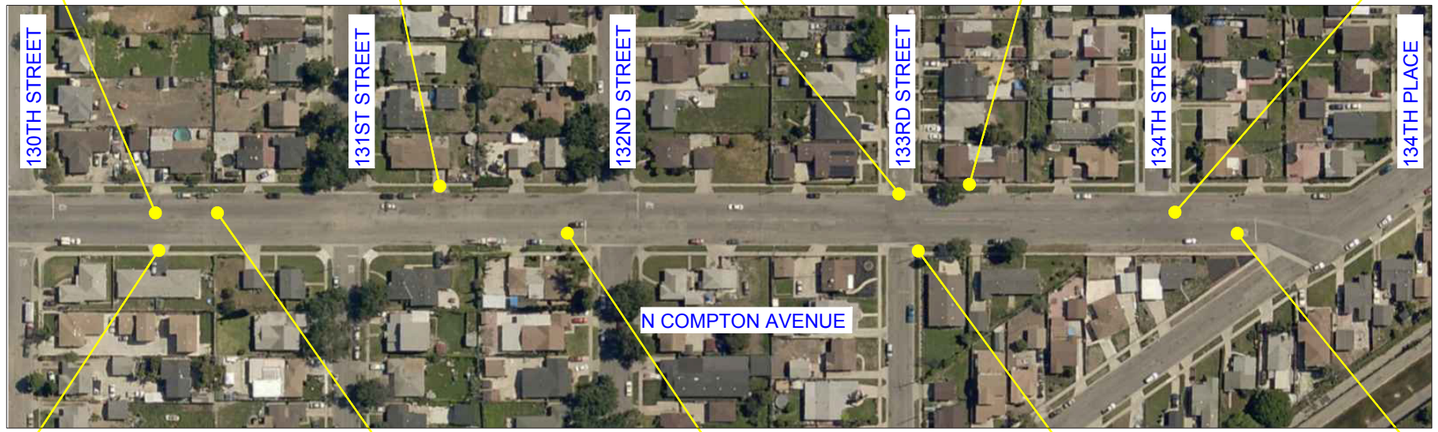
EXISTING DETERIORATED V-GUTTER AND CURB RAMP NOT ADA COMPLIANT / MISSING TRUNCATED DOMES



EXISTING UPLIFTED SIDEWALK



EXISTING PATCHING ALONG THE PAVEMENT





EXISTING DETERIORATED DRIVEWAY



DETERIORATED PAVEMENT / LONGITUDINAL AND ALLIGATOR CRACKING



EXISTING PATCHING AND DETERIORATED PAVEMENT



MISSING ADA CURB RAMP



EXISTING FADED STOP LEGEND

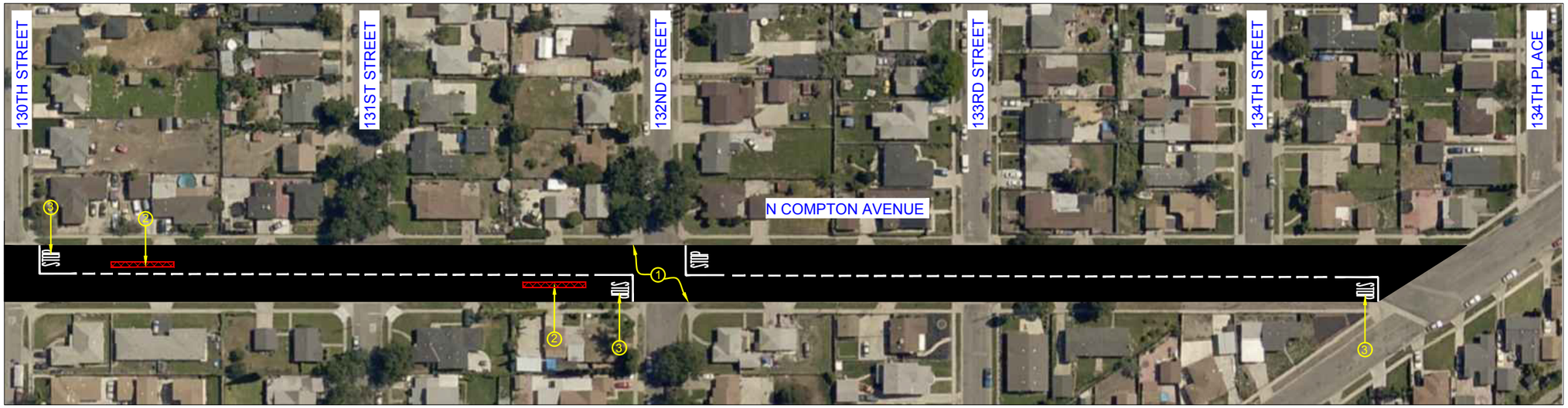
NTS

N V 5
9890 IRVINE CENTER DRIVE
IRVINE, CA 92618
TEL. (949) 585-0477
FAX. (949) 585-0433
WWW.NV5.COM

CITY OF COMPTON

RESIDENTIAL STREET REHABILITATION PROJECT
N COMPTON AVENUE
130TH STREET TO 134TH PLACE

EXHIBIT 1 (EXISTING CONDITION)



CONCEPTUAL PLAN PROPOSED IMPROVEMENTS

1. COLD MILL PAVEMENT AND CONSTRUCT AC OVERLAY (ARHM) *
2. REMOVE AND RECONSTRUCT PAVEMENT *
3. INSTALL STOP BAR & LEGEND AS SHOWN PER PLAN

* Exact location for pavement removal and reconstruction areas will be determined subsequent to field investigation/pavement investigation.

This is a conceptual plan. Subsequent to conducting a comprehensive topographic survey and a comprehensive field investigation, a complete set of construction plans will be prepared. The plans will include appropriate notes and details for roadway reconstruction/overlay.

NTS

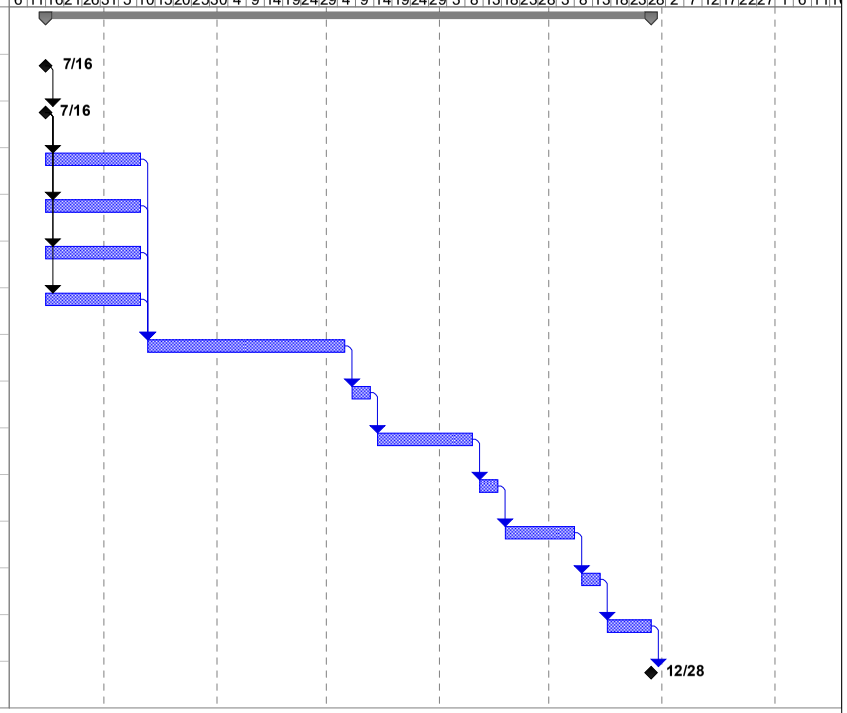
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CITY OF COMPTON

RESIDENTIAL STREET REHABILITATION PROJECT
N COMPTON AVENUE
130TH STREET TO 134TH PLACE
EXHIBIT 2 (PROPOSED CONDITION)

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT DESIGN SCHEDULE

ID	Task Name	Duration	Start	Finish
0	**Project Design Phase**	**120 days**	**Mon 7/16/18**	**Fri 12/28/18**
1	NTP	0 days	Mon 7/16/18	Mon 7/16/18
2	Kick Off Meeting	0 days	Mon 7/16/18	Mon 7/16/18
3	Obtain & Review Data / Records Drawings	4 wks	Mon 7/16/18	Fri 8/10/18
4	Utility Notification & Coordination	4 wks	Mon 7/16/18	Fri 8/10/18
5	Topographic Survey	4 wks	Mon 7/16/18	Fri 8/10/18
6	Pavement Investigation (Optional)	4 wks	Mon 7/16/18	Fri 8/10/18
7	Preliminary Plans (30%)	8 wks	Mon 8/13/18	Fri 10/5/18
8	City Review of Preliminary Plans (30%)	1 wk	Mon 10/8/18	Fri 10/12/18
9	Prepare PS&E (60%)	4 wks	Mon 10/15/18	Fri 11/9/18
10	City Review of PS&E (60%)	1 wk	Mon 11/12/18	Fri 11/16/18
11	Prepare PS&E (90%)	3 wks	Mon 11/19/18	Fri 12/7/18
12	City Review of PS&E (90%)	1 wk	Mon 12/10/18	Fri 12/14/18
13	Prepare Final PS&E	2 wks	Mon 12/17/18	Fri 12/28/18
14	Submit Final PS&E	0 wks	Fri 12/28/18	Fri 12/28/18



June 6, 2018

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

GENERAL EXPERIENCE



FY 2017-18 ANNUAL STREET REHABILITATION

CITY OF VILLA PARK | VILLA PARK, CA

Our team is providing plans, specifications, and estimates for the annual rehabilitation project. The improvements include the removal and replacement of deteriorated sections of the streets by repaving or slurry sealing of the streets; construction of curb and gutter or AC burm at certain locations of these streets; and the replacement of curb and gutters as needed to provide adequate drainage. Also included ADA ramps improvements.

CONSTRUCTION COST: $800K
DATES: DECEMBER 2017-CURRENT
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA
REFERENCE: STEVE FRANKS, CITY MANAGER, 714-998-1500



CITYWIDE STREET IMPROVEMENTS FY 2017-18

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

The project consists of the City's annual citywide street and drainage improvements. Our team prepared contract documents for localized AC spot repairs; stretches of new curb or swale; grind and overlay; inventory of existing traffic signs and making recommendations on replacing existing signs or installing new ones; and preparation of detailed drawings, specifications and cost estimates.

CONSTRUCTION COST: $900K
DATES: DECEMBER 2017-CURRENT
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA
REFERENCE: JARAD HILDEBRAND, CITY MANAGER, 562-694-6302



WILMINGTON AVENUE STREET IMPROVEMENTS

CTY OF COMPTON | COMPTON, CA

Our team provided professional design engineering services, including plans, specifications, cost estimates and related bid documents for this Safe Routes to School 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 signs for speed control and attainment.

CONSTRUCTION COST: $1.4 MILLION
DATES: AUGUST 2015-JUNE 2016
KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO
REFERENCE: GLEN KAU, FORMER PUBLIC WORKS DIRECTOR, 310-318-0238



CITYWIDE STREET IMPROVEMENTS

CITY OF LAWNDALE | LAWNDALE, CA

NV5 provided engineering design services for the preparation of plans, specifications and cost estimates for pavement improvements, curb, gutter, sidewalk and curb ramp improvements for 14 streets throughout the City of Lawndale. The project included pavement rehabilitation for residential and arterial streets, and coordination with utility companies.

CONSTRUCTION COST: $1.5 MILLION
DATES: NOVEMBER 2016-NOVEMBER 2017
KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, TEMO MOLINA
REFERENCE: FRANK SENTENO, DIRECTOR OF PUBLIC WORKS, 310-973-3266



NORTH LA BREA AVENUE IMPROVEMENTS

CITY OF INGLEWOOD | INGLEWOOD, CA

We completed comprehensive design services and delivered final Plan Specifications & Engineering for this “Green Street” rehabilitation project. The purpose of the project was to mitigate existing distressed asphalt paving to the maximum extent possible and address stormwater runoff issues. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross-gutters, alley gutters and driveway approaches; assessments of curb ramps for ADA compliance; and installation of pavement markers.

CONSTRUCTION COST: $2.7 MILLION
DATES: FEBRUARY 2017-MARCH 2018
KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO
REFERENCE: ELOY CASTILLO, PRINCIPAL ENGINEER, 310-412-8716



REHABILITATION OF VARIOUS STREETS

CITY OF LYNWOOD | LYNWOOD, CA

Our team provided street improvement design plans, contract documents, specifications, estimates, and other appurtenant work for the rehabilitation of various streets. Improvements included rehabilitation of asphalt concrete, reconstruction of concrete curb and gutters, sidewalks, cross-gutters, curb ramps and drive approaches, tree removal and parkway restoration, removal of existing and non-functional street lights and footing, removal and replacement of regulatory and other street signs, traffic striping, utility and other agency coordination, and bid assistance.

CONSTRUCTION COST: $800K
DATES: MARCH 2016-AUGUST 2016
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO
REFERENCE: ELIAS SAIKALY, CIP MANAGER, 310-603-0220



RESIDENTIAL STREETS REHABILITATION

CITY OF POMONA | POMONA, CA

Our team provided the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Utilized ATP and CDBG funding.

CONSTRUCTION COST: $4 MILLION
DATES: NOVEMBER 2015-AUGUST 2016
KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO
REFERENCE: MATT PILARZ, SENIOR ENGINEER, 909.620.3652



177TH STREET IMPROVEMENTS

CITY OF TORRANCE | TORRANCE, CA

The team prepared the plans, specifications, and estimates for the rehabilitation of 177th Street, from Prairie Avenue to Hawthorne Boulevard. Improvements include pavement rehabilitation, construction of missing and/or damaged concrete curb, gutter, sidewalks, ADA ramps, and cross-gutters; and removal and replacement of trees, and sewer and manhole repairs.

CONSTRUCTION COST: $1 MILLION
DATES: MARCH 2016-AUGUST 2017
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO
REFERENCE: CRAIG BILEZERIAN, DEPUTY PUBLIC WORKS DIRECTOR/CITY ENGINEER, 310.781.6900



GALSTER WAY IMPROVEMENTS

CITY OF WEST COVINA | WEST COVINA, CA

The project consisted of pavement reconstruction on Galster Way from Westridge Road to approximately 50 feet west of the entrance of Galster Park. The project improvements included: the removal of deteriorated sections of pavement; the reconstruction of pavement; and the reconstruction of curb, gutter, cross-gutter, sidewalk, curb ramps and driveways. The scope of services consisted of the preparation of plans, specifications and estimates; field survey; environmental documentation; and bid assistance.

CONSTRUCTION COST: $250,000
DATES: JUNE 2015-SEPTEMBER 2015
KEY PERSONNEL: AMY AMIRANI, DAVID NIKNAFS, ART BISCOCHO
REFERENCE: CHINO CONSUNJI, PUBLIC WORKS DIRECTOR, 626.939.8416

PAVEMENT MANAGEMENT PROJECTS

Provided in the table below are Pavement Management Projects that our team has completed in the past five years or is currently working on. Contacts are included for each public agency.

CITY OF VILLA PARK

PMP UPDATE 2012, 2014, 2016

Our team provided data collection and field assessment for the street pavement condition of 68 miles within the City of Villa Park. Final reports were submitted and approved by the City and OCTA on schedule.

YEAR STARTED/COMPLETED: 2012/2016

FINAL PROJECT COST: $75,800

CONTACT: JARAD HILDEBRAND, FORMER CITY MANAGER, (562) 694-6302 EXT. 227

CITY OF LAGUNA WOODS

PMP UPDATE 2012, 2014, 2016

Our team provided data collection and field assessment for the street pavement condition of 11 MPAH miles. Final reports were submitted and approved by the City and OCTA on schedule.

YEAR STARTED/COMPLETED: 2012/2016

FINAL PROJECT COST: $45,000

CONTACT: CHRIS MACON, CITY MANAGER, (949) 639-0512

CITY OF CYPRESS

PMP UPDATE 2015, 2017

Our team provided data collection and field assessment for the street pavement condition of 112 MPAH miles. Several year Capital Improvement Programs were developed based on the analysis of the street pavements. Final reports were submitted and approved by the City and OCTA on schedule.

YEAR STARTED/COMPLETED: 2015/2017

FINAL PROJECT COST: $39,730

CONTACT: NICK MANGKALAKIRI, SENIOR CIVIL ENGINEER, (949) 639-0561

CITY OF GARDENA

PMP UPDATE 2018

Our team is providing data collection and field assessment for the street pavement condition of 110 miles. Several year Capital Improvement Programs are being developed based on the analysis of the street pavements. Final report will be submitted to the City and MTA.

YEAR STARTED/COMPLETED: CURRENT

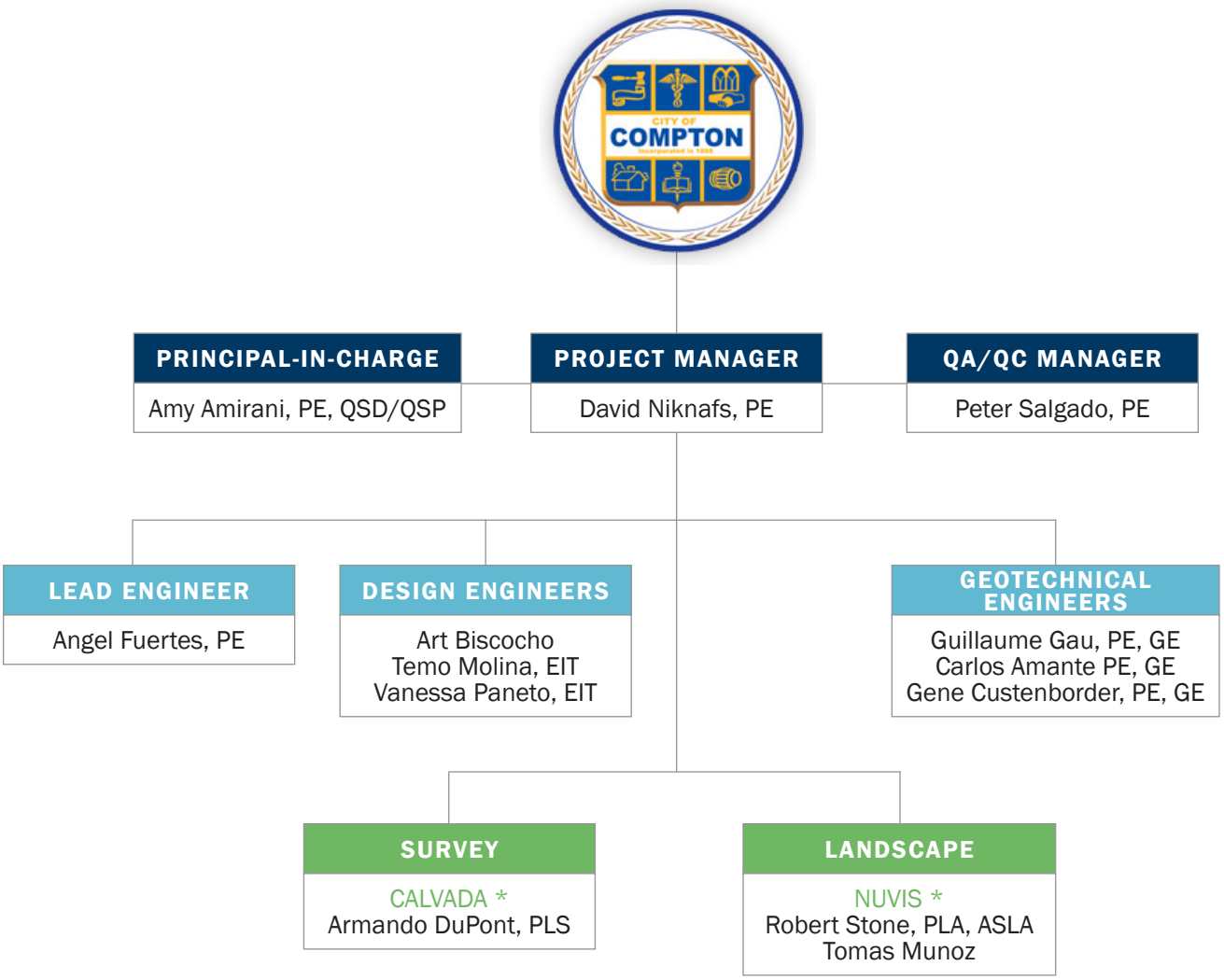
ESTIMATED FINAL PROJECT COST: $28,700

CONTACT: JUN DE CASTRO, ASSOCIATE ENGINEER, (310) 217-9642

TEAM QUALIFICATIONS

ORGANIZATION CHART

For this project, NV5 has assembled a team of experts who have 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 Street Design Services. Any changes to the design team will be submitted to the City for review and approval. Shown below are team roles and responsibilities. Resumes are located starting on page 18.



* SUBCONSULTANT

TEAM QUALIFICATIONS



DAVID NIKNAFS, PE
Project Manager

Mr. Niknafs has extensive civil engineering experience in the public and private sectors working on various capital improvement projects. He has managed numerous public works and development projects including roadways, complete street design, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

EDUCATION
M.S. Civil Engineering,
CSU, Los Angeles

B.S. Civil Engineering,
CSU, Los Angeles

LICENSES
Civil Engineer (CA)
No. 42697

AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

AT A GLANCE

30
YEARS OF EXPERIENCE

Mr. Niknafs has worked in both the public and private sectors and has a wide range of expertise on Capital Improvement Projects. As a project manager, he understands the City's point of view having previously held positions at both the City of Irvine and the City of Santa Ana.

2K
PROFESSIONALS WORLDWIDE

With more than 100 locations nationwide and abroad, NV5 takes pride in helping our clients develop and deliver cost-effective, sustainable projects that improve lives in our communities. We offer the City the expertise of our 2,000+ professionals to bring effective solutions to your project.

100
STREET PROJECTS

Mr. Niknafs has worked on more than 100 street improvement projects over the course of his career. He has played a crucial role in the development of PS&E for street improvements, intersection enhancements, and beautification projects for cities throughout Southern California.

RELEVANT PROJECTS



Wilmington Avenue Improvements | City of Compton

Project Manager. Mr. Niknafs oversaw the project, which included: pavement rehabilitation, various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; enhanced pedestrian lighting; the installation of Class II bike lanes and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.



Annual Street Rehabilitation | City of Villa Park

Project Manager. Mr. Niknafs is providing plans, specifications, and estimates for the project. Improvements may include the removal and replacement of deteriorated sections of the streets by repaving or slurry seal; construction of curb and gutter or AC burm at certain locations of these streets; and the replacement of curb and gutters as needed to provide adequate drainage.



Rehabilitation of Various Streets | City of Lynwood

Project Manager. Mr. Niknafs provided engineering services for various street improvement, curb and gutter, sidewalk, and wheelchair ramp improvement projects throughout the City. In addition the design included water main improvements on several streets. His responsibilities included managing two design teams and overseeing preparations of plans, specifications, and cost estimates.

TEAM QUALIFICATIONS



ANGEL FUERTES, PE
Lead Engineer

Mr. Fuertes has extensive civil engineering experience in the public and private sectors working on various capital improvement projects. He has a vast experience in managing large capital improvement projects including retaining and managing consultants and contractors using municipal guidelines.

EDUCATION
M.S. Public Administration,
CSU, Long Beach

B.S. Civil Engineering,
CSU, Polytechnic, Pomona

LICENSES
Civil Engineer (CA)
No. 40694

AFFILIATIONS
Water Resources Planning Certificate, U.S. Army Corps of Engineers

AT A GLANCE

35
YEARS OF EXPERIENCE

Mr. Fuertes has worked in both the public and private sectors and has a wide range of expertise on Capital Improvement Projects. As a lead engineer, he understands the City's point of view having previously held similar positions at the City of Lake Forest, City of Aliso Viejo, and City of Long Beach.

2K
PROFESSIONALS WORLDWIDE

With more than 100 locations nationwide and abroad, NV5 takes pride in helping our clients develop and deliver cost-effective, sustainable projects that improve lives in our communities. We offer the City the expertise of our 2,000+ professionals to bring effective solutions to your project.

120
CIVIL ENGINEERING PROJECTS

Mr. Fuertes has worked on more than 120 civil engineering projects over the course of his career. He has played a crucial role in the development of street and water improvements, beautification projects, and federally funded projects throughout Southern California.

RELEVANT PROJECTS

Bristol Street Improvements | City of Costa Mesa

Lead Engineer. Mr. Fuertes is providing oversight and day-to-day support for street improvement projects along Bristol Street in Costa Mesa. Project "A" is a federally funded project to construct raised medians. Project "B" is also federally funded and will rehabilitate sections of Bristol Street and Bear Street. Project "C" is the Santa Ana Delhi Channel Diversion, which will repair sewer mains and manholes near Bristol Street. Project "D" adds a new intersection and traffic signal at Bristol Street and Camp, as well as modifications to the signal at Bristol Street and Newport Boulevard. Project "E" provides storm drain improvements along Randolph Avenue. These projects required precise scheduling, detailed cost control, as well as labor compliance and oversight for the federally funded portions.

Street Improvements and Landscape Medians | Cities of Lake Forest/Aliso Viejo

Project Manager. Mr. Fuertes oversaw three roadway landscape median projects (Trabuco Road in City of Lake Forest, Aliso Creek Road in City of Aliso Viejo, and Pacific Park Parkway in City of Aliso Viejo). The projects included pavement resurfacing, constructing landscape medians, parkways, curb and gutter.

Rancho Parkway Roadway Project | City of Lake Forest

Project Manager. The $4M, four-lane roadway project consisted of grading, curb, gutter, sidewalks, median landscaping, and utilities. Mr. Fuertes' responsibilities included negotiating and administrating cost sharing agreement with Irvine Ranch Water District, and procuring and managing design consultants, construction management, and construction contractors.

CONTACT INFO
amy.amirani@nv5.com
949.585.0477

EXPERIENCE
37 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 34283

Qualified SWPPP
Developer

Qualified SWPPP
Practitioner

AFFILIATIONS
American Public

Works Association

League of California Cities

AMY AMIRANI, PE, QSD/QSP

Principal-In-Charge

Ms. Amirani has more than 37 years of civil engineering experience in both the private and public sectors. As a former Public Works Director for the cities of Hermosa Beach and San Juan Capistrano, her expertise in public works projects includes general infrastructure, water, wastewater, and storm drain systems. She founded CivilSource (now an NV5 company) in 2006 to specialize in program and construction management services for municipalities in Southern California. Her experience, combined with an in-depth knowledge of municipal regulations and procedures, has resulted in the successful completion of many capital improvement projects for clients throughout the region.

Project Experience

Wilmington Avenue Improvements
CITY OF COMPTON | COMPTON, CA

Project Director. Ms. Amirani was responsible for managing and overseeing senior project management for this project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. In addition, it included: 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.

Citywide Street Rehabilitation
CITY OF VILLA PARK | VILLA PARK, CA

Project Director. Ms. Amirani is responsible for managing and overseeing senior project management in the development of plans, specifications, and cost estimates, as well as design and field assessment services for the rehabilitation of several streets within the City of Villa Park. Services provided include field inspection and data gathering; inputting all data into MicroPaver assessing, identifying and prioritizing streets for improvements; recommending rehabilitation methods; and developing plans, specifications and cost estimates for the improvements.

Citywide Street Improvements
CITY OF LAWNDALE | LAWNDALE, CA

Project Director. Ms. Amirani was responsible for managing and overseeing senior project management in the development of plans, specifications, and cost estimates for pavement improvements, curb, gutter, sidewalk and curb ramp improvements for 14 streets throughout the City. The project included pavement rehabilitation for residential streets and coordination with utility companies.

Galster Way Improvements
CITY OF WEST COVINA | WEST COVINA, CA

Project Director. Ms. Amirani was responsible for managing and overseeing senior project management in the development of plans, specifications, and cost estimates. This project consisted of pavement reconstruction on Galster Way from Westridge Road to approximately 50 feet west of the entrance of Galster Park. The project improvements included: the removal of deteriorated sections of pavement; the reconstruction of pavement; and the reconstruction of curb, gutter, cross-gutter, sidewalk, curb ramps and driveways.

CONTACT INFO
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949.585.0477

EXPERIENCE
30 years

EDUCATION
M.S. Civil Engineering

B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 42697

AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

DAVID NIKNAFS, PE

Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

Wilmington Avenue Improvements

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs was responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. Scope of work consisted of 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.

FY 2017-18 Annual Street Rehabilitation

CITY OF VILLA PARK | VILLA PARK, CA

Project Manager. Mr. Niknafs is responsible for providing plans, specifications, and estimates for the annual rehabilitation project. The improvements may include the removal and replacement of deteriorated sections of the streets by repaving or slurry seal the streets; construction of curb and gutter or AC burm at certain locations of these streets; and the replacement of curb and gutters as needed to provide adequate drainage.

FY 2017-18 Street Rehabilitation

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Project Manager. Mr. Niknafs is responsible for providing plans, specifications, and estimates for the annual citywide street and drainage improvements. The project includes the preparation of contract documents for localized AC spot repairs; stretches of new curb or swale; grind and overlay; and the inventory of existing traffic signs and making recommendations on replacing existing signs or installing new ones.

Various Street Improvement Projects

CITY OF LYNWOOD | LYNWOOD, CA

Project Manager. Mr. Niknafs provided engineering services for various street improvement, curb and gutter, sidewalk, and wheelchair ramp improvement projects throughout the City. In addition the design included water main improvements on several streets. His responsibilities included managing two design teams and overseeing preparations of plans, specifications, and cost estimates.

North La Brea Avenue "Green Street" Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

Project Manager. Mr. Niknafs is responsible for providing comprehensive design services and delivering final plans, specifications, and estimates for this "Green Street" improvement project. The project consists of the street rehabilitation of North La Brea Avenue from the northerly side of Florence Avenue to the City limits located north of 64th Street. The purpose of the project is to mitigate existing distressed asphalt paving to the maximum extent possible and address stormwater runoff issues. As part of the design process, our team evaluated all available design alternatives and developed an NPDES/MS4-compliant stormwater management plan that takes advantage of a network of pervious surfaces within the parking lanes and green areas with the median and parkway. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross-gutters, alley gutters and driveway approaches; assessments of curb ramps for ADA compliance; relocation of water meters and other utility boxes into street parkways; landscape and root pruning; installation of pavement markers and striping to current standards; reconstruction of bus stop pads and channelization islands.

Residential Streets Rehabilitation

CITY OF POMONA | POMONA, CA

Project Manager. Mr. Niknafs was responsible for providing plans, specifications, and estimates for the design of pavement rehabilitation, street improvements, bikeway Improvements, pedestrian/ADA Improvements, and landscape/ Green Street and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included the associated bike facility striping, signing, crossing improvements and signal modifications for bike detection. In addition, the project involves the landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of this project were funded by Cycle 1 of the Active Transportation Program (ATP).

177th Street Improvements

CITY OF TORRANCE | TORRANCE, CA

Project Manager. Mr. Niknafs was responsible for providing the plans, specifications, and estimates for the rehabilitation of 177th Street, from Prairie Avenue to Hawthorne Boulevard. Improvements include pavement rehabilitation, construction of missing and/or damaged concrete curb, gutter, sidewalks, ADA ramps, and cross-gutters; and removal and replacement of trees, and sewer and manhole repairs.

Citywide Street Improvements

CITY OF LAWNDALE | LAWNDALE, CA

Project Manager. Mr. Niknafs provided engineering design services for the preparation of plans, specifications and cost estimates for pavement improvements, curb, gutter, sidewalk and curb ramp improvements. The project included pavement rehabilitation for residential and arterial streets, and coordination with utility companies.

Galster Way Improvements

CITY OF WEST COVINA | WEST COVINA, CA

Project Manager. Mr. Niknafs was responsible for the design of the improvements to Galster Way. The project included the removal of deteriorated sections of pavement and the reconstruction of pavement, curb, gutter, cross gutter, sidewalk, curb ramps, and driveways. His responsibilities included managing the preparation of the plans, specifications and cost estimates, field survey, engineering design services, environmental documentation and bid assistance.

4th Street Improvements

CITY OF SANTA ANA | SANTA ANA, CA

Project Manager. Mr. Niknafs managed design engineering for preparation of plans, specifications, and cost estimates for street, curb and gutter, sidewalk, storm drain, traffic signals, signing and striping improvements.

CONTACT INFO
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949.585.0477

EXPERIENCE
20 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 63159

PETER SALGADO, PE

QA/QC Manager

With more than 20 years of experience, Mr. Salgado has managed and delivered a variety of public works projects including street improvements; vertical construction and tenant improvements; parks and landscaping improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures.

Project Experience

Central Avenue Pavement Rehabilitation

CITY OF COMPTON | COMPTON, CA

Construction Manager. Mr. Salgado is currently overseeing the construction management and inspection for the Central Avenue Pavement Rehabilitation Project (Phase II). The project consists of installation of Cement Stabilized Pulverized Base, Asphalt Concrete, Asphalt Rubber Hot Mix, ADA compliant curb ramps, curbs and gutters, sidewalk improvements, striping and traffic loop replacement.

University Drive Widening (Campus to MacArthur)

CITY OF IRVINE | IRVINE, CA

Construction Manager. Mr. Salgado is currently overseeing our construction management and inspection team for the University Drive Widening (from Campus Avenue to MacArthur Boulevard) project, which includes street improvements and storm drain improvements. The project consists of curb and gutter, sidewalk, crack sealing, asphalt base course, asphalt concrete surface course, adjust utility manholes and valves to grade, striping, pavement markings, and raised pavement markers, installation of new traffic signals, and storm drain installation.

Placentia Avenue Rehabilitation Project

CITY OF PLACENTIA | PLACENTIA, CA

Construction Manager. Mr. Salgado oversaw the construction management, inspection, labor compliance, and funding oversight services for this federally funded rehabilitation project. The project included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping.

FY 2013-14 and FY 2015-16 Annual Pavement Rehabilitation

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Manager. Mr. Salgado managed this $2.5M citywide street improvement program. The scope of work included reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; roadway section repairs and resurfacing; crack seal and slurry seal; and, traffic striping and signage.

Bellflower Boulevard Pedestrian Enhancements

CITY OF BELLFLOWER | BELLFLOWER, CA

Construction Manager. Mr. Salgado managed this $1.2M street traffic signal and parkways improvements project. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks (including decorative paving); driveways, curbs, gutters, cross gutters, and ADA curb ramps; and traffic striping and signage (including decorative crosswalks at the intersections).

CONTACT INFO
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949.585.0477

EXPERIENCE
35 years

EDUCATION
M.S. Public Administration

B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 40694

Water Resources Planning Certificate, U.S. Army Corps of Engineers

ANGEL FUERTES, PE

Lead Engineer

Mr. Fuertes has more than 35 years of civil engineering experience in both the public and private sectors. His professional experience includes serving as the Principal Civil Engineer for the City of Lake Forest, serving as the Assistant City Engineer for the City of Aliso Viejo, and as Senior Civil Engineer and Civil Engineer for the Public Works and Harbor Departments in the City of Long Beach. He has experience in managing large capital improvement projects including retaining and managing consultants and contractors using municipal guidelines.

Project Experience

Bristol Street Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Resident Engineer/Construction Manager. Mr. Fuertes is providing oversight and day-to-day support for these five street improvement projects along Bristol Street in Costa Mesa. Project "A" is a federally funded project to construct raised medians along Bristol Street from Baker Street to Newport Boulevard. Project "B" is also federally funded and will rehabilitate sections of Bristol Street and Bear Street. Project "C" is the Santa Ana Delhi Channel Diversion, which will repair sewer mains and manholes near Bristol Street. Project "D" adds a new intersection and traffic signal at Bristol Street and Camp, as well as modifications to the signal at Bristol Street and Newport Boulevard. Project "E" provides storm drain improvements along Randolph Avenue. These projects required precise scheduling, detailed cost control, as well as labor compliance and oversight for the federally funded portions.

Street Improvements and Landscape Medians

CITIES OF LAKE FOREST AND ALISO VIEJO | LAKE FOREST AND ALISO VIEJO, CA

Project Manager. Mr. Fuertes was the Project Manager for three roadway landscape median projects (Trabuco Road in City of Lake Forest, Aliso Creek Road in City of Aliso Viejo, and Pacific Park Parkway in City of Aliso Viejo). The projects included pavement resurfacing, curb and gutter rehabilitation, and constructing landscape medians.

Alton Parkway Extension Project

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Manager. The $6M, six-lane, one-mile extension project included mass grading, utilities, street improvements and a landscaped median. Responsibilities included procuring and managing contract services for design, construction management and inspection; negotiating construction contracts and administrating cost sharing agreements with developer (Shea Homes and Baker Ranch), County of Orange, and utility purveyors (Irvine Ranch Water District and Southern California Edison). This project earned an award from ASCE in 2013.

Rancho Parkway Roadway Project

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Manager. The $4M, four-lane roadway project consisted of grading, curb, gutter, sidewalks, median landscaping, and utilities. Mr. Fuertes' responsibilities included negotiating and administrating cost sharing agreement with Irvine Ranch Water District, and procuring and managing design consultants, construction management, and construction contractors.

Principal Civil Engineer

CITY OF LAKE FOREST | LAKE FOREST, CA

Principal Civil Engineer. Mr. Fuertes conducted quarterly coordination meetings with utility companies and served as Project Manager for following City projects:

- Various street re-surfacing and slurry seal projects.
- Trabuco Road, Rockfield Boulevard, Jeronimo Road – Landscape medians and parkways.
- Rancho Parkway – $4M cost, extend four-lane arterial roadway 1/4 mile involving grading, curb, gutter, sidewalks, median landscaping, utilities. Included negotiating and administrating cost sharing agreement with Irvine Ranch Water District.
- Alton Parkway – $6M cost, six-lane arterial extension for one mile within the City. Included negotiating and administrating cost sharing agreement with developer (Shea Homes and Baker Ranch), County of Orange, and utility purveyors (Irvine Ranch Water District, SCE).
- Lake Forest Sports Park – Selected and managed consultants and contractors for $90M 88-acre project involving land acquisition, grading and utilities, and park improvements. Sports Park consists of six baseball/softball fields, five-acre multi-use fields, two synthetic soccer fields, recreation building including gymnasium and recreation classrooms.

Assistant City Engineer

CITY OF ALISO VIEJO | ALISO VIEJO, CA

Assistant City Engineer. Mr. Fuertes was responsible for supervising and coordinating all activities, personnel, and consultants in the City of Aliso Viejo Public Works Department.

- Public Works Administration – Act in the absence of the City Engineer/Public Works Director. Provide leadership in the Department by identifying work assignments for staff and consultants; developing and implementing department budget; and preparing action plans for daily department activities and functions. Respond to resident inquiries regarding traffic engineering, street maintenance, and slurry seal projects. Issue permits for encroachment in the public right-of-way. Develop storage and central filing system for public documents. Prepare correspondence and reports for City Council action.
- Street Maintenance – Administer and monitor contract for street maintenance, street sweeping, traffic signal repair, traffic signal operations, and street light repair.
- Traffic Engineering – Conduct traffic studies in response to residents requests for traffic control on public streets.
- Contract Administration – Prepare RFP for professional services. Accept, review, and evaluate proposals. Prepare contract documents for public bidding. Prepare contract documents for Council action. Coordinate with Finance Department in the implementation for the city budget and the procurement of materials and services. Review and approve Public Works invoices.
- Project Development – Project Manager in the development of CIP projects including planning, budgeting, identify funding sources, and completing grant applications. Prepare construction documents. Administer and monitor work assignments to contractors and consultants in the preparation of plans and specifications.
- Construction Management – Coordinate with contractors in the construction of CIP projects. Conduct inspection, negotiate change orders, and approve work of contractors. Review and approve contractor invoices.

CONTACT INFO
art.biscocho@nv5.com
949.585.0477

EXPERIENCE
30 years

EDUCATION
B.S. Civil Engineering

ART BISCOCHO

Design Engineer

Mr. Biscocho has more than 30 years of experience as a Design Engineer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies and his qualifications include the ability to review and prepare construction plans, specifications, and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Wilmington Avenue Improvements

CITY OF COMPTON | COMPTON, CA

Project Designer. Mr. Biscocho was responsible for providing professional design engineering services, including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. It also included: various pedestrian and bicycle improvements, the installation of wider and colored crosswalks, and enhanced pedestrian lighting.

Citywide Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Project Designer. Mr. Biscocho is assisting with the design of the City's annual maintenance and slurry seal program, drainage improvements, and slope repair and stabilization in three specific areas that were damaged in recent rain storms.

North La Brea Avenue "Green Street" Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

Project Designer. Mr. Biscocho prepared plans, specifications and estimates for improvements on north La Brea Avenue. The project included: repair of damaged sidewalks, curbs and gutters, cross-gutters, alley gutters and driveway approaches; pavement rehabilitation; and installation of markers and striping to current standards.

177th Street Rehabilitation

CITY OF TORRANCE | TORRANCE, CA

Project Designer. Mr. Biscocho prepared plans, specifications, and estimates for pavement rehabilitation along 177th Street from Prairie Avenue to Hawthorne Boulevard. The project consisted of the repair and reconstruction of missing and/or damaged sidewalk, curb, gutter, ADA ramps and cross-gutters and removal and planting of selected City trees.

Galster Way Improvements

CITY OF WEST COVINA | WEST COVINA, CA

Project Designer. Mr. Biscocho prepared plans, specifications and cost estimates for the removal of deteriorated sections of pavement, reconstruction of pavement, reconstruction of curb, gutter, cross gutter, sidewalk, curb ramps, and driveways. The scope of services included field survey and engineering design services.

CONTACT INFO
temo.molina@nv5.com
949.585.0477

EXPERIENCE
7 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer-In-Training
(CA) No. 140997

TEMO MOLINA, EIT

Design Engineer

Mr. Molina has more than seven years of experience in civil engineering design and construction inspection. He has actively participated in both the design and inspection of several roadway capital improvement projects. He is proficient in AutoCAD and MicroPaver, and he possesses a working knowledge of AutoCAD Civil3D, RISA 3D, and Sketch up PRO. His professional and dedicated civil engineering experience stems from increasingly responsible positions within public agencies including the cities of Santa Ana and San Clemente.

Project Experience

Citywide Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Design Engineer. Mr. Molina is assisting with the design of the City's annual maintenance and slurry seal program, and drainage improvements rehabilitation of various streets in the City. The improvements could include patching deteriorated pavement sections; grind and overlay; and/or slurry seal of certain sections (approximate total length of 2,000').

Annual Street Rehabilitation

CITY OF VILLA PARK | VILLA PARK, CA

CAD Designer. Mr. Molina is assisting with the design and field assessment services for the rehabilitation of several streets within the City. Responsibilities include field inspection and data gathering; inputting all data into MicroPaver; assessing, identifying and prioritizing streets for improvements; recommending rehabilitation methods; and developing plans, specifications and estimates for the improvements.

Annual Street Improvement

CITY OF LAWNDALE | LAWNDALE, CA

Design Engineer. Mr. Molina assisted with the engineering services for improvements on selected city streets. Services include: restoring roadway gutter drainage flows and modifying as-needed; repairing damaged sidewalks, curbs and gutters, cross-gutters, alley gutters, and driveway approaches; and re-establishing, where necessary, striping, markings and pavement markers and signage.

Citywide Street Rehabilitation

CITY OF HERMOSA BEACH | HERMOSA BEACH, CA

CAD Designer. Mr. Molina assisted with the design and field assessment services for the rehabilitation of several streets within the City. Responsibilities included field inspection and data gathering; assessing, identifying and prioritizing streets for improvements; recommending rehabilitation methods; and developing plans, specifications and estimates for the improvements.

Pavement Management Survey/Report

CITY OF SANTA ANA | SANTA ANA, CA

Design Engineer. Mr. Molina was responsible for field inspection and pavement assessment. Work included three months of field inspections of all residential and arterial street segments for pavement distresses; recording observations and inputting all data into MicroPaver; and using MicroPaver to develop a pavement management plan including comparison charts and a PCI report.

CONTACT INFO
vanessa.paneto@nv5.com
949.585.0477

EXPERIENCE
2 years

EDUCATION
M.S. Civil Engineering

B.S. Civil Engineering

LICENSES
Civil Engineer-In-Training
(CA) No. 152200

VANESSA PANETO, EIT

Design Engineer

Ms. Paneto has more than two years of experience and has worked on various civil engineering projects in Los Angeles, Orange, San Bernardino, and Riverside counties. She has project engineer experience in preparing construction plans for public works and land development projects. She is proficient utilizing hydrology/hydraulic software for preparation of hydrology, WQMP/LID, and SWPPP reports.

Project Experience

184th Street and Bailey Drive Storm Drain

CITY OF TORRANCE | TORRANCE, CA

Assistant Engineer. Ms. Paneto helped prepare plans for this project that included the analysis, survey, utility coordination, as well as the preparation of plans, specifications, and estimates for the construction of a storm drain within 184th Street from Prairie Avenue to Bailey Drive and within Bailey Drive from 184th Street to 185th Street in order to alleviate the local ponding/flooding in the area.

Fire Station No. 20

THE IRVINE COMPANY | IRVINE CA

Assistant Engineer. Ms. Paneto provided support in preparation of WQMP, technical specifications and drafting. Our team is currently providing design engineering services for an approximately 12,500 square feet fire station on 1.5 acres of land located near the intersection of 8th Street and “O” Street in the City of Irvine. Project includes the preparation of plans, specifications and estimates, street improvement, signing and striping and storm drain plans, hydrology and hydraulic studies report, utilities coordination and consulting, meeting coordination, bidding support, and LEED Silver certification.

Jamboree Widening (From Main Street to Barranca)

CITY OF IRVINE | IRVINE, CA

Assistant Engineer. Our team is providing project management services for the widening of Jamboree Road from Main Street to Barranca Parkway. The project will widen Jamboree Road from four to five through lanes in each direction. Intersection improvements at Jamboree/Main and Jamboree/Barranca are currently in the design and right of way phases and shall be constructed along with the widening. Preliminary concept plans have been developed. Scope of work includes providing staff, technical expertise, and project management and administration to complete environmental, design, right-of-way, utility coordination, bidding and construction activities.

Rockfield Zone 4 to 3 Automated Valve Project

IRVINE RANCH WATER DISTRICT | IRVINE CA

Assistant Engineer. Ms. Paneto’s responsibilities include preparation of plans, specifications and cost estimates for this project. The project includes removal of existing 10-inch D.I. spool inside the existing vault in Rockfield Boulevard between Center Drive and Revson and replacing it with a new automated valve and flow meter.

CONTACT INFO
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858.385.0500

EXPERIENCE
16 years

EDUCATION
M.S. Civil Engineering (Geotechnical)

M.S. Civil Engineering and Construction Management

LICENSES
Civil Engineer (CA) No. 70015

Geotechnical Engineer, CA No. 2986

GUILLAUME GAU, PE, GE

Geotechnical Engineer

Mr. Gau's experience includes roadways, electric and gas lines, water pipelines, residential, commercial, schools, transportation, rail, landslide remediation and forensics projects. He also provides field engineering services and laboratory supervision for the testing and inspection for concrete, structural steel, masonry, soils, asphalt, and civil construction.

Project Experience

On-Call Materials Testing and Inspection Services

CITY OF VISALIA | VISALIA, CA

Geotechnical Engineer for annual on-call construction materials testing services for various infrastructure improvement projects comprising geotechnical and material testing, overlay and resurfacing (Cape Seal & Reclamite) projects, utilities projects, Independent Assurance services for federally funded projects, pavement evaluation services, and concrete structures. Materials testing services covered soils, concrete, HMA, Cape Seals, reclamite, and miscellaneous testing services.

Melrose Drive Extension and Improvements

CITY OF OCEANSIDE | OCEANSIDE, CA

Geotechnical Engineer for the design and construction of the extension including grading recommendations, pavement, culvert, pipeline and shoring design.

State Route 178 Widening Project

CALTRANS | STATE OF CALIFORNIA

Geotechnical Engineer for field and laboratory materials tester, plant inspector and source inspection services for the widening of SR-178. The project included grading observation, field density testing, asphalt testing and plant inspection and source inspection of 112,000 CY roadway excavation and fill placement, 62,000 CY of aggregate base and subbase and 83,000 ton HMA.

Black Canyon Road

COUNTY OF SAN DIEGO | SAN DIEGO, CA

Senior Engineer and Project Manager responsible for the geotechnical investigation and design of a section of roadway between the San Vicente Reservoir and adjacent Indian Reservation. Key geotechnical issues included slope stability, rock rippability, retaining wall and pavement design consisting of asphalt concrete over soil-cement base.

C1090 Installation along Highway 79

SAN DIEGO GAS & ELECTRIC | SAN DIEGO COUNTY

Geotechnical Engineer for the installation of 7 miles of underground 39kv line to bring power to the new Jamul casino. Work included excavation monitoring and placement of structural backfill, aggregate base and subbase and HMA along Highway 79.

Various Projects

SAN DIEGO GAS & ELECTRIC | SAN DIEGO COUNTY

Geotechnical Engineer for multiple projects including underground transmission lines, drilled pier foundation and gas line relocation. Key geological/geotechnical issues included deep foundations, rippability studies, seismic refraction surveys, horizontal directional drilling, jack and bore, retaining walls and shoring.

CONTACT INFO
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949.585.0477

EXPERIENCE
23 years

EDUCATION
M.S. Civil Engineering (Geotechnical Engineering)

M.S. Civil Engineering (Earthquake Engineering)

B.S. Civil Engineering

LICENSES
Civil Engineer (CA) No. 57831

Geotechnical Engineer (CA) No. 2724

CARLOS V. AMANTE, PE, GE

Geotechnical Engineer

Mr. Amante has 23 years of broad geotechnical and earthquake engineering consulting experience, where he has consistently demonstrated wide-ranging breadth of knowledge and ability to develop innovative and cost-effective engineering solutions to numerous private and public sector clients. He has successfully managed numerous geotechnical and seismic design investigations and testing of hundreds of transportation and water infrastructure projects in Southern California.

Project Experience

"H" Street Widening
CITY OF SAN BERNARDINO | SAN BERNARDINO, CA
Project Manager. Supervised field investigation to evaluate existing pavement conditions and provided pavement section recommendations for the proposed widening of H Street from Kendall Drive to 40th Street.

Bicycle/Pedestrian Facilities, Sixth Street Viaduct Replacement Project
CITY OF LOS ANGELES | LOS ANGELES, CA
Project Manager. Supervised geotechnical investigation for proposed street pavement improvements on Mission Road, Jesse Street and Myers Road and installation of underground fiberglass-reinforced polymer (FRP) water silos with a nominal diameter of 12 feet and height of up to 60 feet.

La Paz Road Sidewalk Widening
CNC ENGINEERING | CITY OF LAGUNA HILLS
Project Manager. Supervised geotechnical investigation, preparation of geotechnical design report providing recommendations for sidewalk widening using drilled pile-supported retaining walls and soundwalls, and preparation of plans and technical specifications.

Scott Road Widening
AECOM/RCTD | RIVERSIDE COUNTY, CA
Lead Engineer. Supervised geotechnical investigation of proposed widening of 5-mile long section between Antelope Road and Winchester Road (SR-79). Included evaluation of existing structural pavement sections and subgrade soils, site preparation, earthwork, excavation and shoring, drainage facilities, utility trench bedding and backfill.

I-405 Widening, Caltrans District 7 On-Call Services
AECOM/CALTRANS| LOS ANGELES, CA
Lead Engineer. Supervised geotechnical investigations for proposed widening of I-405 Freeway including five bridge and culvert structure, one bridge replacement, and a new bridge structure.

Campus Avenue Realignment and 20th Street Extension
LAN ENGINEERING | UPLAND, CA
Project Engineer. Conducted geotechnical investigation of proposed realignment of existing Campus Avenue between 19th Street and 20th Street and extension of 20th Street from the existing Campus Avenue to the new Campus Avenue.

CONTACT INFO
gene.custenborder@nv5.com
858.385.0500

EXPERIENCE
38 years

EDUCATION
B.S. Geology

LICENSES
Registered Geologist, CA No. 3992

Certified Engineering Geologist, CA No. 1319

GENE CUSTENBORDER, PG, CEG

Geotechnical Engineer

Mr. Custenborder's experience includes a wide variety of work throughout Southern California. This experience includes geotechnical feasibility studies and geotechnical investigations for commercial, residential and public works projects in many types of terrain. He has performed geotechnical studies for roadways, electrical transmission lines, pipelines, water tanks and two rockfill dams.

Project Experience

Knight Way Widening and Gould Avenue Improvements

CITY OF LA CANADA FLINTRIDGE | LA CANADA FLINTRIDGE, CA

Geotechnical Investigation. Supervised geotechnical investigation for the widening of Knight Way and improvements to Gould Avenue.

"H" Street Widening

CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Geotechnical Investigation. Supervised geotechnical investigation for the widening of "H" Street from Kendall Drive to 40th Street from two lanes to four lanes and upgrading the existing traffic signals at 40th Street and Kendall Drive.

Citywide Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Geotechnical Investigation. Supervised geotechnical investigation for the City of La Habra Height's annual citywide street and drainage improvements.

Interstate 805/Carrol Canyon Road Extension

STATE DEPARTMENT OF TRANSPORTATION

Mr. Custenborder served as project manager and principal investigator for the geotechnical studies that included 67 borings and 20 cone penetration tests (CPT), laboratory testing, and preparation of foundation reports for the various structures. The site conditions included compressible, potentially liquefiable alluvial soils, shallow groundwater and retaining walls proposed on relatively steep slopes.

Geotechnical Reviews

VARIOUS MUNICIPALITIES

Mr. Custenborder has provided geotechnical peer review services for the following agencies: City of San Diego, City of Santee, City of Encinitas, City of Poway, City of Menifee, City of San Bernardino, and City of Carlsbad. The peer review services consisted of reviewing the work products (geotechnical reports) of other geotechnical consultants and to provide an opinion as to whether the geotechnical aspects of proposed projects had been appropriately identified, analyzed, addressed and reported. If deficiencies were identified, recommendations were made to the municipalities to request additional analyses from the consultants.

CAL VADA SURVEYING, INC.

President

Armando Dupont, PLS

State of California License # 7780

Education: A.A. Civil Engineering, Fullerton College, Fullerton, California
Land Surveying, California State University, Pomona, California

Professional Activities: California Land Surveyors Association, American Congress on Surveying and Mapping (ACSM), National Association of Industrial and Office Properties (NAIOP), Building Owners and Managers Association (BOMA), Latin Business Association, Professional Environmental Marketing Association, Corona Chamber of Commerce.

Background: Mr. Dupont started his career in the surveying industry in 1977. As President and founding member of CAL VADA, he is responsible for all business activities of the company including executive management of technical, field, engineering, design and land survey personnel. His project experience includes topographic mapping, boundary surveying and analysis, ALTA/ACSM Land Title Surveys, construction and control surveying, preparation of tract and parcel maps, earth work calculations and quantities, and targeting and control for photogrammetry observations.

Mr. Dupont is fluent in managing commercial, industrial and governmental as well as private sector projects. He leads a team of professionals at CAL VADA providing insight and leadership based on his years of experience as a Party Chief, Project Surveyor and Project Manager on a wide array of projects. He has provided work for a number of industries, including providing services to the engineering, telecommunications, transportation, environmental and real estate industries.

Los Angeles County Sanitation Districts
Was the project manager and lead surveyor for the engineering topographic survey.

IT Group—El Toro, California
Was the project manager and lead surveyor for the engineering topographic survey of the entire El Toro Marine Corps Air Station. Provided project oversight, personnel management and quality control for the work.

NŪVIS
LANDSCAPE ARCHITECTURE AND PLANNING

ROBERT W. STONE, ASLA

Executive Vice President

Bob develops innovative public realm designs which provide strong visual character and seamless functionality for pedestrian and vehicular spaces. He is the primary principal accountable for the management, fiscal productivity, and resource orchestration of our Southern California, Nevada, and International projects; overseeing our staff for an array of public agency and private developer and clients. He participates in several chapters of the Building Industry Association and Urban Land Institute. Bob's clients respect the attention to responsiveness, creative solutions, and follow through from conceptual design to field observation.

Years with NUVIS: 30
Years Experience: 34

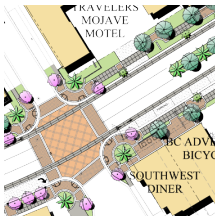
Other Professional Experience
Landscape Architect, POD, Inc.

Licensure:
CA 1891
NV 396

Professional Affiliations
American Society of Landscape Architects (ASLA)
Building Industry Association (BIA)
Urban Land Institute (ULI)
Gamma Sigma Delta, Honorary Society of Agriculture



Traffic Calming Intersections, Santa Monica, CA
Maguire Properties
Conceptual plans, construction documents, and construction observation for traffic calming and streetscape beautification of 15 intersections. Complete Street design principles employed via bulb-outs and safe/convenient pedestrian crossings. Water efficient plantings irrigated with drip system through LEIT solar controllers.



Nevada Way Traffic & Landscaping Improvements, Boulder City, NV
Nevada by Design for the City of Boulder City
Conceptual designs and design development graphics for 1/2 mile of street improvements with bike lanes on both sides, turn lanes with landscaped median islands in select locations, retained existing lane configurations at major intersections, 7' wide sidewalks on both sides of roadway, gateway features, and improved walkable environment for pedestrians. Solutions reinforce the history of Boulder City with elements from Hoover Dam along with thematic site furnishings.



Cashman Equipment Facility & St. Rose Parkway Trail, Henderson, NV
SH Architecture
Conceptual plans, construction documents, and LEED Documentation for a 53-acre corporate campus and adjacent regional trail utilizing high-efficiency irrigation systems, low water use plant material, permeable paving, and locally sourced materials. LEED Gold Certification.
Contact: Curt Carlson, SH Arch., 702-363-2222

CA 1226 / NV 396 / AZ 31507

NŪVIS
LANDSCAPE ARCHITECTURE AND PLANNING

TOMAS MUNOZ

Principal
Recreation Planner

Tom shares his talents and passion for our profession with the Boy Scouts as a Merit Badge Counselor for Landscape Architecture, Environmental Science, and Wilderness Survival. His emphasis is in urban design projects and public- and private-oriented park/recreation planning. As the project director for the $15 million Sports Complex in Huntington Beach, Tom facilitated extensive team collaboration and managed the design from conceptuals thru construction documentation. Client relations, pictorial graphic exhibits, technical direction of construction documents, and multi-team/agency coordination are his strengths. Mr Munoz was the Project Manager as subconsultant to DEA for Caltrans (D8) on-call three year contract, and also the Project Manager for NUVIS as prime consultant to Caltrans (D8) on-call for three years.

With NUVIS since 1978

Licensure:
CA 1997

Other Professional Experience
Boy Scouts of America, Assistant Scout Master, 1997 National Jamboree

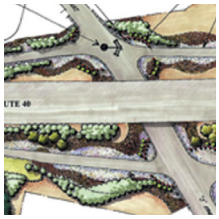
Professional Affiliations
American Society of Landscape Architects
California Park and Recreation Society



North Gaffey Street Beautification, San Pedro, CA
Port of Los Angeles, Directive 1 & 3
Concept scenarios, illustrative perspectives, and PS&E for .75 miles of right-of-way with multi-purpose path serving as a continuation of the bicycle route along N. Gaffey Street. Design process of this community open space included coordination with Chevron, adjacent property owner, and an on-site community meeting with local police to discuss security issues and neighborhood desires.



Green River Road & State Route 91, Corona, CA
Caltrans Dist. 8 with the City of Corona & DEA
Part of On-Call as prime consultant with Caltrans providing Conceptual Designs and Construction Drawings for east and west bound on and off ramps, elevations and sections for Green River overpass, freeway abutments, and construction details for enriched fencing on State Route 91 in Corona. Task Order 9.



State Route 40 Interchange J, Needles, CA
David Evans & Associates for Caltrans District 8
Landscape architectural design support for a 1/2 mile section at Interchange 'J' in the City of Needles including reliminary plan view sketch and perspective imagery utilizing desert/native plantings and colorful decomposed granite, while allowing a comprehensive understanding of the necessary construction budget. Scope also included preparation of final PS&E's for the Interchange improvements.

CA 1226 / NV 396 / AZ 31507

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Compton
2. Contract DBE Goal: 12.5 %
3. Project Description: Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023
4. Project Location: Compton
5. Consultant's Name: Calvada; NUVIS
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: $488,000
8. Total Dollar Amount for **ALL** Subconsultants: $325,000
9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Survey	41281	411 Jenks Circle #205, Corona, CA 92880; (951) 280-9960	$280,000
Landscape Architect	6324	3151 Airway Avenue, Suite J-3, Costa Mesa, CA 92626; (714) 754-7311	$45,000

Local Agency to Complete this Section

20. Local Agency Contract Number:

21. Federal-Aid Project Number:

22. Contract Execution Date

14. TOTAL CLAIMED DBE PARTICIPATION

$ 325,000

66.39 %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

23. Local Agency Representative's Signature

24. Date

25. Local Agency Representative's Name

26. Phone

27. Local Agency Representative's Title

15. Preparer's Signature: David Niknafs

16. Date: 06/06/18

17. Preparer's Name: David Niknafs

18. Phone: (949) 585-0477

19. Preparer's Title: Director of Operations, NV5

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FEE PROPOSAL

Please see separately sealed envelope marked “Fee Proposal”.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5

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 **NV5** (hereinafter referred to as **"CONSULTANT"**), located at 9890 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, the City has secured funds from the Los Angeles County Metropolitan Transportation Authority Measure M funds to complete the pavement resurfacing design services for the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023; and

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services for the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023; and

WHEREAS, the City of Compton is seeking a design consultant to develop plans specifications and estimates for the 5-year annual residential street rehabilitation projects for Fiscal Years 2018-2023; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this project and be responsible to provide design and engineering services for _ street segments, including design support services during construction for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements; and

WHEREAS, by Resolution No._____ , adopted on the ___ day of _____ 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (NV5) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional design and engineering services for the preparation of preliminary design and the final PS&E (plans, specifications and estimates) bid package including design support services during construction for the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task 1 Prelimary Design

- Task 1-1 Kick-Off meeting
- Task 1-2 Data Collection and Project Documentation
- Task 1-3 Topographic Survey
- Task 1-4 Utility Notification & Coordination
- Task 1-5 Pavement Investigation and Report
- Task 1-6 Preliminary Plans

Task 2 Final Design – PS&E

- Task 2-1 Final Improvement Plans
- Task 2-2 Specifications
- Task 2-3 Quantity and Cost Estimates
- Task 2-4 State/Federal Funding Requirements
- Task 2-5 Meetings and Schedules

As more fully specified and described in the City's **"Request for Proposal for Design Services for Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 in the City of Compton",** (dated May 9, 2018) and the Consultant's **"Proposal for Design Services for Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023" – Compton, California,"** (dated June 6, 2018), 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.

Amy Amirani, P.E., Principal-In-Charge/Vice-President, 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 project is complete, unless terminated earlier.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's Cost Proposal. 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 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 **Five Hundred Eighteen Thousand Dollars ($518,000).**

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

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

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

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

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security,

overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-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. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will

at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

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

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

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Amy Amirani, P.E., Principal-In-Charge/VP **(Date)**

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

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

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

waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

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

26. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

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

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

To Consultant:

NV5
9890 Irvine Center Drive
Irvine, California 92618
Attn: Amy Amirani, P.E., Principal-In-Charge/VP
(949) 585-0477
(949) 585-0433 – fax.

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

With copy to: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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

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

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

NV5/CONSULTANT

Dated: _____ **By _____**
Amy Amirani, P.E., Principal-In-Charge/VP

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Wendell E. Johnson, P.E., Director
Public Works Department

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, City Manager

Approved as to form:

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

ATTEST:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 ($518,000)**

Wendell Johnson	**8/16/2018 4:02:29 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**9/13/2018 5:48:43 PM**
CITY ATTORNEY	DATE
Rafaela King	**9/6/2018 11:18:50 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**8/20/2018 5:57:32 PM**
CITY MANAGER	DATE

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

September 18, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($85,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a service agreement with South Coast Emergency Vehicle Service ("South Coast") and establish a purchase order in the amount of Eighty Five Thousand Dollars ($85,000.00) to cover expenditures for provision of maintenance and repair services to Compton Fire Department ("Department") emergency apparatus for the remainder of Fiscal Year 2018-2019.

BACKGROUND

The City's fire engines were purchased in 2005 and due to the high volume of emergency responses as well as the conditions of the City streets, the cost of repairs are increasing.

Annual apparatus maintenance and repair for the Department's emergency vehicles are essential for safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with reference to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles.

The City has no vendor in the City boundaries that provide maintenance and repair for emergency fire apparatus.

STATEMENT OF ISSUES

Department staff solicited bids for the servicing of the Department's emergency apparatus during Fiscal Year 2018-2019. Bids were submitted by: South Coast Emergency Vehicle Service ($85.00 per hour), William Kalvikov dba Fire Apparatus Solutions ($89.00 per hour) and Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. ($110.00 per hour).

Staff reviewed the bids and determined that the bid submitted by South Coast was the lowest and most responsive to the needs of the Department. South Coast will be able to get the best

price on needed parts as they are a direct supplier of parts for Pierce equipment – the Department's fleet of fire engines and trucks are manufactured by Pierce.

FISCAL IMPACT

The estimated cost for maintenance and repair to the Department's emergency apparatus for the remainder of Fiscal Year 2018-2019 will be Eighty Five Thousand Dollars ($85,000.00). Funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 6000 690 000 4229.

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($85,000)

WHEREAS, the annual apparatus maintenance and repair for the Fire Department's ("Department") emergency vehicles are essential for safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses and the City streets in need of repair, the overall repair costs are increasing; and

WHEREAS, Department staff solicited bids for the servicing of the Department's emergency apparatus during the remainder of Fiscal Year 2018-2019, with bids submitted by: South Coast Emergency Vehicle Service ($85.00 per hour), William Kalvikov dba Fire Apparatus Solutions ($89.00 per hour) and Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. ($110.00 per hour); and

WHEREAS, staff reviewed the bids and determined that the bid submitted by South Coast was the lowest and most responsive to the needs of the Department; additionally, South Coast will be able to get the best price on needed parts as they are a direct supplier of parts for Pierce equipment – the Department's fleet of fire engines and trucks are manufactured by Pierce; and

WHEREAS, the estimated cost for maintenance and repair to the Department's emergency apparatus for the remainder of Fiscal Year 2018-2019 is Eighty Five Thousand Dollars ($85,000.00), which funds are available in the 2018-2019 Fiscal Year budget.

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

Section 1. That the bid submitted by South Coast Emergency Vehicle Service is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a service agreement with South Coast Emergency Vehicle Service for the maintenance and repair of Fire Department's emergency apparatus for the remainder of Fiscal Year 2018-2019.

Section 3. That a purchase order in the amount of Eighty Five Thousand Dollars ($85,000.00) is authorized to be established for South Coast Emergency Vehicle Service.

Section 4. That the funds for said purchase order shall come from the Fire Department's 2018-2019 Fiscal Year budget, Account No. 6000 69 0000 4229.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and the Fire Department.

#21.

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

ADOPTED this _____ day of _____, 2018.

_____
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 _____,2018.

That this 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

SOUTH COAST
EMERGENCY VEHICLE SERVI CE

PERFORM. LIKE NO OTHER.

June 28, 2018

Service Agreement

Proposed Services:

- 90 day inspections PM Service
- Electrical Repairs
- Engine Diagnosis and Repair
- Parts Procurement
- Collision Repair and Paint
- Terminal Inspection Assistance
- Brakes & General Repairs
- A/C Repairs
- Seat Upholstery

Contract Pricing:
Mobile Labor Rate: $85.00 per hour plus fuel surcharge and $0.00 per hour drive-time.

Hourly Rates:

PM Service	$85 / Hr.
Body Repair	$111.11/Hr
Mechanical	$85/Hr.
Electrical	$85/Hr.
A/C	$85/Hr.

(NDT-Non Destructive testing)

Inspections:

90 Day Bit Inspection on Pumper Truck	$85.00 / unit
90 Day B.I.T. Inspection on Aerial	$85.00 / unit
Annual Pump Testing	$306.00 / unit
Annual Aerial Certification testing wo/NDT	$995.00 / unit
Annual Aerial Certification testing w/ NDT	$1425.00 / unit

#21.

Compton Fire Apparatus Inventory

Unit	Year	Make	Model	Current Mileage
E41	2005	Pierce	Arrow XT	13100
E42	2005	Pierce	Arrow XT	135384
E43	2005	Pierce	Arrow XT	200000
E44	2005	Pierce	Arrow XT	204815
E421	2005	Pierce	Arrow XT	106619
T411	2005	Pierce	Arrow XT	77508
A/L 428	2005	International	4400	8575
T412	1987	E-ONE	Hurricane	114654
E422	1998	American LaFrance	Eagle	91164
E423	1995	Saulsbury	Simon Duplex	104412
E424	1985	E-ONE	Hurricane	76825
Engine	2018	E-ONE (Pumper)	EMAX	TBD

NEW E- ONE UNITS

PM Fee Schedule

Units		
E41	2005	Pierce Arrow XT
E42	2005	Pierce Arrow XT
E43	2005	Pierce Arrow XT
E44	2005	Pierce Arrow XT
E421	2005	Pierce Arrow XT
T411	2005	Pierce Arrow XT

PM Service Break Down

44	Motor Oil 15w-40 @ $6.99 / Qt.	$307.56
2	Oil Filters @ $25.83 / filter	$51.66
1	Fuel Filter (BF5810)	$13.08
1	Fuel Filter (BF5813)	$28.58
1	Air Filter	$167.00
1	Haz Disposal Fee	$15.00
1	Tax @ 8%	$45.43
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service/Unit	$1138.31

Units		
A/L 428	2005	International 4400

38	Motor Oil 15w-40 @ $6.99 / Qt.	$265.62
1	Oil Filters	$50.00
1	Fuel Filter	$13.00
1	Air Filter	$100.00
	Haz Disposal Fee	$15.00
	Sales Tax @ 8%	$34.28
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service	$987.90

Units		
E422	1998	American L/F Eagle

PM Service Break Down

36	Motor Oil 15w-40 @ $6.99 / Qt.	$251.64
2	Oil Filters @ $20.00 / filter	$40.00
1	Fuel Filter (BF5810)	$13.00
1	Fuel Filter (BF5813)	$21.00
1	Air Filter	$100.00
1	Haz Disposal Fee	$15.00
1	Tax @ 8%	$34.05
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service	$984.69

Units		
T412	1987	E - ONE

PM Service Break Down

32	Motor Oil 15w-40 @ $6.99 / Qt.	$223.68
1	Oil Filters @ $20.00 / filter	$24.00
1	Fuel Filter (BF5810)	$13.00
1	Fuel Filter (BF5813)	$13.00
1	Trans Filter	$24.00
1	Air Filter	$100.00
1	Hydraulic Filter	$40.00
1	Haz Disposal Fee	$15.00
1	Tax @ 8%	$35.01
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service	$997.69

Units		
E423	1995	Saulsbury

PM Service Break Down

44	Motor Oil 15w-40 @ $6.99 / Qt.	$307.56
1	Oil Filter	$20.00
1	Fuel Filter	$25.00
1	Fuel Filter	$25.00
1	Air Filter	$70.00
1	Haz Disposal Fee	$15.00
1	Tax @ 8%	$35.80
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service	$1008.36

#21.

Units		
E424	1985	E-ONE



36	Motor Oil 15w-40 @ $6.99 / Qt.	$251.64
1	Oil Filter	$24.00
1	Fuel Filter	$13.00
1	Fuel Filter	$13.00
1	Air Filter	$70.00
1	Trans Filter	$24.00
1	Haz Disposal Fee	$15.00
1	Tax @ 8%	$31.65
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service	$952.29

Units		
Eng	2018	E-ONE Emax



42	Motor Oil 15w-40 @ $6.99 / Qt.	$293.58
2	Oil Filters @ $20.00/Filter	$40.00
1	Fuel Filter (BF5810)	$13.00
1	Fuel Filter (BF5813)	$21.00
1	Air Filter	$100.00
1	Haz Disposal Fee	$15.00
1	Tax @ 8%	$37.40
6 Hrs	PM Service Labor @ $85 / Hr	$510.00
	Total Cost of PM Service/unit	$1029.98

Total Cost of Service contract (per year):

- PM Service performed on 12 units in one year (based on units driven no more than 10,000 miles / year) = $4,080 (includes new unit)
- BIT Inspections on 11 units, 4 times a year = $4,080 (includes new unit)
- Annual pump test on 11 units = $3,672 (includes new unit)
- Annual Certification on 2 aerial units = $2,850

Term of Agreement:

This agreement is effective upon execution of the parties hereto and will remain in effect through June 30, 2019, unless terminated earlier by either party upon written notice thereof. Any changes that need to be made to this document shall be reviewed by both parties, and reach new agreement. **All pricing is subject to change upon successful completion of a physical inspection of the department's current fleet and verification of mileage.**

Billing:

South Coast Emergency Vehicle Service will direct bill for fuel consumed, dispatch time, road service fee, fleet maintenance, fleet inspections, parts, supplies, and labor at the agreed rate. Billing will be handled at the end of each completed repair. South Coast Emergency Vehicle Service will supply an invoice defining what vehicles and repairs were performed.

_____/___/_____ _____/___/_____

Gary Luna, General Manager **Roderick Simpson, Fire Chief**

South Coast EVS
2020 S Baker Ave
Ontario, CA 91761

Compton Fire Department
201 S. Acacia Ave
Compton, CA 90220

SERVICE AGREEMENT
Between
City of Compton
and
South Coast Emergency Vehicle Service
Emergency Vehicle Service/Repair

Approved by:

By _____ Dated: _____
Cecil W. Rhambo, Jr.
City Manager

Approved as to form:

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

ATTEST:

By _____ Dated: _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($85,000)**

Ronerick Simpson **8/1/2018 5:42:57 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **9/10/2018 8:22:29 PM**
CITY ATTORNEY DATE

Rafaela King **9/5/2018 10:39:35 PM**
CITY CONTROLLER DATE

Cecil Rhambo **8/8/2018 5:39:58 PM**
CITY MANAGER DATE

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

September 18, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: WENDELL E. JOHNSON, P.E.
DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,531 AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001 AND VESTING TENTATIVE TRACT MAP NO. 73337 – A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

SUMMARY

The City Council will consider a resolution rescinding Resolution No. 24,531 and approving General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001 and Vesting Tentative Tract Map No. 7337 – a request to develop a 62-unit detached, planned residential condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in the City of Compton.

BACKGROUND

The Subdivision Map Act ("the Act") of the State of California governs the subdivision of land for the purpose of sale, leasing, or financing. Subdivision regulations and review procedures for division of property into five or more lots requires a tract map approval. The Act authorizes local governmental agencies to regulate and control the design and development of subdivisions. Chapter 28 of the Compton Municipal Code contains the City's regulations regarding the subdivision of land pursuant to the Act.

The real property located at 2001 E. Rosecrans is situated in the Low Density Residential or "R-L" zone. A planned residential development is permitted in the R-L zone with the granting of a conditional use permit and under the provision of Compton Municipal Code Section 30-18. Compton Municipal Code Section 30-18 provides that a planned residential condominium development is permitted in the Medium Density or "R-M". In order to obtain a conditional use permit, three findings must be made: (1) that the proposed use shall be in compliance with this Chapter [Zoning], (2) that the proposed use will not be detrimental to the public welfare or the surrounding area, and (3) that the proposed use is substantially in conformance with the General Plan and compatible with the existing patterns of land use and development in the surrounding area.

On March 7, 2017, the City Council of the City of Compton conducted properly noticed public hearings related to a request by a developer to construct a 62-unit detached, planned residential condominium development at 2001 E. Rosecrans Avenue in the City of Compton.

The hearings related to the consideration of the following:

(1) The Planning Commission's recommendation to approve General Plan Amendment Case No. 2015-001 (PC Resolution No. 3974);
(2) The Planning Commission's recommendation to deny Change of Zone Case No. 2015-001 (PC Resolution No. 3975);
(3) The Planning Commission's denial of Mitigated Negative Declaration No. 938 (PC Resolution No. 3973);
(4) The Planning Commission's denial of Conditional Use Permit Case No. 2766 (PC Resolution No. 3973); and
(5) The Planning Commission's recommendation to approve the Vesting Tentative Tract Map No. 73337 (PC Resolution No. 3976).

The developer also requested that they be permitted to create a Vesting Tentative Tract Map. Pursuant to Chapter 28 (Land Subdivision) of the CMC and the California Subdivision Map Act, a developer must prepare a tentative tract map when a lot is being subdivided into five or more lots or units.

During the public hearings on March 7, 2017, the City Council heard and considered information presented pertaining to the General Plan Amendment, the Change of Zone and the Vesting Tentative Tract Map. After the hearings were closed and discussion amongst the City Council members, the matters were submitted to the City Council and votes were taken which demonstrated an intent to approve the land use actions required to permit the requested development to occur.

Resolution No. 24,531 was also adopted, with a title of "A Resolution of the City of Compton to Approve the Request to Adopt Mitigated Negative Declaration No. 938, Amendment Case No. 2015-001, Change of Zone Case No. 2015-001, and Vesting Tentative Tract Map No. 73337 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton

STATEMENT OF THE ISSUE

In order for the 62-unit detached, planned residential condominium development to occur, the City Council would need to: (1) approve the General Plan Amendment, (2) approve the Change of Zone, (3) adopt the Mitigated Negative Declaration, and (4) approve the Conditional Use Permit.

An administrative error occurred in the adoption of Resolution No. 24,351, which also affects Resolution No. 24,350. The proposed resolution, if adopted, will rescind those resolutions and adopt new resolutions as replacements.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

Staff recommends that the City Council approve General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001 and Vesting Tentative Tract Map No. 7337 – a request to develop a 62-unit detached, planned residential condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in the City of Compton, subject to the conditions of approval set forth in the resolution.

WENDELL E. JOHNSON, P.E.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,531 AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001 AND VESTING TENTATIVE TRACT MAP NO. 73337 – A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

WHEREAS, on March 7, 2017, the City Council of the City of Compton conducted properly noticed public hearings related to a request by a developer to construct a 62-unit detached, planned residential condominium development at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, the hearings related to the consideration of the following:

(1) The Planning Commission's recommendation to approve General Plan Amendment Case No. 2015-001 (PC Resolution No. 3974),
(2) The Planning Commission's recommendation to deny Change of Zone Case No. 2015-001 (PC Resolution No. 3975),
(3) The Planning Commission's denial of Mitigated Negative Declaration No. 938 (PC Resolution No. 3973),
(4) The Planning Commission's denial of Conditional Use Permit Case No. 2766 (PC Resolution No. 3973), and
(5) The Planning Commission's recommendation to approve the Vesting Tentative Tract Map No. 73337 (PC Resolution No. 3976); and

WHEREAS, the real property located at 2001 E. Rosecrans is situated in the Low Density Residential or "R-L" zone;

WHEREAS, a planned residential development is permitted in the R-L zone with the granting of a condition use permit and under the provision of CMC Section 30-18; and

WHEREAS, CMC Section 30-18 provides that a planned residential condominium development is permitted in the Medium Density or "R-M"; and

WHEREAS, in order to obtain a conditional use permit, three finding must be made: (1) that the proposed use shall be in compliance with this Chapter [Zoning], (2) that the proposed use will not be detrimental to the public welfare or the surrounding area, and (3) that the proposed use is substantially in conformance with the General

Plan and compatible with the existing patterns of land use and development in the surrounding area; and

WHEREAS, the project was also required to comply with the California Environmental Quality Act or "CEQA"; and

WHEREAS, as part of the environmental review process, and Initial Study and a Mitigated Negative Declaration were prepared for the project; and

WHEREAS, a mitigated negative declaration is document that describes the proposed project, presents findings related to environmental conditions and includes mitigation measure to be included in the project in order to avoid potentially significant effects of the project; and

WHEREAS, in order for the development to occur the City Council would need to (1) approve the General Plan Amendment, (2) approve the Change of Zone, (3) adopt the Mitigated Negative Declaration, and (4) approve the Conditional Use Permit; and

WHEREAS, the developer also requested that they be permitted to create a Vesting Tentative Tract Map; and

WHEREAS, under Chapter 28 (Land Subdivision) of the CMC and the California Subdivision Map Act, a developer must prepare a tentative tract map when a lot is being subdivided into five or more lots or units; and

WHEREAS, during the public hearings on March 7, 2017, the City Council heard and considered information presented pertaining to the General Plan Amendment, the Change of Zone and the Vesting Tentative Tract Map; and

WHEREAS, during the appeal hearings on the Mitigated Negative Declaration and Condition Use Permit, the City Council received testimony and reviewed documentary evidence; and

WHEREAS, after the hearings were closed and discussion amongst the City Council members, the matters were submitted to the City Council and votes were taken which demonstrated an intent to approve the land use actions required to permit the requested development to occur; and

WHEREAS, Resolution No. 24,530 was adopted, with a title of "A Resolution of the City of Compton Reversing the Planning Commission's Decision and Approving the Request to Adopt Mitigated Negative Declaration No. 938 and Approving Conditional Use Permit Case No. 2766 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, Resolution No. 24,531 was adopted, with a title of "A Resolution of the City of Compton to Approve the Request to Adopt Mitigated Negative Declaration No. 938, General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001, and Vesting Tentative Tract Map No. 73337 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, an administrative error occurred in the adoption of Resolution No. 24,351, which also affects Resolution No. 24,350, which has made it necessary to rescind those resolutions and adopt new resolutions as replacements.

NOW, THERFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES:

Section 1. That Resolution No. 24,531, adopted by the City Council on March 7, 2017, is hereby rescinded and replaced with this resolution.

Section 2. In regards to CMC Section 30-28.2, General Plan Amendment, the City Council finds:

a. That the proposed land use classification is substantially in conformance with the General Plan and compatible with existing patterns of zoning, land use and development in the surrounding area. The project will serve as a transition development from the heavily trafficked Rosecrans Avenue, eliminate blight and provide greater housing opportunities, and help encourage additional development in the area;
b. That the property is more suitable for the uses permitted in the proposed land use classification than those permitted in the existing land use classification. The change of zone from Low Density Residential (RL) to Medium Density Residential with a Planned Development Overlay (RM-D) zone is more suitable for the subject site in that the new land use designation *will be* consistent with existing land use patterns of development in that higher density; and
c. That the uses permitted in the proposed land use classification will not be detrimental to the surrounding area. The general plan amendment will allow for a slightly higher density and will serve as a transition development from the heavily trafficked Rosecrans Avenue, eliminate blight and provide greater housing opportunities, and help encourage additional development in the area.

Section 3. In regards to CMC Section 30-28.2, Change of Zone, the City Council finds:

a. That the proposed zone classification is substantially in conformance with the General Plan and compatible with existing patterns of zoning, land use and development in the surrounding area;

b. That the property is more suitable for the uses permitted in the proposed zone classification than those permitted in the existing land use classification; and
c. That the uses permitted in the proposed zone classification will not be detrimental to the surrounding area.

Section 4. In regards to the Subdivision Map Act, Subdivisions, the City Council finds:

a. That the proposed map is consistent with applicable general and specific plans;
b. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans;
c. That the site is physically suitable for the type of development. The proposed subdivision for condominium purposes is located on a site that is physically suitable for residential development and will serve as a transition development from the heavily trafficked Rosecrans Avenue, eliminate blight and provide greater housing opportunities, and help encourage additional development in the area;
d. That the site is physically suitable for the proposed density of development;
e. That the design of the subdivision will not cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements will not cause serious public health problems.
g. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Section 5. That General Plan Amendment No. 2015-001 - a request to amend the Land Use Policy Map of the General Plan from Low Density Residential (LDR) to Medium Density Residential (MDR), Change of Zone No. 2015-001 - a request to change the zone from Low Density Residential (RL) to Medium Density Residential with a Planned Development Overlay (RM-D) zone and Vesting Tentative Tract Map No. 73337 - a request to create a condominium map for the property located at 2001 E. Rosecrans Avenue, Compton, California **are approved** subject to the following conditions:

CONDITIONS OF APPROVAL:

Standard Conditions of Approval:

1. That the property shall be developed substantially in accordance with the approved site plan, floor plans, elevations, improvement plans and other documents for General Plan Amendment No. 2015-001, Zone Change No. 2015-001, Mitigated Negative Declaration No. 938, Conditional Use Permit Case No. 2766, and Vesting Tentative Tract Map No. 73337, unless otherwise modified by the Planning & Economic Development Department. Substantial

changes/modifications shall be referred back to Planning Commission for review and determination.

2. That construction and property development shall comply with all applicable Federal, State, County, Local Codes, including but not limited to the Compton Municipal Codes, Building Codes, Fire Codes, Housing Codes, Zoning Codes, etc.
3. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
4. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
5. That all building pad elevations shall be above the flood level per current LA County Flood Control District's requirements. Submit Hydrology/hydraulics analysis in compliance with L.A.C.F.C.D.'s requirements for review and approval by the City.
6. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System (NPDES, LID, SWPPP, SUSMP, etc.) requirements.
7. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
8. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, knox-box or key, on-site fire hydrants, fire escapes, fire alarms etc.
9. That all emergency and fire access points and fire lanes shall be maintained free of obstructions at all times.
10. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates, as approved by the Fire Department.
11. That the applicant, property manager/HOA, or other responsible party shall be required to implement graffiti removal within three (3) days of notification by the City.
12. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
13. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
14. That failure, at any time, to exercise this use (development of 62 condominiums) for 24 consecutive months subsequent to the date of approval shall render the Conditional Use Permit and Vesting Tentative Tract Map approvals automatically null and void without benefit of public hearing or notice of action, unless extended by the Planning Commission prior to the date of expiration.

Project Specific Conditions of Approval:

15. That prior to building permit issuance, a surety bond shall be posted with the City by the applicant and/or developer of the planned condominium development, in the amount as determined adequate by the Public Works Director and/or Fire Chief and/or Water Department Manager, for the purpose of assurance of maintenance of utilities, fire equipment, roadways and other portions of the development which impact the public health, safety and welfare. The bond must be maintained for the life of the planned condominium development. The cost of the bond shall be the responsibility of the applicant and/or developer until 75% of all units have been transferred to private ownership at which point the home owner's association shall become responsible for maintenance of said bond.
16. The Conditions, Covenants and Restrictions (CC&R's) must be reviewed and approved by the City of Compton Attorney's Office prior to Final Map approval and prior to recordation of CC&R's. The CC&R's must also incorporate language as mandated by Section 30-18.5(e) of the Compton Municipal Code.
17. The future Home Owner's Association (HOA) shall be under professional management.
18. Per Section 30-18.4 of the Compton Municipal Code, the following shall be site specific development standards for the project site:
    a. The minimum lot size shall be 214,863 square feet.
    b. The minimum lot width shall be 714'-6".
    c. The minimum lot depth shall be 300'-5".
    d. Yard designation shall be as follows:
        i. Frontage along Rosecrans Ave. shall be considered the Front of the development
        ii. Frontage along Thorson Ave. shall be considered a Side of the development;
        iii. Frontage along Pannes Ave. shall be considered a Side of the development; and
        iv. The northerly property line shall be considered the Rear of the development.
    e. The following will be the minimum building setbacks from property lines:
        i. Rosecrans Ave. - 12'-6";
        ii. Thorson Ave. – 9'-2";
        iii. Pannes Ave. – 7'-3"; and
        iv. Rear – 5'-0".
    f. The maximum density shall be 62 dwelling units.
    g. The minimum common open space shall be 51% of the subject site's net area.
    h. The minimum private open space shall be as follows:
        i. Plan 1: 375 square feet;
        ii. Plan 2: 463 square feet;
        iii. Plan 3: 431 square feet; and
        iv. Plan 4: 463 square feet.
    i. The minimum perimeter fence height shall be 8 feet high and constructed from masonry walls with a decorative cap and decorative columns every 30 feet (maximum separation between columns) and wrought iron gates.

exclusive of decorative treatments such as wall caps, light fixtures, arch elements, etc..

j. The minimum internal privacy fence height shall be 7 feet high and constructed from synthetic fencing material.
k. Each dwelling unit shall be provided with a 400 square foot minimum, attached 2-car garage.
l. A minimum of 18 surface, guest parking stalls shall be provided.
m. Each dwelling unit shall be provided a minimum of 200 cubic feet of private storage within the interior of the dwelling unit.
n. That the following amenities shall be provided for the life of this development:
    i. A 2-story, community club house with an area of 1,110 square feet minimum, which provides the following: a kitchen, bathroom, elevator, exercise room, entertaining/meeting area;
    ii. Half basketball court;
    iii. Tot lot with multiple play equipment;
    iv. BBQ facility with a minimum of 3 sets of picnic tables and benches and 2 large grills.
o. The developer and/or Home Owner Association (HOA) shall be responsible for landscaping, irrigating and maintaining all common landscape areas within the development and all site adjacent City parkways.
p. The minimum size of replacement parkway trees shall be 24-in box trees of the same tree species.
q. Recreational vehicle parking shall be prohibited within the planned condominium development.
r. Additions to units shall be prohibited except for the optional patio covers and 2-story decks/balconies as shown on the Planning Commission approved plans.

19. That precise plans and details for the following items shall be subject to design review and must be approved by the Planning & Economic Development Department (PEDD) prior to Building & Safety plan-check:
    a. Landscape and irrigation plans;
    b. Playground,/ball court;
    c. Tot lot and multiple play equipment;
    d. BBQ area;
    e. Exercise room; and
    f. Gate call box
20. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
21. That the applicant and/or developer shall incorporate sound attenuating building materials to all residential units (i.e. sound dampening insulation, all windows shall be fitted with acoustic-rated window assemblies having a sound transmission class (STC) rating of not less than 35, solid-core exterior doors that are well sealed with weather-stripping, etc.).

22. All units shall be equipped with forced air ventilation, heating and cooling so that windows may remain closed to reduce exterior noise levels within the units.
23. That the applicant and/or developer shall install roll-up garage door with remote openers.
24. That the applicant and/or developer shall install remote operated, automatic vehicle gate and that a guest/delivery call box on the landscape planter located outside the main entry gate.
25. All dwelling units shall be prewired for both internet and satellite/cable television.
26. That it is the developer's and/or HOA's responsibility to maintain all common area lighting in good working order at all times.
27. It shall be the responsibility of the applicant and/or developer to contact and inform the Metropolitan Transportation Authority (MTA), at least 30 days prior to commencement of grading/construction activities, of any potential impacts to MTA buses operating along Rosecrans Ave.
28. Per County Sanitation Districts of Los Angeles, the applicant and/or developer shall be responsible to pay a connection fee before a permit to connect to the sewer is obtained.

Vesting Tentative Tract Map No. 73337 Conditions of Approval:

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That any required CC&R's for the subject subdivision shall be subject to review and approval by the City Attorney prior to approval of the Final Map.
4. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
5. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Rosecrans, Pannes or Thorson Avenue, as required and directed by the Public Works Director.
6. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of Final Map.
7. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.
8. That a plan for providing water service to the subdivision, including all necessary easements and meter locations, shall be submitted to and approved by the Public Works and Water Departments prior to submission of the Final Map. Water lines, including any required upgrades shall be built to City standards.
9. That a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the

City Engineer and that the sewer lines, including upgrades shall be built to City standards.

10. Elevations of all bldg pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
11. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
12. That a plan for internal (common area) street lighting shall be submitted to and approved by the Building and Public Works Departments prior to approval of the Final Map by the City Engineer. The lighting plan shall include provisions for maintenance and payment of lighting fees shall be included in the projects CC&R's.
13. That prior to Final Map approval, the final site and circulation plan must be reviewed and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.
14. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments
15. That Vesting Tentative Parcel Map No. 73337 shall expire 24 months after Planning Commission approval except as provided under the provisions of California Government Code Section 66452.6. The subdivision proposed by Vesting Tentative Parcel Map No.72667 shall not be effective until such time that a final map is recorded.
16. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.
17. That the Final Map shall be approved by City Council and recorded prior to issuance of a Building permits.
18. That a copy of the Final Map and copies of all improvement plans shall be submitted to the Planning Department and Public Works Department for inclusion in project files prior to approval of the Final Map by the City Engineer.

Section 6. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney and the Planning and Economic Development Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

September 18, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: WENDELL E. JOHNSON, P.E.
DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,530 AND ADOPTING A RESOLUTION TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND APPROVE CONDITIONAL USE PERMIT CASE NO. 2766 - A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN COMPTON

SUMMARY

The City Council will consider a resolution rescinding Resolution No. 24,530 and adopting a resolution to approve the request to adopt a Mitigated Negative Declaration No. 938 and approve Conditional Use Permit Case No. 2766 relating to a request to develop a 62-unit detached, planned residential condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in Compton.

BACKGROUND

The real property located at 2001 E. Rosecrans is situated in the Low Density Residential or “R-L” zone. A planned residential development is permitted in the R-L zone with the granting of a conditional use permit and under the provision of Compton Municipal Code Section 30-18. Compton Municipal Code Section 30-18 provides that a planned residential condominium development is permitted in the Medium Density or “R-M”.

On March 7, 2017, the City Council of the City of Compton conducted properly noticed public hearings related to a request by a developer to construct a 62-unit detached, planned residential condominium development at 2001 E. Rosecrans Avenue in the City of Compton.

The hearings related to the consideration of the following:

(1) The Planning Commission’s recommendation to approve General Plan Amendment Case No. 2015-001 (PC Resolution No. 3974);
(2) The Planning Commission’s recommendation to deny Change of Zone Case No. 2015-001 (PC Resolution No. 3975);
(3) The Planning Commission’s denial of Mitigated Negative Declaration No. 938

(PC Resolution No. 3973);
(4) The Planning Commission's denial of Conditional Use Permit Case No. 2766 (PC Resolution No. 3973); and
(5) The Planning Commission's recommendation to approve the Vesting Tentative Tract Map No. 73337 (PC Resolution No. 3976).

During the public hearings on March 7, 2017, the City Council heard and considered information presented pertaining to the General Plan Amendment, the Change of Zone and the Vesting Tentative Tract Map. During the appeal hearings on the Mitigated Negative Declaration and Conditional Use Permit, the City Council received testimony and reviewed documentary evidence. After the hearings were closed and discussion amongst the City Council members, the matters were submitted to the City Council and votes were taken which demonstrated an intent to approve the land use actions required to permit the requested development to occur.

Resolution No. 24,530 was adopted, with a title of "A Resolution of the City of Compton Reversing the Planning Commission's Decision and Approving the Request to Adopt Mitigated Negative Declaration No. 938 and Approving Conditional Use Permit Case No. 2766 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton.

Resolution No. 24,531 was also adopted, with a title of "A Resolution of the City of Compton to Approve the Request to Adopt Mitigated Negative Declaration No. 938, General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001, and Vesting Tentative Tract Map No. 73337 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton.

The project was also required to comply with the California Environmental Quality Act or "CEQA." As part of the environmental review process, and Initial Study and a Mitigated Negative Declaration were prepared for the project. A mitigated negative declaration is a document that describes the proposed project, presents findings related to environmental conditions and includes mitigation measure to be included in the project in order to avoid potentially significant effects of the project.

STATEMENT OF THE ISSUE

In order for the 62-unit detached, planned residential condominium development to occur, the City Council would need to: (1) approve the General Plan Amendment, (2) approve the Change of Zone, (3) adopt the Mitigated Negative Declaration, and (4) approve the Conditional Use Permit.

An administrative error occurred in the adoption of Resolution No. 24,351, which also affects Resolution No. 24,350. The proposed resolution, if adopted, will rescind those resolutions and adopt new resolutions as replacements.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

Staff recommends that City Council adopt a Mitigated Negative Declaration No. 938 and approve Conditional Use Permit Case No. 2766 relating to a request to develop a 62-unit detached, planned residential condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in Compton, subject to the conditions set forth in the attached resolution.

WENDELL E. JOHNSON, P.E.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,530 AND ADOPTING A RESOLUTION TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND APPROVE CONDITIONAL USE PERMIT CASE NO. 2766 - A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN COMPTON

WHEREAS, on March 7, 2017, the City Council of the City of Compton conducted properly noticed public hearings related to a request by a developer to construct a 62-unit detached, planned residential condominium development at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, the hearings related to the consideration of the following:

(1) The Planning Commission's recommendation to approve General Plan Amendment Case No. 2015-001 (PC Resolution No. 3974),
(2) The Planning Commission's recommendation to deny Change of Zone Case No. 2015-001 (PC Resolution No. 3975),
(3) The Planning Commission's denial of Mitigated Negative Declaration No. 938 (PC Resolution No. 3973),
(4) The Planning Commission's denial of Conditional Use Permit Case No. 2766 (PC Resolution No. 3973), and
(5) The Planning Commission's recommendation to approve the Vesting Tentative Tract Map No. 73337 (PC Resolution No. 3976); and

WHEREAS, the real property located at 2001 E. Rosecrans is situated in the Low Density Residential or "R-L" zone;

WHEREAS, a planned residential development is permitted in the R-L zone with the granting of a conditional use permit and under the provision of CMC Section 30-18; and

WHEREAS, CMC Section 30-18 provides that a planned residential condominium development is permitted in the Medium Density or "R-M"; and

WHEREAS, in order to obtain a conditional use permit, three finding must be made: (1) that the proposed use shall be in compliance with this Chapter [Zoning], (2) that the proposed use will not be detrimental to the public welfare or the surrounding area, and (3) that the proposed use is substantially in conformance with the General Plan and compatible with the existing patterns of land use and development in the surrounding area; and

WHEREAS, the project was also required to comply with the California Environmental Quality Act or "CEQA"; and

WHEREAS, as part of the environmental review process, and Initial Study and a Mitigated Negative Declaration were prepared for the project; and

WHEREAS, a mitigated negative declaration is document that describes the proposed project, presents findings related to environmental conditions and includes mitigation measure to be included in the project in order to avoid potentially significant effects of the project; and

WHEREAS, in order for the development to occur the City Council would need to (1) approve the General Plan Amendment, (2) approve the Change of Zone, (3) adopt the Mitigated Negative Declaration, and (4) approve the Conditional Use Permit; and

WHEREAS, the developer also requested that they be permitted to create a Vesting Tentative Tract Map; and

WHEREAS, under Chapter 28 (Land Subdivision) of the CMC and the California Subdivision Map Act, a developer must prepare a tentative tract map when a lot is being subdivided into five or more lots or units; and

WHEREAS, during the public hearings on March 7, 2017, the City Council heard and considered information presented pertaining to the General Plan Amendment, the Change of Zone and the Vesting Tentative Tract Map; and

WHEREAS, during the appeal hearings on the Mitigated Negative Declaration and Conditional Use Permit, the City Council received testimony and reviewed documentary evidence; and

WHEREAS, after the hearings were closed and discussion amongst the City Council members, the matters were submitted to the City Council and votes were taken which demonstrated an intent to approve the land use actions required to permit the requested development to occur; and

WHEREAS, Resolution No. 24,530 was adopted, with a title of "A Resolution of the City of Compton Reversing the Planning Commission's Decision and Approving the Request to Adopt Mitigated Negative Declaration No. 938 and Approving Conditional Use Permit Case No. 2766 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, Resolution No. 24,531 was adopted, with a title of "A Resolution of the City of Compton to Approve the Request to Adopt Mitigated Negative Declaration No. 938, General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001, and Vesting Tentative Tract Map No. 73337 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, an administrative error occurred in the adoption of Resolution No. 24,351, which also affects Resolution No. 24,350, which has made it necessary to rescind those resolutions and adopt new resolutions as replacements.

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

Section 1. That Resolution No. 24,530, adopted by the City Council on March 7, 2017, is hereby rescinded and replaced with this resolution.

Section 2. The City Council finds that the proposed development will not have a significant effect on the environment as indicated in the Initial Study and Mitigated Negative Declaration prepared for this project.

Section 3. In regards to CMC Section 30-26-3, Conditional Use Permits, the City Council further finds:

a. The proposed use shall be in compliance with the City's Zoning Chapter ;
b. The proposed use will not be detrimental to the public welfare or the surrounding area; and
c. That the proposed use is substantially in conformance with the General Plan and compatible with the existing patterns of land use and development in the surrounding area.

Section 4. Based on the aforementioned findings, the City Council hereby reverses the decisions of the Planning Commission and adopts Mitigated Negative Declaration No. 938 and approves Conditional Use Permit Case No. 2766 to develop a 62-

unit detached, planned condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in the City of Compton, subject to the following conditions:

CONDITIONS OF APPROVAL:

Environmental (Mitigation Measures) Conditions of approval:

1. To ensure the Project Site is maintained in an acceptable manner, all construction equipment, debris, and stockpiled equipment would be enclosed within a fenced or visually screened area to effectively block the line of sight from ground level of neighboring properties. Such barricades or enclosures shall be maintained in appearance throughout the construction period. Graffiti would be removed immediately upon discovery. (AES-1)
2. All exterior building lighting, security lighting and parking area lighting shall be designed and located as to avoid intrusive effects on adjacent properties. Low-intensity street lighting and low-intensity exterior lighting shall be used throughout the development to the extent feasible, subject to approval by the City of Compton. Lighting fixtures shall use shielding to prevent spillover lighting on adjacent off-site uses. (AES-2)
3. SCAQMD Rule 403 - Fugitive Dust. Specific Rule 403 control requirements include, but are not limited to the following practices:
   - All unpaved demolition and construction areas will be wetted at least three times daily during excavation and construction and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District 403. Wetting could reduce fugitive dust by as much as 61 percent.
   - The construction area shall be kept sufficiently dampened to control dust caused by grading and hauling, ad at all times provide reasonable control of dust caused by wind.
   - All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e. greater than 15 mph), so as to prevent excessive amounts of dust.
   - All dirt/soil loads shall be secured by trimming watering or other appropriate means to prevent spillage and dust.
   - All dirt/soil materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
   - General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
   - Trucks having no current hauling activity shall not idle but be turned off. (AQ- 1)
4. The Proposed Project would comply with SCAQMD Rule 402 (Nuisance), and SCAQMD Best Available Control Technology Guidelines to limit potential objectionable odor impacts during the Proposed Project's long-term operations phase. (AQ-2)
5. The design and construction of the project shall conform to the Uniform Building Code seismic standards as approved by the Department of Building and Safety of the City of Compton. (GEO-1)
6. The Project shall comply with the conditions contained within the Geotechnical Investigation for the Proposed Project, as it may be subsequently amended or modified by the Department of Building and Safety of the City of Compton. (GEO-2)
7. Prior to the issuance of grading or building permits for the Proposed Project, a Notice of Intent to comply with the Construction General Permit to the State of California Regional Water Quality Control Board shall be prepared and submitted. A copy of the Notice of Intent acknowledgement from the State of California Regional Water Quality Board must be submitted to the City of Compton. (HWQ-1)
8. Prior to the commencement of project construction, a Stormwater Pollution Prevention Plan per requirements of the National Pollutant Discharge Elimination System Construction General Permit shall be prepared and submitted to the City of Compton for review and approval. A copy of the Storm Water Pollution Prevention Plan shall be available at the construction site and shall be implemented at all times on the construction site. The Storm Water Pollution Prevention Plan shall outline the source control and/or treatment control Best Management Practices to avoid or

mitigate runoff pollutants at the construction site to the maximum extent practicable. (HWQ-2)

9. The Project Applicant shall comply with post-construction Best Management Practices requirements as detailed in the Los Angeles County Standard Urban Stormwater Mitigation Plan. (HWQ-3)
10. Construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices to the extent feasible. (NOISE-1)
11. Noise and ground borne vibration construction activities whose specific location on the site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses, and natural and/or manmade barriers (e.g., intervening construction trailers) shall be used to screen propagation of noise from such activities towards these land uses to the maximum extent possible. (NOISE-2)
12. Barriers such as, but not limited to, plywood structures or flexible sound control curtains extending eight feet in height shall be erected around the perimeter of active construction areas wherever feasible and physically possible to minimize the amount of noise during construction on the nearby noise-sensitive uses. (NOISE-3)
13. A construction site notice shall be provided that includes the job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public. (NOISE-4)
14. Prior to the issuance of building permits for the proposed project, the final site plan, elevations, building floor plans, and site circulation shall be reviewed and approved by the City's Fire Department to ensure conformity with their fire prevention and operational requirements. (PS-1)
15. Prior to the issuance of building permits for the proposed project, the Project Applicant shall provide verification that the project meets all fire flow requirements determined by the Fire Department. (PS-2)
16. The final site plan, elevations, building floor plans, and site circulation shall be reviewed and approved by the Los Angeles County Sheriff's Department to ensure it conforms to their operation requirements. Security features recommended by the Sheriff's Department shall be incorporated into the Proposed Project. (PS-3)
17. All individual buildings on-site shall have their respective street number ranges and/or letters prominently displayed in a manner that facilitates emergency vehicles. (PS-4)
18. The following solid waste reduction efforts shall be implemented to the satisfaction of the Compton Municipal Utilities Department.
    - (*Operational*) Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material. These bins shall be emptied and recycled accordingly as a part of the project's regular solid waste disposal program.
    - (*Construction*) Prior to the issuance of any construction permit, the Applicant shall provide a copy of the receipt or contract from a waste disposal company providing services to the project, specifying recycled waste service(s), to the satisfaction of the Department of Building and Safety. The construction contractor(s) shall only contract for waste disposal services with a company that recycles construction-related wastes.
    - (*Construction*) To facilitate on-site separation and recycling of construction-related wastes, the contractor(s) shall provide temporary waste separation bins on- site during construction. These bins shall be emptied and the contents recycled accordingly as a part of the project's regular solid waste disposal program. (UTIL-1)

Standard Conditions of Approval:

19. That the property shall be developed substantially in accordance with the approved site plan, floor plans, elevations, improvement plans and other documents for General Plan Amendment No. 2015-001, Zone Change No. 2015-001, Mitigated Negative Declaration No. 938, Conditional Use Permit Case No. 2766, and Vesting

Tentative Tract Map No. 73337, unless otherwise modified by the Planning & Economic Development Department. Substantial changes/modifications shall be referred back to Planning Commission for review and determination.

20. That construction and property development shall comply with all applicable Federal, State, County, Local Codes, including but not limited to the Compton Municipal Codes, Building Codes, Fire Codes, Housing Codes, Zoning Codes, etc.
21. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
22. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
23. That all building pad elevations shall be above the flood level per current LA County Flood Control District's requirements. Submit Hydrology/hydraulics analysis in compliance with L.A.C.F.C.D.'s requirements for review and approval by the City.
24. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System (NPDES, LID, SWPPP, SUSMP, etc.) requirements.
25. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
26. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, knox-box or key, on-site fire hydrants, fire escapes, fire alarms etc.
27. That all emergency and fire access points and fire lanes shall be maintained free of obstructions at all times.
28. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates, as approved by the Fire Department.
29. That the applicant, property manager/HOA, or other responsible party shall be required to implement graffiti removal within three (3) days of notification by the City.
30. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
31. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
32. That failure, at any time, to exercise this use (development of 62 condominiums) for 24 consecutive months subsequent to the date of approval shall render the Conditional Use Permit and Vesting Tentative Tract Map approvals automatically null and void without benefit of public hearing or notice of action, unless extended by the Planning Commission prior to the date of expiration.

Project Specific Conditions of Approval:

33. That prior to building permit issuance, a surety bond shall be posted with the City by the applicant and/or developer of the planned condominium development, in the amount as determined adequate by the Public Works Director and/or Fire Chief and/or Water Department Manager, for the purpose of assurance of maintenance of utilities, fire equipment, roadways and other portions of the development which impact the public health, safety and welfare. The bond must be maintained for the life of the planned condominium development. The cost of the bond shall be the responsibility of the applicant and/or developer until 75% of all units have been transferred to private ownership at which point the home owner's association shall become responsible for maintenance of said bond.
34. The Conditions, Covenants and Restrictions (CC&R's) must be reviewed and approved by the City of Compton Attorney's Office prior to Final Map approval and prior to recordation of CC&R's. The CC&R's must also incorporate language as mandated by Section 30-18.5(e) of the Compton Municipal Code.
35. The future Home Owner's Association (HOA) shall be under professional management.
36. Per Section 30-18.4 of the Compton Municipal Code, the following shall be site specific development standards for the project site:
    a. The minimum lot size shall be 214,863 square feet.

b. The minimum lot width shall be 714'-6".
c. The minimum lot depth shall be 300'-5".
d. Yard designation shall be as follows:
    i. Frontage along Rosecrans Ave. shall be considered the Front of the development
    ii. Frontage along Thorson Ave. shall be considered a Side of the development;
    iii. Frontage along Pannes Ave. shall be considered a Side of the development; and
    iv. The northerly property line shall be considered the Rear of the development.
e. The following will be the minimum building setbacks from property lines:
    i. Rosecrans Ave. - 12'-6";
    ii. Thorson Ave. – 9'-2";
    iii. Pannes Ave. – 7'-3"; and
    iv. Rear – 5'-0".
f. The maximum density shall be 62 dwelling units.
g. The minimum common open space shall be 51% of the subject site's net area.
h. The minimum private open space shall be as follows:
    i. Plan 1: 375 square feet;
    ii. Plan 2: 463 square feet;
    iii. Plan 3: 431 square feet; and
    iv. Plan 4: 463 square feet.
i. The minimum perimeter fence height shall be 8 feet high and constructed from masonry walls with a decorative cap and decorative columns every 30 feet (maximum separation between columns) and wrought iron gates, exclusive of decorative treatments such as wall caps, light fixtures, arch elements, etc...
j. The minimum internal privacy fence height shall be 7 feet high and constructed from synthetic fencing material.
k. Each dwelling unit shall be provided with a 400 square foot minimum, attached 2-car garage.
l. A minimum of 18 surface, guest parking stalls shall be provided.
m. Each dwelling unit shall be provided a minimum of 200 cubic feet of private storage within the interior of the dwelling unit.
n. That the following amenities shall be provided for the life of this development:
    i. A 2-story, community club house with an area of 1,110 square feet minimum, which provides the following: a kitchen, bathroom, elevator, exercise room, entertaining/meeting area;
    ii. Half basketball court;
    iii. Tot lot with multiple play equipment;
    iv. BBQ facility with a minimum of 3 sets of picnic tables and benches and 2 large grills.
o. The developer and/or Home Owner Association (HOA) shall be responsible for landscaping, irrigating and maintaining all common landscape areas within the development and all site adjacent City parkways.
p. The minimum size of replacement parkway trees shall be 24-in box trees of the same tree species.
q. Recreational vehicle parking shall be prohibited within the planned condominium development.
r. Additions to units shall be prohibited except for the optional patio covers and 2-story decks/balconies as shown on the Planning Commission approved plans.

37. That precise plans and details for the following items shall be subject to design review and must be approved by the Planning & Economic Development Department (PEDD) prior to Building & Safety plan-check:
    a. Landscape and irrigation plans;
    b. Playground,/ball court;
    c. Tot lot and multiple play equipment;
    d. BBQ area;
    e. Exercise room; and

f. Gate call box

38. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
39. That the applicant and/or developer shall incorporate sound attenuating building materials to all residential units (i.e. sound dampening insulation, all windows shall be fitted with acoustic-rated window assemblies having a sound transmission class (STC) rating of not less than 35, solid-core exterior doors that are well sealed with weather-stripping, etc.).
40. All units shall be equipped with forced air ventilation, heating and cooling so that windows may remain closed to reduce exterior noise levels within the units.
41. That the applicant and/or developer shall install roll-up garage door with remote openers.
42. That the applicant and/or developer shall install remote operated, automatic vehicle gate and that a guest/delivery call box on the landscape planter located outside the main entry gate.
43. All dwelling units shall be prewired for both internet and satellite/cable television.
44. That it is the developer's and/or HOA's responsibility to maintain all common area lighting in good working order at all times.
45. It shall be the responsibility of the applicant and/or developer to contact and inform the Metropolitan Transportation Authority (MTA), at least 30 days prior to commencement of grading/construction activities, of any potential impacts to MTA buses operating along Rosecrans Ave.
46. Per County Sanitation Districts of Los Angeles, the applicant and/or developer shall be responsible to pay a connection fee before a permit to connect to the sewer is obtained.

Section 5. That a copy of this Resolution shall be mailed to the Applicant/Appellant and filed with the offices of the City Clerk, City Manager, City Attorney, Planning and Economic Development Department, and the Building and Safety Department.

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

September 18, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL TRACT MAP NO. 73337 FOR THE PROPERTY LOCATED AT 2001 EAST ROSECRANS AVENUE

SUMMARY

The City Council will consider a resolution approving Final Tract Map No. 73337 for the property located at 2001 East Rosecrans Avenue, Compton.

BACKGROUND

The Subdivision Map Act ("the Act") of the State of California governs the subdivision of land for the purpose of sale, leasing, or financing. Subdivision regulations and review procedures for division of property into five or more lots requires a tract map. The Act authorizes local governmental agencies to regulate and control the design and development of subdivisions. Chapter 28 of the Compton Municipal Code contains the City's regulations regarding the subdivision of land pursuant to the Act. The Act authorizes and regulates the creation of condominium projects. Condominium projects are further regulated under the Common Interest Development Act. Legally marketable condominiums are created by (1) recording a final map or parcel map "for condominium purposes" pursuant to the Act, and (2) recording a condominium plan.

On March 7, 2017, the City Council adopted Resolution No. 24,531, "A Resolution of the City Council of the City of Compton Approving Mitigated Negative Declaration No. 938, General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001, and Vesting Tentative Tract Map No. 73337 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton." The City's approval of Vesting Tentative Tract Map No. 73337, in Resolution No. 24,531 set forth conditions of approval as follows:

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.

2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.

3. That any required CC&R's for the subject subdivision shall be subject to review and approval by the City Attorney prior to approval of the Final Map.

4. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).

5. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Rosecrans, Pannes or Thorson Avenue, as required and directed by the Public Works Director.

6. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of Final Map.

7. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.

8. That a plan for providing water service to the subdivision, including all necessary easements and meter locations, shall be submitted to and approved by the Public Works and Water Departments prior to submission of the Final Map. Water lines, including any required upgrades shall be built to City standards.

9. That a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that the sewer lines, including upgrades shall be built to City standards.

10. Elevations of all bldg pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.

11. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.

12. That a plan for internal (common area) street lighting shall be submitted to and approved by the Building and Public Works Departments prior to approval of the Final Map by the City Engineer. The lighting plan shall include provisions for maintenance and payment of lighting fees shall be included in the projects CC&R's.

13. That prior to Final Map approval, the final site and circulation plan must be reviewed and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.

14. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments.

15. That Vesting Tentative Parcel Map No. 73337 shall expire 24 months after Planning Commission approval except as provided under the provisions of California Government Code Section 66452.6. The subdivision proposed by Vesting Tentative Parcel Map No.72667 shall not be effective until such time that a final map is recorded.

16. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.

17. That the Final Map shall be approved by City Council and recorded prior to issuance of a Building permits.

18. That a copy of the Final Map and copies of all improvement plans shall be submitted to the Planning Department and Public Works Department for inclusion in project files prior to approval of the Final Map by the City Engineer.

STATEMENT OF THE ISSUE

The property owner/applicant has met the following conditions of the Act, the applicable provisions of Chapter 28 of the Compton Municipal Code and the conditions as set forth in Resolution No. 24,531:

1. That the City Attorney reviewed and approved the CC&Rs submitted by the developer.

2. That the applicant prepared grading, drainage and hydrology plans, submitted to the Public Works department, received approval by the City Engineer.

3. That the applicant prepared a plan for providing water service to the subdivision, submitted to the Public Works Department and the Compton Municipal Water Department for approval and received approval on the water service plans.

4. That a plan for internal (common area) street lighting was submitted by the applicant and approved by the Building and Public Works Departments prior to approval of the Final Map by the City Engineer. The lighting plan includes provisions for maintenance and payment of lighting fees in the CC&R's.

5. That the final site and circulation plan was reviewed and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.

6. That preparation and recordation of the Final Map meets all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.

7. That a copy of the Final Map and copies of all improvement plans were submitted to the Planning Department and Public Works Department for inclusion in project files.

The following conditions of approval from Resolution No. 24,531 were not required to be satisfied prior to the approval of the Final Map and/or recordation and remain obligations on the applicant: 1, 2, 4, 5, 7, 9, 10, 11, 14, 15 and 17. The Public Works Director/City Engineer and Water Department staff have reviewed the plans and find that they comply with and satisfy the conditions set forth in Resolution No. 24,531. Under the Act, it is now appropriate to approve the Final Tract Map, which is to be prepared and filed with the Recorder of Los Angeles County by March 7, 2019, according to Resolution No. 24,531.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

Staff recommends to the City Council approval of Final Tract Map No. 73337.

WENDELL E. JOHNSON, P.E.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL TRACT MAP NO. 73337 FOR THE PROPERTY LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

WHEREAS, on March 7, 2017, the City Council of the City of Compton (the "City"), adopted Resolution No. 24,531; and

WHEREAS, Resolution No. 24,351 was titled "A Resolution of the City of Compton to Approve the Request to Adopt Mitigated Negative Declaration No. 938, General Plan Amendment Case No. 2015-001, Change of Zone Case No. 2015-001, and Vesting Tentative Tract Map No. 73337 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, prior to the adoption of Resolution No. 24,531, properly noticed public hearings were conducted related to the consideration of the following:

(1) The Planning Commission's recommendation to approve General Plan Amendment Case No. 2015-001 (PC Resolution No. 3974),
(2) The Planning Commission's recommendation to deny Change of Zone Case No. 2015-001 (PC Resolution No. 3975),
(3) The Planning Commission's denial of Mitigated Negative Declaration No. 938 (PC Resolution No. 3973),
(4) The Planning Commission's denial of Conditional Use Permit Case No. 2766 (PC Resolution No. 3973), and
(5) The Planning Commission's recommendation to approve the Vesting Tentative Tract Map No. 73337 (PC Resolution No. 3976); and

WHEREAS, in order for the development to occur the City Council would need to (1) approve the General Plan Amendment, (2) approve the Change of Zone, (3) adopt the Mitigated Negative Declaration, and (4) approve the Conditional Use Permit; and

WHEREAS, the developer also requested that they be permitted to create a Vesting Tentative Tract Map; and

WHEREAS, during the public hearings on March 7, 2017, the City Council heard and considered information presented pertaining to the General Plan Amendment, the Change of Zone and the Vesting Tentative Tract Map; and

WHEREAS, during the appeal hearings on the Mitigated Negative Declaration and the Condition Use Permit, the City Council received testimony and reviewed documentary evidence; and

WHEREAS, after the hearings were closed and discussion amongst the City Council members, the matters were submitted to the City Council and votes were taken which demonstrated an intent to approve the land use actions required to permit the requested development to occur; and

WHEREAS, Resolution No. 24,530 was adopted, with a title of "A Resolution of the City of Compton Reversing the Planning Commission's Decision and Approving the Request to Adopt Mitigated Negative Declaration No. 938 and Approving Conditional Use Permit Case No. 2766 – A Request by Harridge Development Group, LLC (Applicant) to Develop a 62-Unit Detached, Planned Residential Condominium Development on a 4.9 Acre Lot Located at 2001 E. Rosecrans Avenue in the City of Compton; and

WHEREAS, an administrative error occurred in the adoption of Resolution No. 24,351, which also affects Resolution No. 24,350, which has made it necessary to rescind those resolutions and adopt replacement resolution; and

WHEREAS, the replacement resolutions are to be considered and adopted by the City Council prior to the consideration of this resolution regarding the approval of Final Tract Map No. 73337; and

WHEREAS, the Vesting Tentative Tract Map No. 73337 was approved subject to the following conditions:

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That any required CC&R's for the subject subdivision shall be subject to review and approval by the City Attorney prior to approval of the Final Map.
4. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
5. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Rosecrans, Pannes or Thorson Avenue, as required and directed by the Public Works Director.
6. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of Final Map.
7. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.
8. That a plan for providing water service to the subdivision, including all necessary easements and meter locations, shall be submitted to and approved by the Public Works and Water Departments prior to submission of the Final Map. Water lines, including any required upgrades shall be built to City standards.
9. That a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that the sewer lines, including upgrades shall be built to City standards.
10. Elevations of all bldg pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
11. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
12. That a plan for internal (common area) street lighting shall be submitted to and approved by the Building and Public Works Departments prior to approval of the Final Map by the City Engineer. The lighting plan shall include provisions for maintenance and payment of lighting fees shall be included in the projects CC&R's.
13. That prior to Final Map approval, the final site and circulation plan must be reviewed and approved by the City of Compton Fire Department to ensure

14. the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.
15. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments
16. That Vesting Tentative Parcel Map No. 73337 shall expire 24 months after Planning Commission approval except as provided under the provisions of California Government Code Section 66452.6. The subdivision proposed by Vesting Tentative Parcel Map No.72667 shall not be effective until such time that a final map is recorded.
17. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.
18. That the Final Map shall be approved by City Council and recorded prior to issuance of a Building permits.
19. That a copy of the Final Map and copies of all improvement plans shall be submitted to the Planning Department and Public Works Department for inclusion in project files prior to approval of the Final Map by the City Engineer; and

WHEREAS, prior to approval of the Final Tract Map, conditions 3, 6, 8, 12, 13, 16 and 18 are to satisfied; and

WHEREAS, the City Attorney reviewed and approved the CC&Rs submitted by the developer; and

WHEREAS, grading, drainage and hydrology plans were required by the Public Works department; and

WHEREAS, the grading, drainage and hydrology plans were prepared by the applicant and submitted to the Public Works departments for approval; and

WHEREAS, the Director of the Public Works Department/City Engineer has approved the grading, drainage and hydrology plans; and

WHEREAS*,* the plan for providing water service to the subdivision, including all necessary easements and water meter location, was prepared by the applicant and submitted to the Public Works Department and the Compton Municipal Water Department for approval; and

WHEREAS, the Public Works Department and the Compton Municipal Water Department have reviewed and approved the water service plans; and

WHEREAS, a plan for internal (common area) street lighting was submitted to the Building and Public Works Departments, which included provisions for maintenance and payment of lighting fees shall be included in the projects CC&R's; and

WHEREAS, the Building and Safety Department and Public Works Department have approved the plan for street lighting; and

WHEREAS, the final site and circulation plan were submitted for review by the City of Compton Fire Department; and

WHEREAS, the Fire Department reviewed and approved the final site and circulation plan to ensure the development conforms to the following but not limited to: fire hydrants, fire lanes, development access points, etcetera; and

WHEREAS, the preparation and recordation of Final Tract Map No. 73337 meets all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code; and

WHEREAS, a copy of Final Tract Map No. 73337 and copies of all improvement plans were submitted to the Planning Department and Public Works Department for inclusion in project files prior to approval of the Final Map by the City Engineer; and

WHEREAS, the Final Tract Map shall be filed with the Recorder of Los Angeles County by March 7, 2019.

NOW, THERFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That since Vesting Tentative Tract Map No. 73337, conditions of approval numbers 3, 6, 8, 12, 13, 16 and 18 have been satisfied, the City Council hereby adopts this resolution approving Final Tract Map No. 73337 in order to develop a 62-unit detached, planned residential condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in the City of Compton, subject to the remaining conditions of approval:

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. SATISFIED
4. That each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).
5. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Rosecrans, Pannes or Thorson Avenue, as required and directed by the Public Works Director.
6. SATISFIED
7. That all utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground.
8. SATISFIED
9. That a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that the sewer lines, including upgrades shall be built to City standards.
10. Elevations of all bldg pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
11. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
12. SATISFIED
13. SATISFIED.
14. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments

15. That Vesting Tentative Parcel Map No. 73337 shall expire 24 months after Planning Commission approval except as provided under the provisions of California Government Code Section 66452.6. The subdivision proposed by Vesting Tentative Parcel Map No.72667 shall not be effective until such time that a final map is recorded.
16. SATISFIED
17. That the Final Map shall be approved by City Council and recorded prior to issuance of a Building permits.
18. SATISFIED

Section 2. That the Director of the Public Works Department has determined that all conditions of approval that were required to be met prior to approval of the Final Tract Map by the City Engineer, were in fact satisfied.

Section 3. That the City Engineer has reviewed and approved Final Tract Map No. 73337.

Section 4. That a copy of this resolution shall be filed in the offices of the City Clerk, the City Manager, the Community Development Department, the Planning and Economic Development Department, the Building & Safety Department and the Public Works Department.

Section 5. That a copy of this Resolution shall be recorded with the Los Angeles County Recorder.

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

ADOPTED this _____ day of _____ 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

1 LOT
4.93 ACRES

SHEET 1 OF 3 SHEETS

#24.

VESTING
TRACT NO. 73337

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 66 OF TRACT NO. 54433, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1303 PAGES 1 THROUGH 6 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER

VERTEX SURVEY, INC. MICHAEL A. KENNADA, L.S. 5642

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

KB HOME GREATER LOS ANGELES INC., A CALIFORNIA CORPORATION, OWNER

BY: _____
GLEN LONGARINI
PRESIDENT

BY: _____
RON MERTZEL
VICE PRESIDENT, FORWARD PLANNING

NOTARY ACKNOWLEDGMENTS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON May 15, 2018 BEFORE ME, Tisha Nicole Simpson NOTARY PUBLIC,

PERSONALLY APPEARED Glen Longarini and Ron Mertzel WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE: Tisha Nicole Simpson
PRINTED NAME: Tisha Nicole Simpson, NOTARY PUBLIC
MY COMMISSION EXPIRES: 3/12/2022
MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.

TISHA NICOLE SIMPSON
Notary Public - California
Los Angeles County
Commission # 2224...
My Comm. Expires Mar 12, 2022

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 62 RESIDENTIAL UNITS WHEREBY THE OWNERS OF THE UNITS AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SPECIAL ASSESSMENT'S STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF COMPTON TO WHICH THE LAND INCLUDED WITHIN THE SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

BY: _____ _____
DOUGLAS SANDERS, CITY TREASURER — DATE
CITY OF COMPTON

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ _____
DEPUTY — DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 73337 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ _____
DEPUTY — DATE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME GREATER LOS ANGELES INC., A CALIFORNIA CORPORATION IN DECEMBER, 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; I ALSO STATE THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

Michael A. Kennada 5-15-18
MICHAEL A. KENNADA, LS 5642 — DATE
VERTEX SURVEY, INC.
License Expiration: 3-31-19

LICENSED LAND SURVEYOR
MICHAEL A. KENNADA
L.S.5642
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF COMPTON, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

_____ _____
WENDELL E. JOHNSON, RCE 66340 — DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER,
CITY OF COMPTON

CONSULTANT SURVEYOR:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ON BEHALF OF THE CITY OF COMPTON AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

David O. Knell 5/15/2018
DAVID O. KNELL — DATE
PLS 5301

PROFESSIONAL LAND SURVEYOR
DAVID O. KNELL
PLS No. 5301
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT:

CITY OF COMPTON }
COUNTY OF LOS ANGELES } SS
STATE OF CALIFORNIA }

I, ALITA GODWIN, CITY CLERK OF THE CITY OF COMPTON, DO HEREBY STATE THAT THIS MAP PRESENTED FOR APPROVAL TO THE CITY OF COMPTON CITY COUNCIL, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2018, AND THAT SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

_____ _____
ALITA GODWIN, CITY CLERK — DATE
CITY OF COMPTON

SIGNATURE OMISSION NOTES

THE SIGNATURES OF THE INTEREST HOLDERS LISTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3A) (i–viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT TO MAINTAIN AND REPAIR THE PUMPS AND OTHER APPURTENANCES RELATED TO THE SEWER LIFT STATION AND ACCESS AS DISCLOSED BY DEED MAY 26, 2005 AS INSTRUMENT NO. 05–1232249, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND CONDUITS AND CABLES AND INCIDENTAL PURPOSES, AS DISCLOSED BY DEED JULY 14, 2005 AS INSTRUMENT NO. 05–1662278, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURES OF THE INTEREST HOLDERS LISTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (C) OF THE SUBDIVISION MAP ACT:

STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF A SUBSURFACE OIL AND GAS LEASE AS DISCLOSED BY DEED RECORDED JANUARY 23, 1958 IN BOOK 56426 PAGE 181, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY;

AMERICAN PETROFINA EXPLORATION COMPANY, A CORPORATION, HOLDER OF A SUBSURFACE OIL AND GAS LEASE AS DISCLOSED BY DEED RECORDED APRIL 30, 1969 AS INSTRUMENT NO. 3370 IN BOOK M3201 PAGE 392, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

#24.

4.93 ACRES

VESTING
TRACT NO. 73337

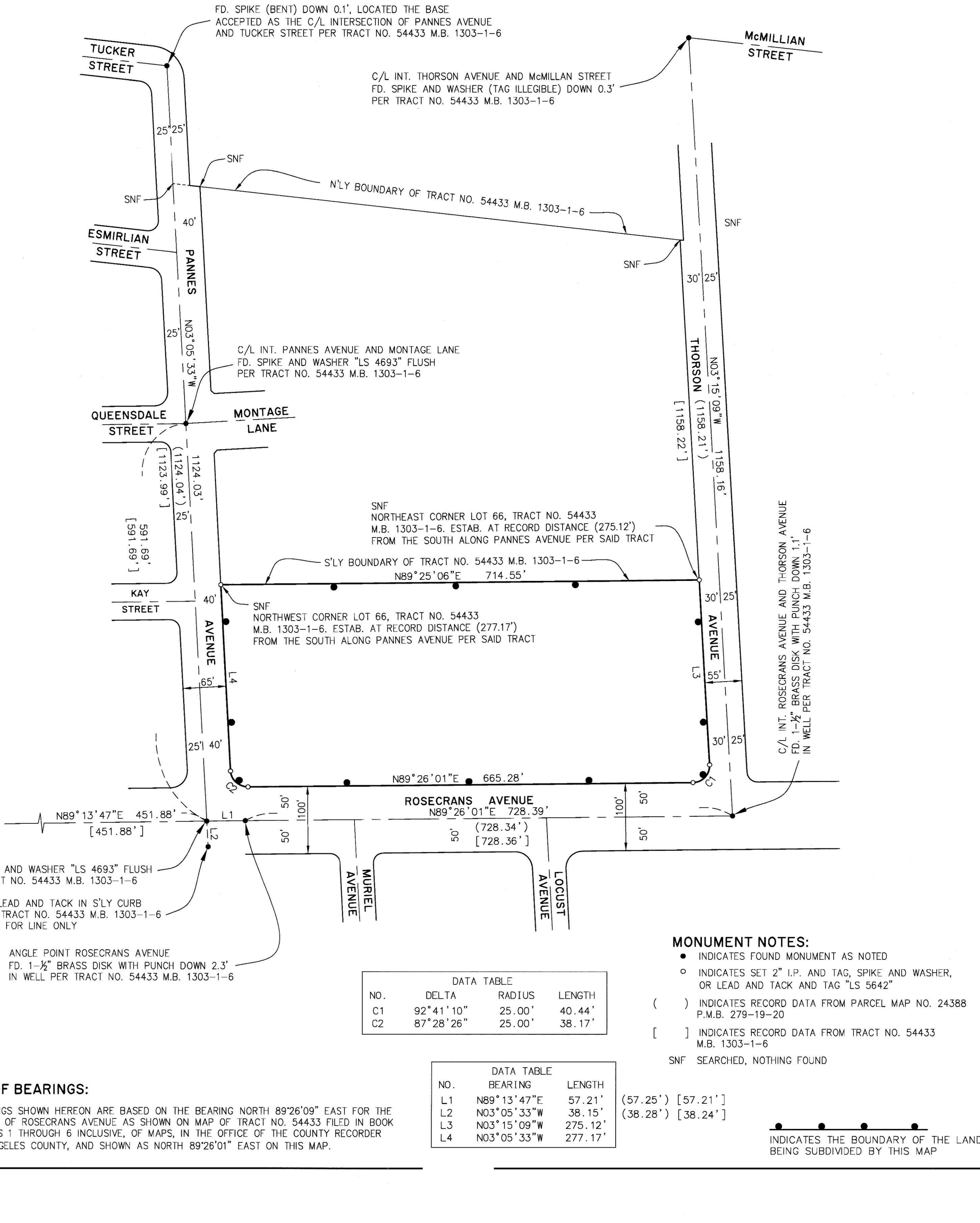
IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 66 OF TRACT NO. 54433, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1303 PAGES 1 THROUGH 6 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER

VERTEX SURVEY, INC. MICHAEL A. KENNADA, L.S. 5642

FOR CONDOMINIUM PURPOSES

SCALE: 1"=100'



DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	92°41'10"	25.00'	40.44'
C2	87°28'26"	25.00'	38.17'

DATA TABLE			
NO.	BEARING	LENGTH	
L1	N89°13'47"E	57.21'	(57.25') [57.21']
L2	N03°05'33"W	38.15'	(38.28') [38.24']
L3	N03°15'09"W	275.12'	
L4	N03°05'33"W	277.17'	

MONUMENT NOTES:

- ● INDICATES FOUND MONUMENT AS NOTED
- ○ INDICATES SET 2" I.P. AND TAG, SPIKE AND WASHER, OR LEAD AND TACK AND TAG "LS 5642"
- ( ) INDICATES RECORD DATA FROM PARCEL MAP NO. 24388 P.M.B. 279-19-20
- [ ] INDICATES RECORD DATA FROM TRACT NO. 54433 M.B. 1303-1-6
- SNF SEARCHED, NOTHING FOUND

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89°26'09" EAST FOR THE CENTERLINE OF ROSECRANS AVENUE AS SHOWN ON MAP OF TRACT NO. 54433 FILED IN BOOK 1303 PAGES 1 THROUGH 6 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, AND SHOWN AS NORTH 89°26'01" EAST ON THIS MAP.

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

1 LOT
4.93 ACRES

VESTING
TRACT NO. 73337

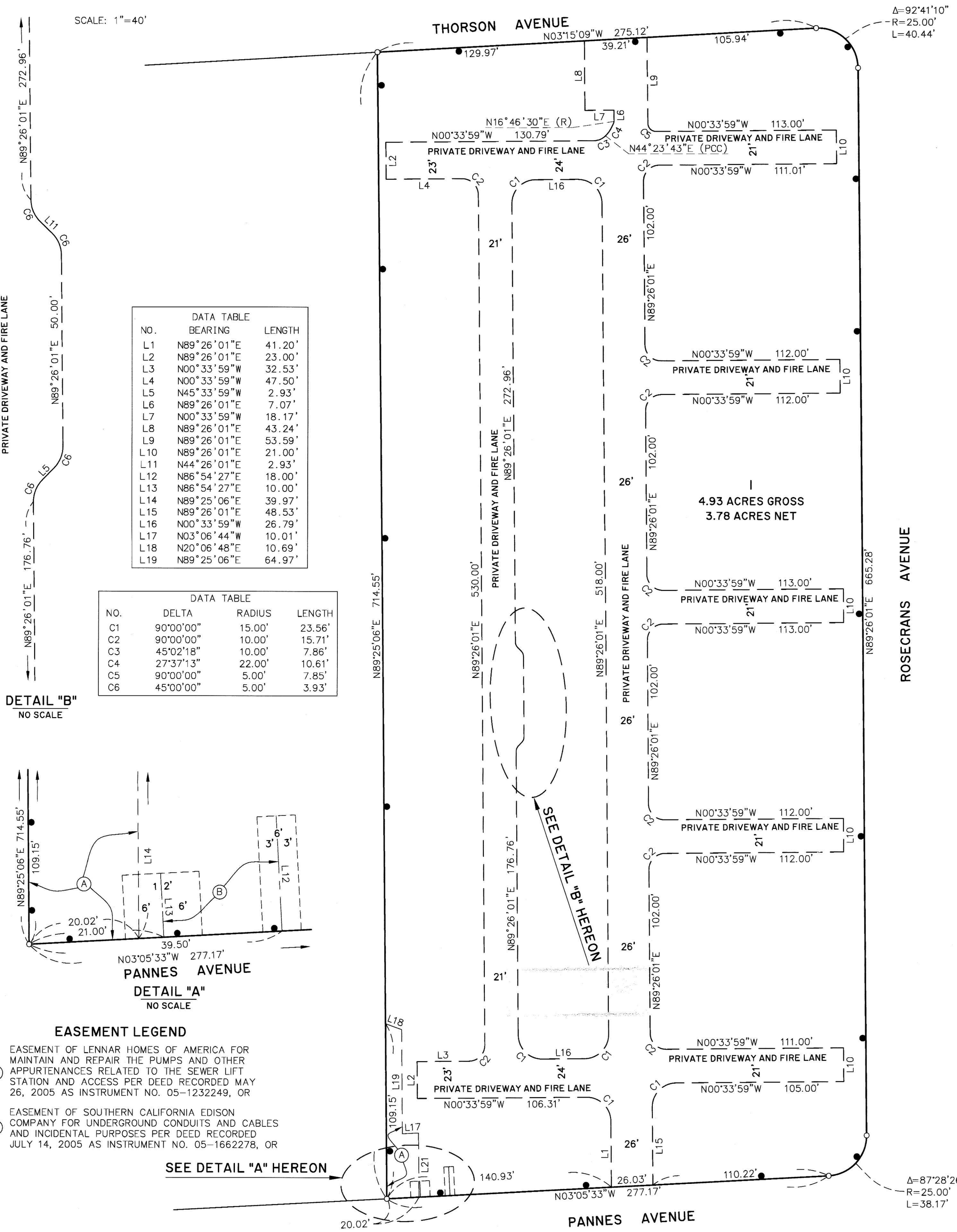
IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 66 OF TRACT NO. 54433, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1303 PAGES 1 THROUGH 6 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER

VERTEX SURVEY, INC. MICHAEL A. KENNADA, L.S. 5642

FOR CONDOMINIUM PURPOSES

SCALE: 1"=40'



DETAIL "B"
NO SCALE

DATA TABLE

NO.	BEARING	LENGTH
L1	N89°26'01"E	41.20'
L2	N89°26'01"E	23.00'
L3	N00°33'59"W	32.53'
L4	N00°33'59"W	47.50'
L5	N45°33'59"W	2.93'
L6	N89°26'01"E	7.07'
L7	N00°33'59"W	18.17'
L8	N89°26'01"E	43.24'
L9	N89°26'01"E	53.59'
L10	N89°26'01"E	21.00'
L11	N44°26'01"E	2.93'
L12	N86°54'27"E	18.00'
L13	N86°54'27"E	10.00'
L14	N89°25'06"E	39.97'
L15	N89°26'01"E	48.53'
L16	N00°33'59"W	26.79'
L17	N03°06'44"W	10.01'
L18	N20°06'48"E	10.69'
L19	N89°25'06"E	64.97'

DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	15.00'	23.56'
C2	90°00'00"	10.00'	15.71'
C3	45°02'18"	10.00'	7.86'
C4	27°37'13"	22.00'	10.61'
C5	90°00'00"	5.00'	7.85'
C6	45°00'00"	5.00'	3.93'

DETAIL "A"
NO SCALE

EASEMENT LEGEND

(A) EASEMENT OF LENNAR HOMES OF AMERICA FOR MAINTAIN AND REPAIR THE PUMPS AND OTHER APPURTENANCES RELATED TO THE SEWER LIFT STATION AND ACCESS PER DEED RECORDED MAY 26, 2005 AS INSTRUMENT NO. 05-1232249, OR

(B) EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND CONDUITS AND CABLES AND INCIDENTAL PURPOSES PER DEED RECORDED JULY 14, 2005 AS INSTRUMENT NO. 05-1662278, OR

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP