Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ACT") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

COMPTON CITY COUNCIL
AGENDA
04/14/2020
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APRIL 7, 2020

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. INVESTMENT REPORT - FEBRUARY 29, 2020 (RECEIVE AND FILE)

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO PAY AN OUTSTANDING INVOICE TO THE CITY OF INGLEWOOD FOR CITATION PROCESSING SUPPLIES ($3,327.74)

REGULAR AGENDA

CITY MANAGER'S REPORT

4. ORAL REPORT - CUSTOMER SERVICE RECOGNITION –

   Rosalind Rambo and Amy Van Fossen

5. POWERPOINT PRESENTATION - COVID-19 RESPONSE UPDATE

CITY ATTORNEY'S REPORTS

6. ORAL REPORT - FIREWORKS UPDATE

7. ORAL REPORT - E-CIGARETTE ORDINANCES UPDATE

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND MODIFY THE EXISTING PURCHASE ORDER ($292,024.50)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO PURCHASE UPGRADED COMPUTER EQUIPMENT FROM OLD AMERICAN INCORPORATED FOR THE EMERGENCY OPERATION CENTER IN RESPONSE TO COVID -19 (21,877.35)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A RELIEF FUND TO BENEFIT THOSE ADVERSELY IMPACTED BY THE SPREAD OF CORONAVIRUS (COVID-19) IN THE CITY OF COMPTON

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER TO Z&K CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL REHABILITATION PROJECT, CIP #18-01, PHASE I ($216,960)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A TRANSFER OF FUNDS WITHIN THE PUBLIC WORKS DEPARTMENT FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE I ($5,824,574.80)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/21/2020 @ 5:30 PM

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

APRIL 7, 2020

The Compton City Council Closed Session meeting was called to order at 5:45 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present – Chambers, Galvan ***(Via Telephone),*** **McCoy, Sharif** ***(Via telephone),*** **Brown**
Council Members Absent – None

Other Officials Present: D. Brown, A. Godwin, D. Sanders, C. Cornwell

CLOSED SESSION AGENDA ITEMS

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Controller
Pursuant to California Government Code Section 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Pursuant to California Government Code Section 54957

City Manager Craig Cornwell requested a closed session to discuss Public Employee Performance Evaluation—City Controller, pursuant to California Government Code Section 54957 and Public Employee Discipline/Dismissal/Release, pursuant to California Government Code Section 54957.

PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS ONLY

There were no audience comments.

The City Council recessed to closed session at 5:56 p.m.

RECONVENE TO OPEN SESSION

On motion by McCoy, seconded by Chambers, the City Council reconvened to open session at 8:50 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown reported that in reference to Public Employee Performance Evaluation—City Controller, pursuant to California Government Code Section 54957 and Public Employee Discipline/Dismissal/Release, pursuant to California Government Code Section 54957; the City Council unanimously voted to suspend the City Controller for ten days without pay.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

City Clerk Alita Godwin commented that members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

City Clerk Godwin read the following comments into the record as submitted:

Connie Halbig "(1) As a resident of Compton for over 50 years. I strongly object to some of the people on this Charter Committee. These young ladies have nothing but disrespect for the older generation and know nothing about the City Charter. These young ladies are only foot soldiers for the Mayor and District 1 Council person to do their bidding. These are the disrespectful people the what is called The Committee and The Camp. (2) Almost a year ago we requested a Ban on Illegal Fireworks. That for some reason hasn't come up on the Agenda. It is almost July again when will be come up for Vote before it is too late. (3) As far as I am concerned there shouldn't be any pay increase until all monies are replaced by those that took for their own agendas. And the City is put in good condition, Streets completely replaced, and City completely cleaned up the way it was when our Mayor Omar Bradly had it. (4) There needs to be something done about these street (corn and tamale) vendor's with this virus going around. They wear NO masks or Gloves. And aren't 6 feet from customers using shopping carts. We need a temporary ban on them selling till this is far over. Something must be done before it is too late."

Barbara Calhoun - "Hello Honorable councilpersons, city manager and city attorney. My question or statement is for the City Manager. When will Compton Ave be fixed? We have craters from 130th to Stockwell. I just found out there is no bulky pick up anymore, what are the citizens supposed to do? Is the city still paying Republic for Bulky pick up? How come the employees cannot wear gloves & masks when picking up the bulky? Where are the testing centers located in Compton for Compton Residents? That should be my 3 min. Thank you."

Alejandro Alvarez, Ed.D., Deputy Superintendent, Compton Unified School District - "The Compton Unified School District ("District") joins the City of Compton Planning Commission and City staff in supporting approval of the Resolution of Intention ("Resolution") regarding Street Vacation Case No. 19-001 for the Compton High School Project ("Project"), which would vacate a portion of South Oleander Street to become part of Compton High School. The District would like to thank the Planning Division staff, and Jessica Larkin, for working on this application, and we thank the City Council for considering it.

The Project will transform Compton High School, one of the oldest schools in the state into a modern and technologically advanced campus creating more exciting and diverse educational opportunities and positive learning outcomes for the students of the District. The District plans to construct new facilities including an aquatic center, state of the art academic buildings, and a performing arts center, which is partially funded by a very generous donation from Dr. Dre.

The portion of Oleander that the District is requesting vacation of is integral to the new campus design as it will allow for the free flow of the campus community by connecting the western and eastern portions of the site through a walkway, essentially extending Oleander from the northern end of the campus to the southern end. This new design gives students and teachers efficient access to facilities and programs throughout the campus and enables teachers and staff to more effectively oversee campus activities. In addition, it allows the new performing arts center to be placed as a prominent cornerstone of the new campus. Accordingly, the District requests approval of the Resolution of Intention for Street Vacation Case No. 19-001. If you have any comments or questions, please do not hesitate to contact Alejandro Alvarez at 310-639-4321. Thank you."

Charmaine Hays, resident in the great 3rd District – "Greetings Mayor and Council. First, I want to thank our City Manager for working diligently to keep city business flowing during this pandemic. Your work is greatly appreciated. Fireworks - With the 4th of July approaching, I am inquiring about the City's plan to address fireworks. There were several serious events that took place last 4th of July, which included a home being destroyed due to illegal fireworks. I am hopeful that city will provide the residents of Compton with its new guidelines and restrictions timely enough for residents to make the necessary adjustments. Strategic planning time is running out on this issue. Property owners should not have to face another year in fear of the use of illegal fireworks. How will our contracted Sheriff's Department respond to calls of use of illegal fireworks. Will there be some collaborative guidelines put in place by both entities to address this? Unauthorized Planting on Curbs - How does public works deal with trees being planted by residents in curb areas maintained by the city. I noticed several trees being planted in neighborhoods by residents. Is Code Enforcement reporting these to public works for

removal? What is the process? Thank you all for your service and stay safe during the horrible pandemic."

Artra Wynn, resident of Compton - 1. The residents of Compton have been advised that the City Controller is being fired because she would not release funds raised by former Council person Janna Zurita from the caner walk. THOSE ARE NOT CITY FUNDS. If this is true? Return the monies to Janna Zurita she raised the money. If the new council person wants to hold a fundraiser go ahead. I donated to help her get in office I will donate to that also. 2. Why fire both the City Controller and City Deputy Controller at the same time? This would leave the vulnerable to the same shenanigans that got us in trouble in the first place. Where would this move leave us with the audits, and check and balances with the Treasurer? 3. What were the requirements for being on the Charter Review/Change committee? What exact roll did the council play in selecting the member?"

Joanna Morales – "Recently there has been discussion of loud parties/ loud music. Is there some kind of rule as to how far from a property line music live or otherwise can be played? News flash... Under my bedroom window on the other side of the fence isn't a good place for it. Although I'm not afraid of catching Covid19 through the chain link fence, people are not practicing social distancing, the very same people we share the grocery stores with. I'm sure I'm not the only one with neighbors like this. Although the importance of social distancing is posted in several places, maybe the city needs to send out something to all residents. Maybe a reminder of some of the rules about loud music, etc. In uncertain times with tempers growing short, peace of mind is very important. Just a suggestion. Thanks."

Robert Ray - "For the last two years as an American Red Cross volunteer, I was constantly telling people to be prepared for an emergency by having at least two weeks' worth of food, water, and other supplies on hand. From the looks of those long lines at Costco of 100's of people looking for toilet paper, no one paid any attention to what I was telling them. But, it's not too late. We don't know when the next emergency is going to happen, so, once again, I am suggesting everyone prepare for the next emergency. This also applies to the City of Compton. Almost two years ago the EMERGENCY MANAGEMENT COORDINATOR was terminated and never replaced. Today, more than ever, we need someone in this position. This position is still in the budget and is open. I am requesting that a 'qualified' person be hired immediately to fill this position. All you have to do is listen to the news to learn that no one was prepared for this COVID-19 pandemic. Let us all be prepared for the next emergency, whatever it may be. STAY HOME AND STAY SAFE!"

Sonia Bracken - "Hello, I am sorry to email so late, I am a lieutenant with the Los Angeles County Sheriff's Department and as you can imagine I have been very busy. I am writing on behalf of my brother Demetrius Bracken who was senselessly murdered on December 30, 2018 and my nephew Devion Cox who also injured during the same incident, right in front our family home in Compton. My mother and baby sister were in the home when the incident happened, heard the shooting and were the first to see my brother and nephew down. They have tried to be strong but I know they are hurting and probably having nightmares having seen what occurred. My grandmother Eula Colbert was a longtime resident of Compton and foster parent in the community. She raised all of us in our family home where the incident occurred. Since this incident I had my mother move in with me in Long Beach but I still own the Compton home to keep in our family. I have been on my department for almost 25 years and I joined law enforcement in hopes of protecting my family the best that I could. When my brother was taken from my family I have felt and continue to feel that I have let my family down. My family and I need answers and closure. The Board of Supervisors has approved a $10,000 reward for information in this crime and I am hoping you will please consider matching that reward to get information leading to the conviction of the person(s) involved in this crime. Thank you for your time."

CONSENT AGENDA

APPROVAL OF MINUTES

1. MARCH 17, 2020 ***(Approved)***
   MARCH 24, 2020 ***(Approved)***

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. INVESTMENT REPORT - JANUARY 31, 2020 ***(Received and filed)***

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING THE EMERGENCY EMPLOYMENT OF TRC INVESTMENTS, LLC DBA SERVPRO OF DOWNEY FOR PROVIDING COMMERCIAL LEVEL DISINFECTING AND SANITIZING SERVICES AT CITY FACILITIES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER ($46,985.73) ***(Approved Resolution Number 25,231)***

PUBLIC WORKS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($28,461) ***(Approved Resolution Number 25,232)***

It was moved Chambers, seconded by McCoy, that the consent agenda be approved.

City Clerk Godwin noted that the payment amount for Servpro should be $55,483.16.

City Manager Cornwell noted that the final invoice was submitted after the agenda was completed, however we would like to pay the entire amount at once.

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE PUBLIC HEARINGS, BUDGET WORKSHOPS, AND VIRTUAL COMMUNITY BUDGET WORKSHOP FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2020-2021 BUDGET **(Budget Hearing June 9th and 16th, 2020 at 5:45 p.m., Workshops April 21, 2020, May 19th and May 26th, 2020 at 4:00 p.m., Virtual Community Workshop May 12, 2020 at 4:00 p.m.)**

On motion by McCoy, seconded by Chambers, the above public hearings and workshops were approved by the following vote on roll call:

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

UNFINISHED BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-7.2, 30-8.2, 30-9.2, 30-10.2 OF THE COMPTON MUNICIPAL CODE TO PERMIT TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES CITYWIDE AND ADDING SECTION 30-48 TO THE COMPTON MUNICIPAL CODE TO INCORPORATE EMERGENCY SHELTER OVERLAY ZONE DEVELOPMENT STANDARDS, AN EMERGENCY SHELTER OVERLAY ZONE AND AMENDING THE OFFICIAL COMPTON ZONING MAP TO INCORPORATE THE EMERGENCY SHELTER OVERLAY ZONE (Zone Text Amendment #19-01) (Second Reading)

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

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

On motion by McCoy, seconded by Chambers, **Ordinance Number 2,318** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-7.2, 30-8.2, 30-9.2, 30-10.2 OF THE COMPTON MUNICIPAL CODE TO PERMIT TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES CITYWIDE AND ADDING SECTION 30-48 TO THE COMPTON MUNICIPAL CODE TO INCORPORATE EMERGENCY SHELTER OVERLAY ZONE DEVELOPMENT STANDARDS, AN EMERGENCY SHELTER OVERLAY ZONE AND AMENDING THE OFFICIAL COMPTON ZONING MAP TO INCORPORATE THE EMERGENCY SHELTER OVERLAY ZONE (Zone Text Amendment #19-01)'** was adopted by the following vote on roll call:

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

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF SOUTH OLEANDER STREET, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 60-FEET BY 148-FEET, LOCATED BETWEEN WEST ALONDRA BOULEVARD AND THE COMPTON HIGH SCHOOL CAMPUS AND LOCATED ADJACENT TO 417 WEST ALONDRA BOULEVARD, COMPTON (STREET VACATION NO. 19-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION (April 28, 2020 at 5:35 p.m.)

On motion by McCoy, seconded by Chambers, **Resolution Number 25,233 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF SOUTH OLEANDER STREET, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 60-FEET BY 148-FEET, LOCATED BETWEEN WEST ALONDRA BOULEVARD AND THE COMPTON HIGH SCHOOL CAMPUS AND LOCATED ADJACENT TO 417 WEST ALONDRA BOULEVARD, COMPTON (STREET VACATION NO. 19-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION'** was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOS ANGELES COUNTY FOR IMPROVEMENT OF SPECIFIED STREET SEGMENTS AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS IN THE AMOUNT OF $1,529,080

On motion by McCoy, seconded by Chambers, **Resolution Number 25,234** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOS ANGELES COUNTY FOR IMPROVEMENT OF SPECIFIED STREET SEGMENTS AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS IN THE AMOUNT OF $1,529,080**' was adopted by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF DEMETRIUS BRACKEN AND THE ATTEMPTED MURDER OF DEVION COX ($10,000)

On motion by McCoy, seconded by Chambers, **Resolution Number 25,235** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF DEMETRIUS BRACKEN AND THE ATTEMPTED MURDER OF DEVION COX'** was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITY-WIDE ($2,666,900)

It was moved by Chambers, seconded by McCoy, that the resolution be adopted.

Councilmember Sharif commented that she is eager to have all the streets of Compton repaired, however, she questioned the manner in which the streets were identified and selected for such repairs. Councilmember Sharif further commented that she requires additional clarification, before she can support this item.

Resolution Number 25,236 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITY-WIDE'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

City Clerk Alita Godwin requested that the meeting be adjourned in memory of former Compton Police Department **Detective Preston Harris**.

Councilperson Chambers offered the following communications/announcements:

- Requested a status update for the City's newsletter for informational updates on upcoming projects and other crucial information.

- Requested a status update on the City's Emergency Management Coordinator position.

City Manager Cornwell informed the Council that the Emergency Management Coordinator position is not in the budget, adding that the position is currently being performed by a Battalion Chief from the Compton Fire Department.

- Commented that residents are hosting parties and urged the community to follow the guidelines of the Center for Disease Control and Prevention and continue to practice 'social distancing' to combat the spread of the coronavirus or COVID-19.

Councilmember McCoy offered the following communications/announcements:

- Commented that the Seniors of the community are unable to pay their water bills via telephone, and requested that the City Manager correct the situation.

- Commented that the bulky waste items are not being removed from the streets of the community and suggested that the City Manager encourage Republic Services to develop a plan to wear protective gear and remove the bulky waste items.

- Commended the residents for practicing 'social distancing' and frequent hand washing to combat the spread of the coronavirus.

- Adjourn in memory of **Juanita Thompson.**

Councilmember Sharif offered the following communications/announcements:

- Thanked the community and Council for their continued support of her attendance via telephone, while she follows the advice and guidelines of the CDC in the effort to reduce the exposure to the coronavirus.

- Requested that the City Manager look into providing COVID-19 testing centers in the City of Compton.

- Requested that the City Council address the Fireworks ordinance for the benefit of the residents.

Mayor Brown offered the following communications/announcements:

- Stated that as of 12:00 p.m., April 7, 2020, there were 36 positive cases of the coronavirus (COVID-19) in the City Compton. Mayor Brown encouraged all residents to remain vigilant, take this pandemic seriously, and abide by the 'Shelter-In-Place' decree, practice 'social distancing' as well as frequent hand washing to combat the spread of the virus. Mayor Brown also encouraged the residents to visit the City's website at www.comptoncity.org., to access the Compton Resource Guide, which provides crucial information regarding the coronavirus, along with various links to other websites and vital services for the residents. Mayor Brown invited residents to stay abreast of this ever-changing pandemic and monitor the City's website, traditional news sources, social media and Compton Channel 36.

- Recommended that the City bring forth the Fireworks public hearing, and development a firm stand for the policy moving forward.

- Requested that the City coordinate with the Compton Sheriff's Department and Code Enforcement to close all illegal marijuana dispensaries in Compton.

- Thanked the First Responders and all Compton employees for their dedication and sacrifices and for continuing to work and serve the great City of Compton during this pandemic disaster.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Juanita Thomas** and **Preston Harris** at 9:52 p.m. by the following vote on roll call:

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

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

DATE: APRIL 14, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF FEBRUARY 29, 2020.

DOUGLAS SANDERS
CITY TREASURER

CITY OF COMPTON
Portfolio Management
Portfolio Summary
February 29, 2020

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.
Local Agency Investment Funds	94,530,887.19	94,530,887.19	94,530,887.19	99.86	1	1	2.259	2.290
Passbook/Checking Accounts -2	128,008.70	128,008.70	128,008.70	0.14	1	1	0.069	0.070
Investments	**94,658,895.89**	**94,658,895.89**	**94,658,895.89**	**100.00%**	**1**	**1**	**2.256**	**2.287**

Total Earnings	February 29 Month Ending	Fiscal Year To Date
Current Year	169,586.07	1,473,185.76
Average Daily Balance	**93,331,303.07**	**92,006,887.27**
Effective Rate of Return	**2.29%**	**2.40%**

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 and future revenue of the City is uncertain as to sufficient cash to meet six months of estimated expenditures due to the COVID-19 OUTBREAK worldwide; the uncertainty of Cities to collect revenues is due to the Executive Order by the Governor of California in which there will be many business closures and people are to stay in their homes until April 19, 2020. As of February 28, 2020, the 8th month of the Fiscal Year 2019/2020, the City had a total, in the General City Bank account and LAIF account, of $40.016 million. At the time of this reporting period, the City had $3.731 million in large outstanding warrants payable to vendors. On December 20, 2019 we received our property taxes. On January 2, 2020 the Successor Agency received its Property Tax Revenue called ROPS. On April 20 of 2020, the City will receive the next portion of Property Tax revenue from Los Angeles County. In addition, the Successor Agency will receive its next property tax revenue called ROPS, on June 2 of 2020. Our PERS balance is $33.4 million as of the date of this reporting period. The Federal Reserve Bank has reduced its interest rate to 0% or near zero, due mostly to an order from the President of the US called the COVID-19 Pandemic order. However, the FOMC Chairman has issued over 11 directives to help jump start the economy with a lot of liquidity for future adjustments as economic conditions are expected to get worse. There is a member on the Board of Supervisors in Los Angeles who is trying to delay tax payers in paying their property tax. This would be a big blow to the City of Compton and other small cities that depend on that revenue. The City is going to lose out on sales tax revenue due to businesses closing, due to the Governor's Executive Order. The City's payments to the Sheriff Department each month is approximately $1.9 million and the employee's payroll is over $2 million a month, aside from all trash and utility expenditures. We are all headed into uncharted territory as the death rate from pandemic rises and there is an increase in restricted activities due to the stay at home shelter for all California citizens and businesses.
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 2/28/2020
3 month T-Bill @ 1.287%
6 month T-Bill @ 1.160%
1 year T-Bill @ 1.019%

4-7-2020

DOUGLAS SANDERS, CITY TREASURER

Reporting period 02/01/2020-02/29/2020

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
February 29, 2020

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			128,008.70	128,008.70	128,008.70	0.070	0.069	0.070	1	
		Subtotal and Average	**128,002.09**		**128,008.70**	**128,008.70**	**128,008.70**		**0.069**	**0.070**	**1**	
Local Agency Investment Funds												
6000	6000	General City			30,010,244.70	30,010,244.70	30,010,244.70	2.290	2.259	2.290	1	
6029	6029	Measure R			1,893,512.75	1,893,512.75	1,893,512.75	2.290	2.259	2.290	1	
6019	6019	EDA Revolving Loan			72,282.72	72,282.72	72,282.72	2.290	2.259	2.290	1	
6002	6002	Prop C			1,609,046.95	1,609,046.95	1,609,046.95	2.290	2.259	2.290	1	
6030	6030	PROP A			3,161,607.41	3,161,607.41	3,161,607.41	2.290	2.259	2.290	1	
6027	6027	River Mountain Conservancy			12,534.54	12,534.54	12,534.54	2.290	2.259	2.290	1	
6007	6007	Successor Agency General			29,831,585.38	29,831,585.38	29,831,585.38	2.290	2.259	2.290	1	
6003	6003	Sewer Bond Proceeds			883,329.23	883,329.23	883,329.23	2.290	2.259	2.290	1	
SYS10128	10128	Measure M			1,236,970.69	1,236,970.69	1,236,970.69	2.290	2.259	2.290	1	
2100	6021	Retirement Fund			25,819,772.82	25,819,772.82	25,819,772.82	2.290	2.259	2.290	1	
		Subtotal and Average	**93,203,300.98**		**94,530,887.19**	**94,530,887.19**	**94,530,887.19**		**2.259**	**2.290**	**1**	
		Total and Average	**93,331,303.07**		**94,658,895.89**	**94,658,895.89**	**94,658,895.89**		**2.256**	**2.287**	**1**	

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
FEBRUARY 28, 2020

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BAI	1,466,019.98
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	9,998,965.08
1520	MEASURE R	BANK OF THE WES	1,101,822.74
2000	PROP A	BANK OF THE WES	2,086,879.55
4000	SA GENERAL	BANK OF THE WES	2,733,349.90
1203	SA LOW COST HOUSING	BANK OF THE WES	6,661,671.18
2100	PERS	BANK OF THE WES	7,584,564.21
1528	MEASURE M	BANK OF THE WES	703,074.47
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	128,008.70
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,455,190.26
2818	SECTION 108 - HUD FUND	BANK OF THE WES	2,356,679.67
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	62,114.00
1001	COC - CHANGE FUND	BANK OF THE WES	717.00
1900	PROP C	BANK OF THE WES	1,885,939.64

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
FEBRUARY 28, 2020

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	174,264.07
2820	HOUSING AUTHORITY	BANK OF THE WES	34,334.21
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	392,400.51
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.09
1001	COC PARKING VIOLATIONS	BANK OF THE WES	413,215.70
5000	COC UTILITIES BILLINGS	BANK OF THE WES	3,579,849.52

April 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO PAY AN OUTSTANDING INVOICE TO THE CITY OF INGLEWOOD FOR CITATION PROCESSING SUPPLIES ($3,327.74).

SUMMARY

This Resolution authorizes the issuance of a supplemental purchase order to pay an outstanding invoice in the amount of Three Thousand Three-Hundred and Twenty-Seven Dollars and Seventy-Four cents ($3,327.74) to the City of Inglewood for citation processing supplies.

BACKGROUND

Pursuant to Resolution No. 23,667, adopted on December 18, 2012, the City Manager was authorized to contract with the City of Inglewood for participation in the Parking Citation Program for a period of five (5) years, commencing November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) one-year extension options (i.e.) November 1, 2017 through October 31, 2018 and November 1, 2018 through October 31, 2019.

The City elected not to extend the services and the contract ended on June 30, 2019.

STATEMENT OF THE ISSUE

The City of Inglewood submitted this invoice during the month of February 2020, which was for supplies provided during the contracted period. As a result, the final invoice reflects a balance owed in the amount of $3,327.74 for ancillary fees related to citation processing supplies.

FISCAL IMPACT

Funds in the amount of $3,327.74 are available in the Code Enforcement 2019-2020 fiscal year budget in Account No. 1001-670-000-4269.

ALTERNATIVE

No alternative actions are being recommended as the contractor has completed all work per the terms of the agreement.

RECOMMENDATION

Staff recommends that the City Council approves the attached resolution.

ANTHONY WARD
CODE ENFORCEMENT MANAGER

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO PAY AN OUTSTANDING INVOICE TO THE CITY OF INGLEWOOD FOR CITATION PROCESSING SUPPLIES ($3,327.74).

WHEREAS, Pursuant to Resolution No. 23,667, adopted on December 18, 2012, the City Manager was authorized to contract with the City of Inglewood for participation in the Parking Citation Program for a period of five (5) years, commencing November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) one-year extension options (i.e.) November 1, 2017 through October 31, 2018 and November 1, 2018 through October 31, 2019; and

WHEREAS, the City elected not to extend the services and the contract ended on June 30, 2019.; and

WHEREAS, the City of Inglewood submitted this invoice during the month of February 2020 which was for supplies provided during the contracted period; and

WHEREAS, as a result, the final invoice reflects a balance owed in the amount of $3,327.74 for ancillary fees related to citation processing supplies; and

WHEREAS, funds in the amount of $3,327.74 are available in the Code Enforcement's 2019-2020 fiscal year budget in Account No. 1001-670-000-4269; and

WHEREAS, city staff is therefore requesting a supplemental purchase order to pay the City of Inglewood's final invoice balance owed of $3,327.74 for citation processing supplies.

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

SECTION 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to issue a supplemental purchase order to the City of Inglewood for additional funding to pay an outstanding invoice in the amount of $3,327.74.

SECTION 2. That funds in the amount of $3,327.74 are available in the Code Enforcement Department's 2019-2020 Fiscal Year budget in Account No. 1001-670-000-4269.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Code Enforcement Department.

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

ADOPTED this ____ day of _____, 2020.

_____
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 _____, 2020.

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

CITY OF INGLEWOOD
Citation Management
Invoice
Monthly Processing

Bill To:

City of Compton
Attn: Patricia Sweet
Municipal Law Enforcement Svcs
404 South Alameda Street
Compton, CA 90221

Date	Invoice #
1/31/2019	311902

Month Of:
February, 2020

Description	Quantity	Unit Price	Amount
6517-01 Handheld Citation		2,736.00	2,736.00
6517-01 Shipping fee		61.30	61.30
6517-03 Rush fee		250.00	250.00
6517-04 Tax		280.44	280.44

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

Inglewood Citation
Management Services
P.O. Box 4367
Inglewood, CA 90309

Total	$3,327.74

Balance Due	$3,327.74

April 14, 2020

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND MODIFY THE EXISTING PURCHASE ORDER ($292,024.50)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the professional services agreement with John L. Hunter and Associates, Inc. to expand the scope of services to address additional National Pollutant Discharge System Program Compliance requirements and authorize modifying the existing purchase order in the amount of Two Hundred Ninety Two Thousand Twenty Four Dollars and Fifty Cents ($292,024.50) in compensation for the expanded scope of services.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need a NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drains, etc. In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality.

Compliance with NPDES permitting rules is multi-faceted and very time consuming. The Public Works Department ("Department") does not have sufficient staff resources to perform all tasks required by the complex NPDES permit program.

On September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year professional services agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year).

STATEMENT OF ISSUE

On January 7, 2020, City of Compton received correspondence from the California Water Quality Control Board that one of the critical components of the MS4 Permit is monitoring. A monitoring program meeting the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather. The monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with John L. Hunter & Associates, Inc.

As a result, on January 9, 2020, John L. Hunter, in conjunction with its sub-consultant, Alta Environmental, submitted a proposal to provide the required monitoring services for the City's compliance with National Discharge Elimination System requirements. This proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements.

The expanded scope of services will include the following:

Task 1 – Project Management and Coordination

Planning, preparation, and subcontractor scheduling required for the proposed monitoring. This portion of work will include development of a site-specific health and safety plan (HASP) and brief Sampling and Analysis Plan (SAP) which will be implemented during all proposed field activities. Coordination with client and the City, as-needed, attendance at up to one (1) kick-off meeting and one (1) mid-term project meeting. Task 1 will also be used to provide project updates, communications, and project invoicing.

Task 2 – Site Recon, Coordination, Permitting, and access agreements with LADPW (1 Receiving Water Site (R1) and 3 MS4 Outfalls)

Conduct site reconnaissance of one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). The reconnaissance will include determining accessibility, flow monitoring constraints, potential confounding issues, access agreements, permits with Los Angeles County Flood Control (LACFD), the City's internal access requirements, and traffic control that may be needed.

Task 3 – Equipment, Installation, and Maintenance

Procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and may include confined space entry as-needed, depending on the site access requirements determined in Task 2. For meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

Perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Sampling event mobilization criteria will be 70% chance of 0.25" of precipitation 24 hours prior to the forecasted storm, and preceded by three (3) days of dry weather with less than 0.1" of precipitation at the National Weather Service Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) prior to the forecasted event. Because the first storm meeting the mobilization criteria has already occurred, Alta will target sampling the first storm meeting the criteria once the notice to proceed has been authorized and all equipment has been installed and prepared for monitoring.

Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit and as developed in the SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters, including all of Permit Table E-2 parameters as specified in the attached Cost Schedule (Table 3).

Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

Monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same criteria as listed in Task 4a. Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters, including all of Permit Table E-2 parameters as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

Perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month in accordance with the Permit. The other monitoring event will occur in May of each year. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will analyzed for Permit Table E-2 parameters as specified in the cost sheets in Attachment 1. Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Dry weather monitoring in May or June will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program.

Task 5 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

Review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. Alta will review, finalize, format, and submit all field and analytical data to John L. Hunter and Associates.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement.

Once data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

Sample results and tables will be coordinated with John L. Hunter and Associates and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

Task 6 – Draft and Final Monitoring Report

Prepare draft and final annual monitoring report. The draft report will be provided by August 30, 2020. The final report will be provided 2 weeks after review by John L. Hunter and Associates and the City (assuming 2 weeks for client review). Comments will be addressed, and a final report will be provided via pdf electronic delivery) by September 30, 2020.

Task 7 – Contingency

A contingency of approximately 10% of the total project cost for Task 1-6 as the basis for the contingency budget. Contingency is included for potential false starts due to weather forecasts not meeting the criteria, access issues, equipment issues, or additional client requests as-needed. The contingency will only be used with prior authorization from Hunter and the City.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City is required to comply with the provisions of the NPDES permit program.

FISCAL IMPACT

Funds in the amount of $292,024.50 will be available in the Public Works 2019-2020 & 2020-2021 Fiscal Years budget as follows:

FY 2019-2020

Account No.	Description	Amount
1529-720-000-4269	Other Contract Services	$53,660.00

FY 2020-2021

Account No.	Description	Amount
1529-720-000-4262	Other Professional Services	$238,364.50

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND
PROJECT MANAGER**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND MODIFY THE EXISTING PURCHASE ORDER ($292,024.50)

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States and point sources are conveyances such as drainage pipes or man-made channels or ditches; and

WHEREAS, individual homes that discharge storm water to a municipal street curb and gutter do not need a NPDES permit, however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street curb and gutter, catch basins, storm drains, etc.; and

WHEREAS, in most cases, the NPDES permit program is administered by authorized states and in California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the Public Works Department ("Department") does not have sufficient staff resources to perform all task required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year professional service agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program Services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, on January 7, 2020, the City received correspondence that one of the critical components of the MS4 Permit is monitoring; and

WHEREAS, a monitoring program meeting the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather; and

WHEREAS, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter; therefore, on January 9, 2020, Hunter, through and in conjunction with its sub-consultant, Alta Environmental, submitted a proposal to provide monitoring services for the City's compliance with National Discharge Elimination System requirements which proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements at a cost of $292,024.50; and

WHEREAS, funds for payment of the expanded scope of services will be available in the Public Works Department's 2019-2020 and 2020-2021 budgets

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 amend the professional service agreement with John L. Hunter and Associates, Inc. to expand the scope of services to provide comprehensive monitoring program services in compliance with National Pollutant Discharge System Compliance Program standards and requirements.

SECTION 2. That additional compensation in the amount of Two Hundred Ninety Two Thousand Twenty Four Dollars and Fifty Cents ($292,024.50) is authorized for the performance of the expanded scope of services.

SECTION 3. That funds in the amount of $292,024.50 will be available in the Public Works 2019-2020 & 2020-2021 Fiscal Years budget as follows:

FY 2019-2020:

Account No.	Description	Amount
1529-720-000-4269	Other Contract Services	$53,660.00

FY 2020-2021:

Account No.	Description	Amount
1529-720-000-4262	Other Professional Services	$238,364.50

SECTION 4. That the existing purchase order established for John L. Hunter and Associates, Inc. pursuant to the original agreement for provision of National Pollutant Discharge System Program Compliance services is authorized to be modified to include the additional compensation authorized herein.

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 _____, 2020.

_____
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 _____, 2020.

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

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JOHN L. HUNTER AND ASSOCIATES
[NPDES PERMIT PROGRAM]

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) and **JOHN L. HUNTER AND ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**).

RECITALS:

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving water; and

WHEREAS, the NPDES program requires that municipalities must obtain a permit if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the City's Public Works Department does not have sufficient staff resources to perform all tasks required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year professional services agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, subsequent to entering into the contractual relationship with Consultant, it was brought to the attention of City staff that one of the critical components of the MS4 Permit is having a comprehensive monitoring program which meets the State Regional Water Quality Control Board's requirements; however, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with the Consultant; and .

WHEREAS, Consultant, through and in conjunction with its sub-consultant, Alta Environmental, submitted a proposal to provide the required monitoring services for the City's compliance with National Discharge Elimination System requirements; and

WHEREAS, there is a need to amend the professional services agreement with the Consultant to revise the scope of services to provide for implementation of the additional services required by the NPDES monitoring requirements of the permit and provide for additional compensation for such services to be rendered; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____, 2020, the City Council authorized the City Manager to accept the proposal of the Consultant and amend the original professional services agreement with the Consultant to expand the scope of services to provide comprehensive monitoring program services in compliance with National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50.

NOW, THEREFORE, the Parties do hereby mutually agree to amend the Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to expand the scope of services to be rendered by the Consultant to include the following tasks and deliverables:

Task 1 – Project Management and Coordination

Task 2 – Site Recon, Coordination, Permitting, and access agreements with LADPW (1 Receiving Water Site (R1) and 3 MS4 Outfalls)

Task 3 – Equipment, Installation, and Maintenance

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

Task 5 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

Task 6 – Draft and Final Monitoring Report

Task 7 – Contingency

As more fully described in the **Consultant's (Sub-Consultant Alta Environmental's) "Proposal for City of Compton NPDES Monitoring and Reporting for the 2019-2020 Monitoring Year",** dated January 9, 2020, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for the expanded scope of services to be provided, as specified above in Section 1, in the not-to-exceed amount of Two Hundred Ninety Two Thousand Twenty Four Dollars and Fifty Cents ($292,024.50).

3. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT.**

JOHN L. HUNTER AND ASSOCIATES
CONSULTANT

Dated: _____ **By _____**
John L. Hunter, P.E., Principal

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

January 9, 2020

Mr. John L. Hunter, PE
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Suite 300
Buena Park, California 90620

Re: Proposal for City of Compton NPDES Monitoring and Reporting for the 2019-2020 Monitoring Year

Dear Mr. Hunter:

Alta Environmental (Alta) is pleased to submit this cost proposal to John L. Hunter and Associates, Inc. (JLHA) to provide monitoring services for the City of Compton's (City) compliance with National Pollutant Discharge Elimination System (NPDES) requirements. This proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Enclosure 2 of the Los Angeles Regional Water Quality Control Board's (RWQCB) letter dated August 5, 2016. The letter specifies the monitoring and reporting requirements of Attachment E of the NPDES Permit No. CAS004001: Order No. R4-2012-0175 (Permit). While the 2019-2020 Monitoring Season is well under way, Alta will make all attempts to capture three wet weather monitoring events between January and May 2020 that meet the storm criteria for monitoring, provided that documented notice to proceed is authorized within sufficient time.

A separate proposal will be provided at a later date for the Non-Stormwater Outfall Monitoring requirements, the Dominquez Channel Estuary Total Maximum Daily Load (TMDL) monitoring site (DOM-RW-DCE01), and the Los Angeles River Mass Emission Site (S-10) as these two sites are outside of the City's jurisdiction and require extensive coordination with Los Angeles County Flood Control to develop a cost for monitoring of these sites.

1 SCOPE OF WORK

Task 1 – Project Management and Coordination

Alta will conduct the planning, preparation, and subcontractor scheduling required for the proposed monitoring. This portion of work will include development of a site-specific health and safety plan (HASP) and brief Sampling and Analysis Plan (SAP) which will be implemented during all proposed field activities. Coordination with client and the City, as-needed, attendance at up to one (1) kickoff meeting and one (1) mid-term project meeting. Task 1 will also be used to provide project updates, communications, and project invoicing.

Task 2 – Site Recon, Coordination, Permitting, and access agreements with LADPW (1 Receiving Water Site (R1) and 3 MS4 Outfalls)

Alta will conduct site reconnaissance of one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). The reconnaissance will include determining accessibility, flow monitoring constraints, potential confounding issues, access agreements,

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permits with Los Angeles County Flood Control (LACFD), the City's internal access requirements, and traffic control that may be needed.

Task 3 – Equipment, Installation, and Maintenance

Alta will procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and may include confined space entry as-needed, depending on the site access requirements determined in Task 2. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 sites)

Alta will perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Sampling event mobilization criteria will be 70% chance of 0.25" of precipitation 24 hours prior to the forecasted storm, and preceded by three (3) days of dry weather with less than 0.1" of precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) prior to the forecasted event. Because the first storm meeting the mobilization criteria has already occurred, Alta will target sampling the first storm meeting the criteria once notice to proceed has been authorized and all equipment has been installed and prepared for monitoring.

Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit and as developed in the SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters, including all of Permit Table E-2[1] parameters as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

Alta will perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same criteria as listed in Task 4a. Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required

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[1] For a conservative cost estimate, the analytical list of parameters at the receiving water site includes the complete list of parameters in Permit Table E-2 and other required parameters. If a parameter is not detected at the Method Detection Limit (MDL) for its respective test method or the result is below the lowest applicable water quality objective, and is not otherwise identified, it will not be further analyzed and the receiving water analytical list (and cost) will be revised following the first event of the monitoring year. If a parameter is detected exceeding the lowest applicable water quality objective, then the parameter will be analyzed for the remainder of the Order at the receiving water monitoring station where it was detected. The Permit also requires the MS4 Outfall Monitoring Program to include parameters in Table E-2 identified as exceeding the lowest applicable water quality objective in the nearest downstream receiving water monitoring station. For a conservative cost estimate, the samples from first monitoring event at the MS4 Outfall sites will be analyzed for the minimum required parameters. The samples from the second and third monitoring event will be analyzed for the entire list of parameters from Table E-2. However, based on the results of the receiving water site(s) from the first monitoring event, the MS4 Outfall analytical list (and cost) will be revised.

parameters, including all of Permit Table E-2[1] parameters as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

Alta will perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month in accordance with the Permit. The other monitoring event will occur in May of each year. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for Permit Table E-2 parameters as specified in the cost sheets in Attachment 1. Sample collection will include one duplicate and one blank sample per event for quality assurance procedures.

Dry weather monitoring in May or June will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program.

Task 5 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

Alta will review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted to Alta upon completion. Alta will review, finalize, format, and submit all field and analytical data to JLHA.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgment.

Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

Sample results and tables will be coordinated with JLHA and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange

Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

Task 6 – Draft and Final Monitoring Report

Alta will prepare a draft and final annual monitoring report. The draft report will be provided by August 30, 2020. The final report will be provided approximately 2 weeks after review by JLHA and the City (assuming 2 weeks for client review). Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30, 2020.

Task 7 – Contingency

Alta has included a contingency of approximately 10% of the total project cost for Tasks 1-6 as the basis for the contingency budget. Contingency is included for potential false starts due to weather forecasts not meeting the criteria, access issues, equipment issues, or additional client requests as-needed. The contingency will only be used with prior authorization from JLHA and the City.

2 PROJECT COST

Alta proposes to undertake the scope of work on a time-and-materials basis not to exceed a base cost of **$267,024.50.** A contingency cost for Task 7 was set at **$25,000.00**. As stated above, the contingency will only be used with prior authorization from JLHA and the City.

Total project cost with contingency is estimated at **$292,024.50**

A Summary Cost Schedule and a Detailed Cost Schedule are attached in Table 1 and Table 2, respectively. Additional work provided beyond those services described will be provided on a time-and-materials basis. The Analytical Cost Schedule is attached in Table 3.

3 COST ASSUMPTIONS

1. Costs are provided for receiving water and MS4 Outfall sampling and reporting for sites in the City of Compton's jurisdiction (R1, FS1, FS2, and FS6).
2. Permitting costs for LADPW access agreements are included at a rate of $1,320.00/area (1 for RW and one for MS4 Outfalls). This cost is estimated based on previous similar access agreements. If significant engineering drawings or extensive permitting costs exceed this value, Alta will promptly notify JLHA to address LADPW's concerns.
3. Traffic control may be required for sites that are not accurately depicted on the current RWQCB directives (i.e., FS6 does not match the street description). As such, traffic control is only included as a per site cost as this time for one location.
4. A contingency budget is provided at 10% of the total project cost to address false starts due to weather forecast inaccuracies, site access or equipment issues, and other project needs. The contingency budget will only be used with prior authorization from JLHA and the City of Compton.
5. Work is dependent upon a sufficient number of storm events meeting sampling criteria.

We appreciate this opportunity to provide this proposal. Please do not hesitate to call me at (760) 908-5749 or (562) 495-5777 should you have any questions or concerns regarding this proposal. We look forward to working with you on this project.

For and on behalf of Alta Environmental,

David S. Renfrew, PMP, QISP/ToR, CPSWQ, QSD
Vice President, Water Resources

Garth Engelhorn, CPSWQ, QISP/ToR
Senior Project Manager

Attachments: (1) Table 1 – Summary Cost Schedule
(2) Table 2 – Detailed Cost Schedule
(3) Table 3 – Analytical Cost Schedule

TABLE 1. SUMMARY COST SCHEDULE

Work Item	Total Staff Hours	Total Labor Costs	Total Reimbursables (Subcontractors and ODCs)	Total Costs
Task 1. Project Management and Coordination	52	$ 9,016.00	$ -	**$ 9,016.00**
Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW (1 RCVW Site (R1) and 3 outfalls)	78	$ 12,390.00	$ 3,168.25	**$ 15,558.25**
Task 3. Equipment, Installation, and Maintenance	146	$ 23,030.00	$ 4,275.13	**$ 27,305.13**
Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)	170	$ 23,680.00	$ 16,209.83	**$ 39,889.83**
Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)	326	$ 45,210.00	$ 57,850.75	**$ 103,060.75**
Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)	72	$ 8,780.00	$ 26,584.55	**$ 35,364.55**
Task 5. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	146	$ 24,430.00	$ -	**$ 24,430.00**
Task 6. Draft and Final Monitoring Report	76	$ 12,400.00	$ -	**$ 12,400.00**
Task 7. Contingency (estimated at approximately 10% of project)	Based on Hourly Rates As-Needed		As-Needed	**$ 25,000.00**
Total Estimated Base Cost (no contingency)				**$ 267,024.50**
Total Cost with Contingency				**$ 292,024.50**

TABLE 2. DETAILED COST SCHEDULE

Compton NPDES Sampling (2019-20) (Excludes LA River Site S10 and Dominguez Channel Site DOM-RW-DCE01)			Task Description																				Total Hours	Total Cost
			Task 1. Project Management and Coordination		Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW (1 RCVW Site (R1) and 3 outfalls)		Task 3. Equipment, Installation, and Maintenance		Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)		Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)		Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)		Task 5. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads		Task 6. Draft and Final Monitoring Report		Task 7. Contingency (estimated at approximately 10% of project)			
Alta Title		Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Senior Principal		$ 225.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Principal		$ 215.00	12	$ 2,580.00	8	$ 1,720.00	10	$ 2,150.00	8	$ 1,720.00	4	$ 860.00	4	$ 860.00	2	$ 430.00	8	$ 1,720.00		$ -	56	$ 12,040.00
Senior III		$ 190.00	24	$ 4,560.00	24	$ 4,560.00	56	$ 10,640.00	24	$ 4,560.00	64	$ 12,160.00	4	$ 760.00	48	$ 9,120.00	24	$ 4,560.00		$ -	268	$ 50,920.00
Senior II		$ 180.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Senior I		$ 170.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Staff III		$ 160.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Staff II		$ 155.00	4	$ 620.00	10	$ 1,550.00		$ -		$ -	42	$ 6,510.00		$ -	96	$ 14,880.00	24	$ 3,720.00		$ -	176	$ 27,280.00
Staff I		$ 145.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Associate III		$ 130.00	4	$ 520.00	24	$ 3,120.00	64	$ 8,320.00	84	$ 10,920.00	120	$ 15,600.00	20	$ 2,600.00		$ -		$ -		$ -	316	$ 41,080.00
Associate II		$ 120.00	4	$ 480.00	12	$ 1,440.00	16	$ 1,920.00	54	$ 6,480.00	48	$ 5,760.00	20	$ 2,400.00		$ -	20	$ 2,400.00		$ -	174	$ 20,880.00
Associate I		$ 115.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Specialist III		$ 90.00		$ -		$ -		$ -		$ -	48	$ 4,320.00	24	$ 2,160.00		$ -		$ -		$ -	72	$ 6,480.00
Specialist II		$ 85.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Specialist I		$ 70.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Financial Analyst II		$ 77.00	2	$ 154.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 154.00
Administrative I		$ 51.00	2	$ 102.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 102.00
	Labor Fee Costs		**52**	**$ 9,016.00**	**78**	**$ 12,390.00**	**146**	**$ 23,030.00**	**170**	**$ 23,680.00**	**326**	**$ 45,210.00**	**72**	**$ 8,780.00**	**146**	**$ 24,430.00**	**76**	**$ 12,400.00**	**0**	**$ 20,000.00**	**1066**	**$ 178,936.00**
Subcontractor and ODCs	**Notes**	**Unit Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**		**Totals**
Mileage	$0.58/mile	$ 0.58		$ -	200	$ 115.00	500	$ 287.50	300	$ 172.50	720	$ 414.00	200	$ 115.00		$ -		$ -		$ -		$ 1,104.00
LADPW Access Permit	$1,320/area	$ 1,320.00		$ -	2	$ 2,640.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 2,640.00
Confined Space Equipment	$250/day	$ 250.00		$ -		$ -	2	$ 500.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 500.00
Traffic Control Subcontractor	$170/hr.	$ 170.00		$ -		$ -	4	$ 680.00		$ -	24	$ 4,080.00		$ -		$ -		$ -		$ -		$ 4,760.00
Autosampler	$250/event	$ 250.00		$ -		$ -		$ -	3	$ 750.00	9	$ 2,250.00	2	$ 500.00		$ -		$ -		$ -		$ 3,500.00
Flow Meter with sensor	$325/event	$ 325.00		$ -		$ -		$ -	3	$ 975.00	9	$ 2,925.00	2	$ 650.00		$ -		$ -		$ -		$ 4,550.00
Autosampler Teflon lined tubing	$2/foot	$ 2.00		$ -		$ -	400	$ 800.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 800.00
Installation Materials-RW	$1000/site	$ 1,000.00		$ -		$ -	1	$ 1,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 1,000.00
Installation Materials-Outfalls	$150/site	$ 150.00		$ -		$ -	3	$ 450.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 450.00
YSI 6600 Multiparameter Data Sonde	$175/day	$ 150.00		$ -		$ -		$ -	3	$ 450.00	6	$ 900.00	2	$ 300.00		$ -		$ -		$ -		$ 1,650.00
Sampler Pole	$35/event	$ 35.00		$ -		$ -		$ -	3	$ 105.00	9	$ 315.00		$ -		$ -		$ -		$ -		$ 420.00
Ice	$5/bag	$ 5.00		$ -		$ -		$ -	12	$ 60.00	27	$ 135.00	6	$ 30.00		$ -		$ -		$ -		$ 225.00
Analytical RW-Wet	$2,661/sample	$ 2,661.00		$ -		$ -		$ -	3	$ 7,983.00		$ -		$ -		$ -		$ -		$ -		$ 7,983.00
Analytical-RW-Dry	$2,661/sample	$ 2,661.00		$ -		$ -		$ -		$ -		$ -	2	$ 5,322.00		$ -		$ -		$ -		$ 5,322.00
Analytical OF-Dominguez (Inc. High Res PCBs and DDTs	$4,529/sample	$ 4,529.00		$ -		$ -		$ -		$ -	5	$ 22,645.00		$ -		$ -		$ -		$ -		$ 22,645.00
Analytical OF-Compton Creek	$2,661/sample	$ 2,661.00		$ -		$ -		$ -		$ -	6	$ 15,966.00		$ -		$ -		$ -		$ -		$ 15,966.00
Aquatic Toxicity	$1,200/sample	$ 1,200.00		$ -		$ -		$ -	3	$ 3,600.00		$ -	1	$ 1,200.00		$ -		$ -		$ -		$ 4,800.00
Bioassessment (BMI)	$15,000/event	$15,000.00		$ -		$ -		$ -		$ -		$ -	1	$ 15,000.00		$ -		$ -		$ -		$ 15,000.00
Shipping to Vista Analytical (High Res)	$225/event	$ 225.00		$ -		$ -		$ -		$ -	3	$ 675.00		$ -		$ -		$ -		$ -		$ 675.00
Fee on Subs/ODCs	15%			$ -		$ 413.25		$ 557.63		$ 2,114.33		$ 7,545.75		$ 3,467.55		$ -		$ -		$ -		$ 14,098.50
	ODCs Cost			**$ -**		**$ 3,168.25**		**$ 4,275.13**		**$ 16,209.83**		**$ 57,850.75**		**$ 26,584.55**		**$ -**		**$ -**		**$ 5,000.00**		**$ 113,088.50**

	Task 1. Project Management and Coordination	Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW (1 RCVW Site (R1) and 3 outfalls)	Task 3. Equipment, Installation, and Maintenance	Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)	Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)	Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)	Task 5. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	Task 6. Draft and Final Monitoring Report	Task 7. Contingency (estimated at approximately 10% of project)	Total	Total
Total Cost Estimate (Labor and ODCs)	**$ 9,016.00**	**$ 15,558.25**	**$ 27,305.13**	**$ 39,889.83**	**$ 103,060.75**	**$ 35,364.55**	**$ 24,430.00**	**$ 12,400.00**	**$ 25,000.00**	**$ -**	**$ 292,024.50**

TABLE 3. ANALYTICAL COST SCHEDULE

Requirement	Parameter group*	Parameter	Price	RW-Wet	RW-Dry	OF-Dominguez	OF-Compton Creek
Permit Table E-2	Conventional Pollutants	Oil and grease	$ 40.00	x	x		
		Total Phenols	Included	x	x		
		Cyanide	$ 35.00	x	x	x	x
	Bacteria (2-1,600,000 MPN/100ml)	Total coliform	$ 80.00	x	x		
		Enterococcus	$ 70.00	x	x		
		Fecal coliform	$ 80.00	x	x		
		E. coli	$ 50.00	x	x	x	x
	General	Dissolved Phosphorus	$ 45.00	x	x	x	x
		Total Phosphorus	$ 45.00	x	x		
		Total Suspended Solids	$ 20.00	x	x	x	x
		Total Dissolved Solids	$ 20.00	x	x	x	x
		Volatile Suspended Solids	$ 40.00	x	x		
		Total Organic Carbon	$ 35.00	x	x		
		Total Petroleum Hydrocarbon	$ 50.00	x	x		
		Biochemical Oxygen Demand	$ 40.00	x	x		
		Chemical Oxygen Demand	$ 70.00	x	x	x	x
		Total Ammonia-Nitrogen	$ 45.00	x	x	x	x
		Total Kieldahl Nitrogen	$ 50.00	x	x	x	x
		Nitrate-Nitrite	$ 35.00	x	x	x	x
		Alkalinity	$ 16.00	x	x		
		Specific Conductance	$ 10.00	x	x	x	x
		Total Hardness	$ 20.00	x	x	x	x
		MBAS	$ 40.00	x	x		
		Chloride		x	x	x	x
		Fluoride	$ 40.00	x	x	x	x
		Methyl tertiary butyl ether (MTBE)	Included	x	x		
		Perchlorate	$ 50.00	x	x		
	Metals	Total and Dissolved	$ 200.00	x	x	x	x
		Chromium (Hexavalent)	$ 75.00	x	x	x	x
		Mercury	$ 60.00	x	x	x	x
	Semivolatile Organic Compounds	See Table E-2	$ 250.00	x	x		
	Chlorinated Pesticides	See Table E-2	$ 90.00	x	x		
	Polychlorinated Biphenyls (PCBs)	Aroclors	$ 60.00	x	x		
		Congeners	$ 300.00	x	x		
	Organophosphate Pesticides	See Table E-2	$ 290.00	x	x		
	Herbicides	See Table E-2	$ 265.00	x	x		
Total Permit Table E-2 Costs			**$**				**2,616.00**
Additional		Suspended Sediment Concentration	$ 45.00	x	x	x	x
		Hi-Res PCBs	$ 986.00			x	
		Hi-Res DDTs	$ 882.00			x	
Total First Event/Sample				**$ 2,661**	**$2,661**	**$ 2,688**	**$ 820**
Total Subsequent Events/Sample				**$ 2,661**	**$2,661**	**$ 4,529**	**$ 2,661**

*Field parameters are included in equipment costs(pH, specific conductance, temperature, dissolved oxygen, turbidity, salinity, flow)

April 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO PURCHASE UPGRADED COMPUTER EQUIPMENT FROM OLD AMERICAN INCORPORATED FOR THE EMERGENCY OPERATION CENTER IN RESPONSE TO COVID-19 ($21,878.00)

SUMMARY

Adoption of the attached resolution will amend the 2019-2020 Fiscal Year Budget to transfer Twenty One Thousand Eight Hundred Seventy Eight Dollars ($21,878.00) in funds between accounts and authorize the City Manager to accept the bid of Old American Incorporated to purchase upgraded computer equipment for the Emergency Operation Center in response to COVID-19 and issue a purchase order in the amount of $21,878.00.

BACKGROUND

In response to COVID-19, the City Manager conducted an evaluation of the current Emergency Operation Center and found that it was working with outdated equipment that is insufficient for staffing needs in case of an emergency. It is the desire that the Emergency Operation Center be brought up to speed and have the capacity to manage a large-scale emergency.

Staff sought quotes for the purchase the upgraded equipment for the Emergency Operation Center and received the following bids:

VENDOR	AMOUNT
J. Biz Service	$28,304.97
Arlington Computer Products	$24,689.29
Old America Incorporated	$21,877.35

Staff reviewed the submitted bids and after review, selected the bid of Old America Incorporated as the lowest responsible bidder.

Old American Incorporated is an international asset and technology management firm that was founded in 1996 providing asset capitalization services. The company's line of business includes renting or leasing computers and related data processing equipment for the last 20 years. Old American's software solutions were developed and designed to serve the specialized needs of midsized organizations.

FINANCIAL IMPACT

The City Manager's Information Technology Division 2019-2020 Fiscal Year Budget must be amended to cover the expense as follows:

TRANSFER FROM:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-510-IT0-4222	Computer Software	$ 21,878.00

TRANSFER TO:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-510-IT0-4335	Office Furniture & Equipment	$ 21,878.00

Subsequent to the budget amendment, funds will be available in the 2019-2020 Fiscal Year budget in Account No. 1001-510-IT0-4335.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO PURCHASE UPGRADED COMPUTER EQUIPMENT FROM OLD AMERICAN INCORPORATED FOR THE EMERGENCY OPERATION CENTER IN RESPONSE TO COVID-19 ($21,878.00)

WHEREAS, in response to COVID-19, the City Manager conducted an evaluation of the current Emergency Operation Center and found that it was working with outdated equipment that is insufficient for staffing needs in case of an emergency; and

WHEREAS, staff requested quotes from three (3) companies for the purchasing and upgrading the current computer equipment, with the following quotes received:

VENDOR	**AMOUNT**
J. Biz Service	$28,304.97
Arlington Computer Products	$24,689.29
Old America Incorporated	$21,877.35

WHEREAS, staff reviewed the submitted bids and after review, selected the bid of Old American Incorporated as the lowest responsible bidder; and

WHEREAS, Old American Incorporated is an international asset and technology management firm that was founded in 1996 providing asset capitalization services. The company's line of business includes renting or leasing computers and related data processing equipment for the last 20 years. Old American's software solutions were developed and designed to serve the specialized needs of midsized organizations; and

WHEREAS, funds for this expenditure will require an amendment to the City Manager's Information Technology Division 2019-2020 Fiscal Year Budget.

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

Section 1. That the 2019-2020 Fiscal Year budget shall be amended to transfer funds as follows:

TRANSFER FROM:

ACCOUNT NO.	**DESCRIPTION**	**INCREASE**
1001-510-IT0-4222	Computer Software	$ 21,878.00

TRANSFER TO:

ACCOUNT NO.	**DESCRIPTION**	**INCREASE**
1001-510-IT0-4335	Office Furniture & Equipment	$ 21,878.00

Section 2. That the bid for Old American Incorporated in the amount of Twenty-One Thousand Eight Hundred Seventy-Seven Dollars and Thirty-Five Cents to purchase upgraded computer equipment for the Emergency Operation Center is hereby accepted and all other bids rejected.

Section 3. That the City Manager is authorized to issue a purchase order for upgraded computer equipment and software to Old American Incorporated in the amount of $21,878.00.

Section 4. That subsequent to the budget amendment, funds will be available in the 2019-2020 Fiscal Year budget in Account No. 1001-510-IT0-4335.

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

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

ADOPTED this ____day of _____, 2020.

_____
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, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____, 2020.

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

QUOTATION: AL-454-r2

OLD AMERICAN INCORPORATED

"Over 88,000 individual users serviced in data base systems, data warehousing, business analytics, and document management."

TOP 5 HPE
Support Contract Specialist (SCS)
by Volume North America

Quote Date: 4/2/2020

Prepared for: City of Compton

Prepared by: Frank Mannarino
500 Newport Center Drive
Suite 620
Newport Beach, CA 92660
(847) 361-9387
frankm@oldamericaninc.net

This quote is valid until 7/1/2020

Qty	Part Number	Description	Unit Price	Extended Price (USD)
10	7YB06UT#ABA	HP ProOne 600 G5 AiO NT Intel i5- 9500, 256GB SSD, DVD+/-RW, 8GB DDR4, W10P6 64bit, 3-3-3 Wty, 21.5in Display, AC+BT, Webcam	$ 829.00	$ 8,290.00
5	5YN17UT#ABA	HP 250 G7, Intel i5-8265U, 15.6 HD AG LED SVA, UMA, Webcam, 4GB DDR4, 500GB HDD, No Optical Drive, AC+BT, 3C Batt, W10 Pro64, 1yr Wrty	$ 523.00	$ 2,615.00
1	LNC8200	LocknCharge Carrier 10 Charging Station	$ 587.00	$ 587.00
3	MR45- HW	Cisco Systems : Meraki MR45 Cloud Managed Indoor AP	$ 602.00	$ 1,806.00
3	LIC-ENT- 1YR	Cisco Systems : Meraki MR Enterprise License, 1YR	$ 88.50	$ 265.50
2	MS125- 48LP-HW	Cisco Systems : Meraki MS125-48LP 10G L2 Cld-Mngd 48x GigE 370W PoE Sv	$ 1,902.00	$ 3,804.00
2	LIC- MS125- 48LP-1Y	Cisco Systems : Meraki MS125-48LP Enterprise License and Support, 1 Year	$ 122.00	$ 244.00
1	MX84- HW	Cisco Systems : Meraki MX84 Cloud Managed Security Appliance	$ 969.00	$ 969.00
1	LIC- MX84- SEC-1YR		$ 1,144.00	$ 1,144.00
1	SC450RM1U	APC BY SCHNEIDER ELECTRIC : Smart-UPS SC - UPS - Rack- mountable - line-interactive - AC 120 V - 280 Watt / 450 VA - Interfaces: 1 x management - RS- 232 - 9 pin D-Sub (DB-9) - 4 x power NEMA 5-15 - Grey	$ 119.00	$ 119.00

Sub Total:	$ 19,843.50
Tax @ 10.25%	$ 2,033.85
Shipping:	Free Ground
Total:	**$ 21,877.35**

Note: All requests for returns will be handled on an exception basis. All apporved RMA's will be subject to a 25% restocking fee.

Arlington Computer Products
851 Commerce Court
Buffalo Grove, Illinois 60089
United States
http://www.arlingtoncp.com
(P) 847-541-6694

Quotation (Open)

Date
Apr 02, 2020 08:16 AM CDT

Modified Date
Apr 02, 2020 04:29 PM CDT

Follow Up
04/08/2020

Doc #
676578 - rev 1 of 1

Description
HP ProOne600

SalesRep
Khalid, Yuri
(P) 8475416333

Customer Contact
Hernandez, Mario
(P) 310-605-5585
Mhernandez@comptoncity.org

Customer
City of Compton - Y (12-6055500)
Hernandez, Mario
205 S Willowbrook Ave
Compton, CA 90220
United States
(P) 310-605-5500

Bill To
City of Compton - Y
Payable, Accounts
205 S Willowbrook Ave
Compton, CA 90220
United States
(P) 310-605-5500

Ship To
City of Compton - Y
Cornwell, Craig
205 S Willowbrook Ave
Compton, CA 90220
United States
(P) 310-605-5500

Customer PO:	**Terms:** Undefined	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	List Price	% off List	Qty	Unit Price	Total
1		HP ProOne 600 G5 All-in-one - Core i5 9500 / 3 GHz - RAM 8 GB - SSD 256 GB - NVMe, TLC - DVD-Writer - UHD Graphics 630 - GigE, Bluetooth 5.0 - WLAN: 802.11a/b/g/n/ac, Bluetooth 5.0 - Win 10 Pro 64-bit - monitor: LED 21.5" 1920 x 1080 (Full HD) - keyboard: US - Smart Buy	7YB06UT#ABA	Yes	$1,019.00	7.39%	10	$943.73	$9,437.30
2		HP 250 G7 Core i5 8265U / 3.7 GHz - Win 10 Pro 64-bit - 4 GB RAM - 500 GB HDD - 15.6" 1366 x 768 (HD) - UHD Graphics 620 - Wi-Fi, Bluetooth - dark ash silver - kbd: US	5YN17UT#ABA	Yes	$599.00	9.71%	5	$540.83	$2,704.15
3		LocknCharge Carrier 10 Charging Station Cabinet unit (charge only) for 10 notebooks/tablets - lockable - steel - wall-mountable, desktop	LNC8200	Yes	$0.00	0.00%	1	$600.69	$600.69
4		Cisco Meraki MR45 Wireless access point - 802.11ac Wave 2, 802.11ax - Wi-Fi - Dual Band - DC power	MR45-HW	Yes	$1,449.00	40.12%	3	$867.64	$2,602.92
5		Cisco Meraki Enterprise Cloud Controller Subscription license (1 year) - 1 access point - hosted	LIC-ENT-1YR	Yes	$150.00	40.22%	1	$89.67	$89.67
6		Cisco Meraki Cloud Managed MS125-48LP Switch - managed - 48 x 10/100/1000 + 4 x 10 Gigabit SFP+ - desktop, wall-mountable	MS125-48LP-HW	Yes	$4,370.00	40.09%	2	$2,618.21	$5,236.42
7		Cisco Meraki Enterprise Subscription license (1 year) + 1 Year Enterprise Support - 1 switch	LIC-MS125-48LP-1Y	Yes	$255.00	40.76%	2	$151.07	$302.14

#	Image	Description	Part #	Tax	List Price	% off List	Qty	Unit Price	Total
8		Cisco Meraki MX84 Cloud Managed Security appliance - GigE - 1U - rack-mountable	MX84-HW	Yes	$1,995.00	40.01%	1	$1,196.83	$1,196.83
9		One Year License	LIC-MX84-SEC-1Y	Yes	$0.00	0.00%	0	$1,195.63	$0.00
10		APC Smart-UPS SC 450VA UPS (rack-mountable) - AC 120 V - 280 Watt - 450 VA - RS-232 - output connectors: 4 - 1U - gray	SC450RM1U	Yes	$259.00	40.38%	1	$154.41	$154.41
11		CA E WASTE FEE 15-35"	CAWASTEFEE2	No	$5.00	-2.00%	15	$5.10	$76.50

Subtotal:	**$22,401.03**
Tax (10.250%):	$2,288.26
Shipping:	$0.00
Total:	**$24,689.29**
(List Price:	*$29,261.00)*

J Biz Services
10207 SW 20th CT
Miramar, FL 33025
954-635-5010
info@jbizservices.com

Estimate

Date	Estimate #
4/1/2020	152

Name / Address
City of Compton 205 S Willowbrook Ave Compton, CA 90220

Project

Description	Qty	Rate	Total
SMART BUY PROONE 600 G5 AIO NT SYST I5-9500 256GB SSD 8GB DDR4 W10P6	10	1,050.027	10,500.27T
SMART BUY 250 G7 I5-8265U 1.6G SYST 4GB 500GB 15.6IN W10P 64BIT	5	599.00	2,995.00T
SMART-UPS SC 450VA 1U RM TWR PERP 120V 5-15P LINE-INT 4OUT 5-15R GRAY	1	259.00	259.00T
CISCO MERAKI MR45 CLOUD MNGD PERP INDOOR AP	3	981.98667	2,945.96T
Meraki MR Enterprise Cloud Controller License, 1 Year - Meraki MR Series Access Point - Subscription License 1 Access Point - 1 Year License Validation Period LICS AND SUP	3	135.00333	405.01T
CISCO MERAKI MS125-48LP 10G L2 PERP CLD MNGD 48X GIGE 370W POE SWITCH	2	3,199.89	6,399.78T
CISCO MERAKI 1YR MS125-48LP LICS ENTERPRISE LICS&SUP	2	245.00	490.00T
CISCO MERAKI MX84 CLOUD MANAGEDPERP SECURITY APPL	1	1,499.96	1,499.96T
CISCO MERAKI 1YR MX84 ADVANCED LICS SECURITY LICS AND SUP	1	2,000.00	2,000.00T
LocknCharge Carrier 10 Charging Station™ - Chromebook,Laptop,iPad,Tablet	1	809.99	809.99T
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$28,304.97

April 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A RELIEF FUND TO BENEFIT THOSE ADVERSELY IMPACTED BY THE SPREAD OF CORONAVIRUS (COVID-19) IN THE CITY OF COMPTON

SUMMARY

If approved by the City Council, this resolution approves a relief fund to be used to benefit those adversely impacted by the spread of Coronavirus (COVID-19) including Compton employees, residents, individuals experiencing homelessness, and businesses.

BACKGROUND

The Coronaviruis disease 2019 (COVID-19) is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease is a virus spread between people primarily by respiratory droplets produced during coughing, sneezing and normal exhalation. It may also spread from touching contaminated surfaces and then touching one's face.

The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. On March 4, 2020, California Govenor Gavin Newsom declared a State of Emergency. Locally, the Compton City Council declared a State of Emergency on March 17, 2020.

This public health crisis threatens everyone's way of life, but is especially challenging to those with pre-existing medical conditions, older adults, individuals experiencing homelessness, essential workers and front line responders. Also, COVID-19 has had, and continues to have a significant impact on the local economy by causing the temporary closure of local businesses.

STATEMENT OF ISSUE

In the interest of providing private benefits to front line responders, essential workers, homeless populations, and businesses, staff is requesting that the City of Compton establish a COVID-19 relief fund, whereby the City may accept donations from private, nonprofit, or other governmental agencies.

The donors shall have the right to control how their donated funds are used and where no direction is given, City administration shall direct the funds to provide COVID-19 relief.

FINANCIAL IMPACT

There is no fiscal impact to City funds with the adoption of this resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A RELIEF FUND TO BENEFIT THOSE ADVERSELY IMPACTED BY THE SPREAD OF CORONAVIRUS (COVID-19) IN THE CITY OF COMPTON

WHEREAS, the Coronavirus (COVID-19) is a virus spread between people primarily by respiratory droplets produced during coughing, sneezing and normal exhalation; and

WHEREAS, this virus may spread from touching contaminated surfaces and then touching one's face; and

WHEREAS, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19; and

WHEREAS, on March 4, 2020 as part of the state's response to address the global COVID-19 outbreak, California Governor Gavin Newsom declared a State of Emergency; and

WHEREAS, on March 11, 2020 California Public Health experts determined that non-essential gatherings should be postponed or canceled; and

WHEREAS, on March 17, 2020, the Compton City Council adopted Resolution 25,226 and declared the COVID-19 a state of local emergency; and

WHEREAS, on March 19, 2020 Governor Gavin Newsom issued a stay at home order to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; and

WHEREAS, this public health crisis threatens everyone's way of life, but is especially challenging to those with pre-existing medical conditions, older adults, individuals experiencing homelessness, essential workers and front-line responders; and

WHEREAS, COVID -19 has also had, and continues to have a significant impact on the local economy by causing the temporary closure of local businesses, while many residents have experienced layoffs and other financial hardships; and

WHEREAS, in the interest of providing relief to the City of Compton employees residents, individuals experiencing homelessness and businesses, the City Council would like to establish a COVID-19 relief fund, whereby the City may accept donations, services, equipment, supplies, and/or other things of value from private, nonprofit, or other governmental agencies; and

WHEREAS, the donations may then be utilized to provide assistance,equipment, or supplies to City stakeholders impacted by COVID-19; and

WHEREAS, a refundable deposit account has been set up to receive donations and provide assistance as follows:

Name	**Account Number**
Compton United Relief- COVID-19	7200-510-C19-2325; and

WHEREAS, private donors shall have the right to control how their donated funds are used and where no direction is given, City administration shall control how the funds are used for general COVID-19 relief; and

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

SECTION 1. That the City Council hereby establishes a COVID-19 relief fund.

SECTION 2. That the refundable deposit account has been set up to receive donations and provide benefits to those adversely impacted by COVID-19, including essential workers, front line responders, residents, individuals experiencing homelessness and businesses in the City of Compton.

SECTION 3. That the account number is established as follows:

Name	**Account Number**
Compton United Relief- COVID-19	7200-510-C19-2325

SECTION 4. That a certified copy of this Resolution shall be filed with the Offices of the City Manager, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2020.

_____
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 _____, 2020.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

April 14, 2020

TO: **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 A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR Z&K CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL REHABILITATION PROJECT, CIP #18-01, PHASE I ($216,960)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional services agreement with Z&K, Consultants, Inc. for the provision of construction management and inspection services for the Annual Residential Rehabilitation Project, CIP #18-01, Phase I and establish a purchase order in the amount of Two Hundred Sixteen Thousand Nine Hundred and Sixty Dollars ($216,960.00).

BACKGROUND

The Annual Residential Rehabilitation Project ("Project"), CIP #18-01 provides improvements to the below- specified streets within various areas throughout the City:

No.	Street Name	Limits
1	Myrrh Street	Santa Fe Avenue to East City Limits
2	Tajauta Avenue	Rosecrans Avenue to Compton Boulevard
3	Bradfield Avenue	Pixley Street to Compton Boulevard
4	Elva Avenue	Parmelee Avenue to 138th Street
5	Grandee Avenue	El Segundo Boulevard to 138th Street
6	Caldwell Street	Oleander Street to West City Limits
7.	Alondra Boulevard	Lime Street to East City Limits

The scope of services to be performed by the contracted consultant will the oversight and management of the construction of the CIP #18-01 Project (Phase I), which construction will be performed and completed within accordance with the plans, specifications and other contract documents and shall consist of the following general work descriptions: construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping,

markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items or details, not mentioned above, that are required by the plans and standard specifications.

An essential component of the construction of the Project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services. The construction management and inspection services to be provided for this Project shall include, but not limited to:

1. **Preconstruction Conference** – Outline project specifics. Inform contractor of project administration procedures.

2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.

4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

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

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

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

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

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

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

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

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

17. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.

18. **Final Walkthrough** – Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

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

STATEMENT OF ISSUE

On February 12, 2020, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On March 4, 2020, a total of three (3) proposals were received, reviewed and ranked by staff with the most responsive firms selected as follows:

Rank	Firm	Location	Amount
1	Z&K Consultants, Inc.	Orange, CA	$216,960
2	ERSC	Redlands, CA	$136,480
3	Transtech Engineers	Chino, CA	$545,650

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 Department and the City Manager's Office reviewed the proposals submitted. The committee reviewed the material in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals.

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

After evaluation of the proposals submitted, staff determined that the proposal and fee ($216,960) submitted by Z&K Consultants, Inc. was deemed the most responsive firm to provide the needed construction management and inspection services for this Project for the following reasons:

- Z&K Consultants, Inc. key members have over 30 years of experience in construction management and inspection for public agencies
- Z&K Consultants, Inc. provided a schedule that included project completion in 96 working days instead of 130 working days estimated in the request for proposal which will results in a time savings of 35 working days
- Z&K Consultants, Inc. is experienced in working with capital improvements projects utilizing federal, state, and local funding sources

Additionally, Z&K Consultants, Inc. is a woman-owned, certified small business (SBE) in California. Z&K Consultants, Inc. is a full-service civil engineering firm specializing in professional engineering services ranging from construction management, construction inspection, project management, structural engineering, plan review, and staff augmentation.

Furthermore, Z&K Consultants, Inc. is a leading provider of construction management and construction inspection services. Z&K has exceptional experience in construction management and inspections of projects for Southern California municipal agencies in the following project type: street improvements, ADA compliance, sidewalk, curb and gutter, curb ramps, and pavement rehabilitation/improvements.

FISCAL IMPACT

The Public Works 2019-2020 Fiscal Year budget has funds available as follows:

Account No.	Description	Amount
2200-710-000-4300	Capital Outlay	$157,860.90
2800-72H-168-4300	Capital Outlay	$ 59,099.10
		$216,960.00

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN STRICKLAND
PROJECT MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER TO Z&K CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL REHABILITATION PROJECT, CIP #18-01, PHASE I ($216,960)

WHEREAS, the Annual Residential Rehabilitation Project ("Project") CIP# 18-01, Phase I provides improvements to the below-specified streets within various areas throughout the City:

No.	Street Name	Limits
1	Myrrh Street	Santa Fe Avenue to East City Limits
2	Tajauta Avenue	Rosecrans Avenue to Compton Boulevard
3	Bradfield Avenue	Pixley Street to Compton Boulevard
4	Elva Avenue	Parmelee Avenue to 138th Street
5	Grandee Avenue	El Segundo Boulevard to 138th Street
6	Caldwell Street	Oleander Street to West City Limits
7.	Alondra Boulevard	Lime Street to East City Limits; and

WHEREAS, the scope of services to be performed by the contracted consultant will the oversight and management of the construction of the CIP #18-01 Project, which construction will be performed and completed within accordance with the plans, specifications and other contract documents; and

WHEREAS, an essential component of this Project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services; thus, on February 12, 2020, the Public Works Department ("Department") advertised to solicit proposals for construction management and inspection services for the Project from qualified firms and on March 4, 2020, a total of three (3) proposals were received, reviewed and ranked by staff with the most responsive firms selected as follows:

Rank	Firm	Location	Amount
1	Z&K Consultants, Inc.	Orange, CA	$216,960
2	ERSC	Redlands, CA	$136,480
3	Transtech Engineers	Chino, CA	$545,650

WHEREAS, selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications; fees are not an initial consideration; and

WHEREAS, the evaluation process used for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work; and

WHEREAS, after evaluation of the proposals submitted, staff determined that the proposal and fee submitted by Z&K Consultants, Inc. was deemed the most responsive firm to provide the needed construction management and inspection services for this Project for the following reasons:

- Z&K Consultants, Inc. key members have over 30 years of experience in construction management and inspection for public agencies
- Z&K Consultants, Inc. provided a schedule that included project completion in 96 working days instead of 130 working days estimated in the request for proposal which will results in a time savings of 35 working days
- Z&K Consultants, Inc. is experienced in working with capital improvements projects utilizing federal, state, and local funding sources; and

WHEREAS, Z&K Consultants, Inc. is a woman-owned, certified small business (SBE) in California. Z&K Consultants, Inc. is a full-service civil engineering firm specializing in professional engineering services ranging from construction management, construction inspection, project management, structural engineering, plan review, and staff augmentation; and

WHEREAS, Z&K Consultants, Inc. is a leading provider of construction management and construction inspection services. Z&K has exceptional experience in construction management and inspections of projects for Southern California municipal agencies in the following project type: street improvements, ADA compliance, sidewalk, curb and gutter, curb ramps, and pavement rehabilitation/improvements; and

WHEREAS, the selection committee recommends that Z&K Consultants, Inc. be awarded the contract for providing professional construction management and inspection services for this Project; and

WHEREAS, funds for this expenditure are available within the Public Works Department 2019-2020 Fiscal Year budget.

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

SECTION 1. That the proposal submitted by Z&K Consultants, Inc. is hereby accepted.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Z&K Consultants, Inc. for the provision of construction management and inspection services for the Annual Residential Rehabilitation Project (CIP# 18-01, Phase I) in the amount of Two Hundred Sixteen Thousand Nine Hundred Sixty Dollars ($216,960.00).

SECTION 3. That funds in the amount of $216,960.00 are available in the Public Works Department 2019-2020 Fiscal Year budget as follows:

Account No.	Description	Amount
2200-710-000-4300	Capital Outlay	$157,860.90
2800-72H-168-4300	Capital Outlay	$ 59,099.10
		$216,960.00

SECTION 4. That a purchase order in the amount of $216,960 is authorized to be established for Z&K Consultants, Inc. for services performed for construction management and inspection services related to the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase I).

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 _____, 2020.

_____
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 _____, 2020.

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

City of Compton

Public Works Department

Annual Residential Rehabilitation Project (Phase 1) CIP #18-01

Construction Management & Inspection Services

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

March 4, 2020

John D. Strickland, Jr. Project Manager
City of Compton Public Works Department
205 South Willowbrook Avenue
Compton, California 90220

Subject: Annual Residential Rehabilitation Project (Phase 1) CIP #18-01
Request for Proposals for Construction Management & Inspection Services

Dear Mr. Strickland,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Compton Public Works Department for the Annual Residential Rehabilitation Project (Phase 1) Project Construction Management and Inspection Services. Z&K is a woman-owned, METRO SBE Certified business located in Southern California that specializes in the provision of Construction Management, Construction Inspection, Plan Review, Project Management, Building Department Administration, Design, Staff Augmentation, and other Engineering Consulting Services.

The Z&K team will act seamlessly as an extension of City staff. Our team members' versatile experience in Construction Management and Inspection of major projects and staff augmentation for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding services on similar projects through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the projects to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as experts in construction management and inspection services. Our key team members have over 30 years of specialization experience in construction management and inspection services for public agencies. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve. The Z&K Team is prepared to quickly provide exceptionally qualified personnel. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFP. Our team can assist the City with all aspects of the requested services.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. The personnel listed in the proposal shall be available and assigned to the City based on illustrated workload. This cost proposal shall remain valid for a period of not less than 180 days from the date of submittal. The Z&K Team has current registrations with the California Department of Industrial Relations (Z&K DIR No. 1000029878) and is a California C Corporation. The Z&K Team will obtain a City of Compton Business license and provide the required evidence of insurance coverage within ten (10) business days of selection. The Z&K Team commits to making safety of the traveling public and the work crews the number one priority throughout the construction duration. We are excited about this opportunity to serve the City of Compton and are committed to the successful and early completion of this important project.

Sincerely,

Crystal Faqih
President, Z&K Consultants Inc.
247 E. Palmdale Ave | Orange, CA 92868
951.310.7470 | cfaqih@zandkconsultants.com

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Fee ..... Separate Envelope

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Company Overview

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

COMPANY OVERVIEW | FIRM BACKGROUND

Firm Background: Z&K Consultants Inc. (Z&K) is a leading provider of construction management and construction inspection services. Z&K has exceptional experience in construction management and inspection of projects for Southern California municipal agencies in the following project types/features: street improvements, buildings, bridges, interchanges, wastewater plants, pipelines projects, drainage improvements, libraries, parks, lighting, sports fields, bike trails, traffic signals, utility relocation, sewage systems, pump stations, channels, earthwork grading, landscaping and irrigation, grade separations, water systems, ADA compliance, sidewalk, curb and gutter, curb ramps, pavement rehabilitation/improvements, and public service facilities. Z&K is a full-service civil engineering firm specializing in professional engineering services ranging from construction management, construction inspection, project management, structural engineering, plan review, and staff augmentation. Z&K is teaming with FALCON Engineering Services (DBE) for Construction Management Services.

Z&K is a woman-owned, certified small business (SBE) in California. Our clients know that we are laser-focused on their success. Clients know that Z&K will deliver outstanding results for their projects – that is why approximately 90% of our business comes from repeat clients. We understand that sustaining our business and growing is dependent on the quality of services that we provide to our clients. **Z&K exclusively services public agencies.** Z&K has offices located in Orange, San Bernardino, Corona, Oceanside, and Riverside. *There is no potential conflict-of-interest with Z&K Consultants and the City of Compton.*

Z&K has extensive experience in Projects similar to the City of Compton Rehabilitation Project.

Over the last 10 years, the Z&K team has completed capital improvement projects, including:

- Numerous On-Call Construction Management and Inspection Contracts with Los Angeles County / City of San Bernardino / County of Riverside / Caltrans (CT)
- I-15/Limonite Avenue Interchange Project (City of Eastvale)
- SR-60 / Nason Interchange Improvement (City of Moreno Valley)
- SR-60 / Moreno Beach Interchange Improvement (City of Moreno Valley)
- Veteran Sports Park at Tustin Legacy (City of Tustin, CA)
- Infill Housing Sidewalk and Street Improvements (San Bernardino, CA)
- Pavement and Sidewalk Rehabilitation at Ten Locations (San Bernardino, CA)
- On-Call Construction Management, Inspection and Testing Services for Pavement Rehabilitation Program – Winchester Road (City of Temecula, CA)
- As-Needed Construction Inspection Services (Los Angeles County)
- SR-60/Nason Street Overcrossing (City of Morena Valley)
- I-215 / Van Buren Interchange Improvement (Riverside County)
- SR-91 / Van Buren Interchange Improvement (City of Riverside)
- I-10 / Citrus Interchange Improvement (SANBAG)
- I-10 / Cherry Interchange Improvement (SANBAG)
- Magnolia Avenue Grade Separation Improvement (Riverside County)
- River Road Bridge and Street Improvement (Riverside County)

These projects include funding from various propositions, STP programs, Metro On-Call, Federal / State/Local Funding/ Caltrans (CT), Local Assistance Procedures Manual (LAPM), with CT Oversight (OS), and CT Filing System Procedures.

Many of these projects have received the Construction Management Association of America (CMAA) and the American Public Works Association (APWA) awards for Excellence, Quality, Cost & Schedule Control. Key Z&K team members all have over 30 years' experience, completed many capital improvements projects with federal / state / local funding. **Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex transportation improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.**

FALCON ENGINEERING SERVICES | CONSTRUCTION MANAGEMENT SERVICES

FALCON was founded in 2007 and is a **METRO Certified DBE and SBE**. FALCON specializes solely in construction management and construction inspection services for public infrastructure projects. These types of projects include various freeway/rehabilitation (HMA, JPCP) pavements, interchanges, local street improvements, signalized intersections, and major road construction projects. Other project experience includes ADA compliance accessibilities, sidewalks, multi-use trails (hiking, equestrians, and bicyclist), dual pathways, drought-resistant landscaping, hardscaping, curb & gutter, median lanes, acceleration, and deceleration lanes, and wayfinding signage. FALCON will provide as-needed Inspection Services.

Z&K has **exceptional experience** in construction management and inspection of projects for Southern California municipal agencies in the following project types/features:

- Storm Drain Improvements
- Slope Repair
- Street Slurry Seal/Rehabilitation
- Concrete Improvements
- Playground and Park Renovation
- Pavement Improvements
- Street Lighting
- Intersection
- Improvements
- Street Improvements
- Sidewalk & Curb Ramps
- Storm Drain & Catch Basin Adjustments
- Street Resurfacing
- Street Concrete Rehabilitation
- Sign Relocation
- Curb and Gutter
- Utility Relocation
- Traffic Control
- Major Water & Wastewater Projects
- Dust, Debris and SWPPP Control
- ADA Compliance
- Mass and Fine Grading
- Landscaping & Irrigation
- Parks & Facilities
- Lift Stations
- Pipeline Projects

Our proposed team members are recognized as **experts** in construction management and inspection services. **Our key team members have over 30 years of specialization experience in construction management and inspection for public agencies.** The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve. The Z&K Team is prepared to quickly provide exceptionally qualified personnel. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFQ. Our team can assist the City with all aspects of construction management and inspection services. Our key personnel have **100% availability** for the City of Compton projects.

Knowledge of Standards, Procedures, and Regulations: Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Some of the requirements are as follows:

- Project Construction Documents
- City Codes & Ordinances
- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 30-hr OSHA Training Certification
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Local Assistance Procedures Manual (LAPM)
- Site Health and Safety Plan
- Project Safety Plan (PSP)
- City of Compton Standards and Design Manuals
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Caltrans Standards, Specifications, and Procedures
- Activity Hazard Analysis (AHA)

Qualification Statement: **It is our promise** that every construction manager and construction inspector assigned to your projects will be knowledgeable and experienced in all aspects of required field and office construction management work. Our proposed team has thorough knowledge and capabilities to provide the following (at a minimum):

- Pre-Construction Conference
- Management Information System (MIS)
- Review Traffic Control Plans
- Meeting
- Issues Management
- Schedule
- Cost Control
- Labor Compliance
- Request for Information (RFIs) & Submittals
- Change Orders
- Dispute Resolution
- Quality Control/Inspections
- Public Relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- "As-Built" Drawings
- Final Walkthrough
- Project Completion Report

Z&K versatile experience in Construction Management and Inspection Services of capital improvement and major infrastructure projects for the local jurisdictions makes the Z&K team uniquely qualified to provide construction management and inspection services for the City of Compton. Specifically, we offer:

Construction Management & Inspection Know-How: The construction management team proposed on this project have over **30 years** of experience in construction management, construction inspection, and project management. We have successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project.

Relevant Project Experience: Z&K has significant experience managing and inspecting construction projects on behalf of cities and public institutions including rehabilitation projects.

Complex Logistics: Our proposed team members are experts in managing occupied project sites and developing and implementing complex phasing plans that allow the efficient installation of construction without disruption to the occupants and their operations.

Local Knowledge: We are very proud of the work that we are doing and have completed in the local counties and cities. Our proposed construction management and inspection team is very excited to contribute our expertise within our own community.

Schedule Control: Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

INFILL HOUSING SIDEWALK AND STREET REHABILITATION IMPROVEMENTS, SAN BERNARDINO, CA

The Z&K Team is providing Construction and Project Management Services for this project. The project includes concrete improvements and pavement improvements of four major streets in the City of San Bernardino. The concrete improvements involved the removal and placement of sidewalk along both residential and commercial streets. Z & K personnel conducted a pre-construction walkthrough with the contractor to review traffic control, sign relocation, SWPPP control and to determine removal limits for concrete improvements. The walk through ensures the sidewalk and unclassified excavation/unclassified fill quantities will not be exceeded during construction. Additionally, Z & K personnel supervises the contractor and provides observation/inspection to ensure contractor is complying with project plans and specifications. The project includes over 40,000 square feet of new sidewalk as well as 250,000 square feet of new asphalt pavement. Z & K personnel reviewed contractor's traffic control plan, asphalt and concrete mix designs, and various other submittals. Additional improvements included cross gutters, curb & gutter, survey monument reestablishment, manhole/utility vault adjustments, and storm drain catch basin adjustment. The project cost was approximately $1.4 million.

Project Reference: Saba Engineer, Principal Civil Engineer | Phone: (909) 384-5284

STREET REHABILITATION AND RESURFACING AT TEN LOCATIONS, SAN BERNARDINO, CA

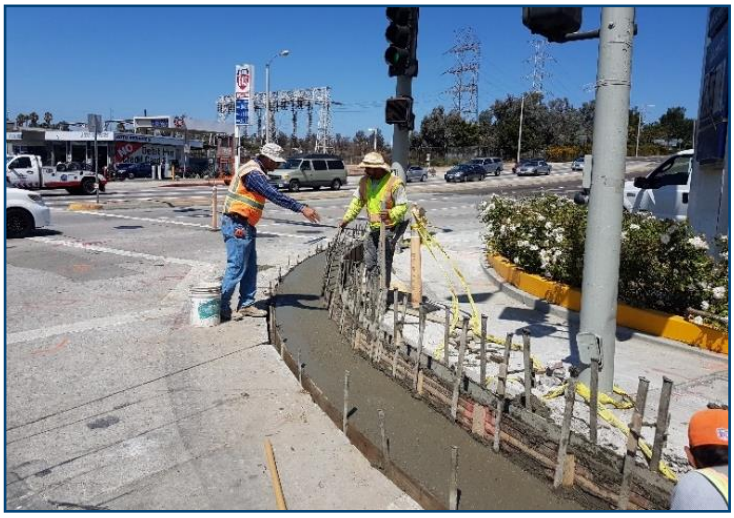
The Z&K Team is providing Construction and Project Management Services for this project. Z & K personnel performed constructability reviews of the project plans and specifications prior to the bid release. The project includes unclassified excavation/fill, coldmill & overlay, and concrete improvements of several streets. The project also includes tree removals and several manhole/utility adjustments. Z & K personnel coordinated the distribution of public notifications to several schools, churches, and residential homes affected by the placement of new sidewalk, driveway approaches, curb ramps, and pavement for this project. The project cost is approximately $4.5 Million.

Project Reference: Saba Engineer, Principal Civil Engineer | Phone: (909) 384-5284

AS-NEEDED CONSTRUCTION INSPCTION SERVICES, LOS ANGELES COUNTY

Example Projects:

- Slauson Avenue Revitalization, LACDPW, Los Angeles **($740k)**
- Firestone Blvd Street Rehabilitation Willowbrook Green Alley, Willowbrook, Ca **($2.4M)**



The Z&K Team was selected by County of Los Angeles to perform construction management as a subconsultant for this project which includes resurfacing of roadway pavement tire rubber modified asphalt concrete; reconstruction of curb and gutter, sidewalk, driveways, and curb ramps; construction of concrete pavement and crosswalks, and streetscape improvements; and the performance of other appurtenant work. **The Z&K team is effectively managing key issues including Schedule Control, Environmental Compliance, Communication, Cost Control, Contract Change Orders and Quality to ensure that the project is successfully completed within time and budget.**

Technical Features include: AC Paving, Concrete Paving, Curb Ramps (ADA Ramps), Sidewalk, Landscaping and hardscaping, Electrical Street lighting, Sign Relocation, Traffic Control, Adjusting manhole and Utility Vaults, Signals reconfiguration

Project Reference: Wael Faqih, Project Manager | Phone: (951) 264-2350

CITY OF TEMECULA ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND TESTING SERVICES FOR PAVEMENT REHABILITATION PROGRAM – WINCHESTER ROAD (JEFFERSON AVENUE TO YNEZ ROAD)

The Z&K Team is providing construction management, inspection, and testing services as a subconsultant for a pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers. The project cost is approximately $1.4 million. Technical Features include: Remove and replace existing asphalt pavement, Reconstruction of Traffic loops, Adjust Manholes, Sidewalk, Curb ramps, driveways, Adjust Valves for different utilities, Installation of Striping, Pavement Markers.

Project Reference: Wael Faqih, Project Manager | Phone: (951) 264-2350

I-215/VAN BUREN INTERCHANGE PROJECT – COUNTY OF RIVERSIDE (RCTD)

The Z&K Team provided full Construction Management support services and field personnel as a subconsultant to the Riverside County Transportation Department (RCTD) on the $32M, I-215/Van Buren Boulevard Interchange Improvements Project. The Riverside County Transportation Department (RCTD), in cooperation with the California Department of Transportation (Caltrans), March Joint Powers Authority (MJPA), and Riverside County Transportation Commission (RCTC), issued a construction contract to improve the I-215/Van Buren Interchange to accommodate the recent increase in traffic volumes and to facilitate future growth. The reconfiguration of the existing tight diamond interchange included the addition of a new eastbound to northbound entrance ramps, realignment and widening of Van Buren Boulevard, replacement of the existing bridge structures over the railroad and freeway, minor realignment of southbound I-215, and widening on Van Buren Blvd. and I-215 Freeway between Cactus Ave and Harley Knox. Work outside the interchange involved the addition of a traffic signal and street lighting, lighting at the northbound ramps, auxiliary lanes along I-215 between Van Buren Boulevard and Cactus Avenue, and acceleration/deceleration lanes south of Van Buren Boulevard. Various aesthetic treatments were proposed on the bridge structures, retaining walls, and decorative landscaping to reflect the area's military influence. Budget/No claims/Excellent Public Outreach.

Relevant Features: Local street improvements, Signalized intersections, Roadway widening, new alignment, Construct new Overcrossing Bridge, new ramps (on/off/on-loop ramp), Freeway widening (AC/JPCP), Acceleration/deceleration lanes, Drainage systems improvement / reconstruction, CIP-PS box girder bridge (single span), CIP-PS-Box Girder Bridge (OC), AC, JPCP freeway lane widening/ramps & ramp terminals, Driven piles & Abutments, MSE walls/retaining wall, Multi-agency coordination, Roadway widening, new alignment.

Project Reference: John Marcinek, Project Manager | Phone: (951) 955-3727

COMPANY OVERVIEW | PROPOSED KEY PERSONNEL

PROJECT TEAM SUMMARY

Our team members are multidisciplinary and have numerous licenses and certifications. Our proposed team is exceptionally strong and will assure the successful delivery of the City's projects.

Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of this contract to consistently deliver the City of Compton successful projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver this project with such benchmarks in mind.

Our proposed Z&K team has worked together on numerous projects and share great synergy. **Our proposed team members have over 30 years of experience in construction management of similar projects.** Mr. Faqih, Mr. Hunkle, and Mr. Dawson are all multidisciplinary and have numerous licenses and certifications. Our inspectors can perform all inspections resulting in **cost savings** for the City. The project team is **committed 100%** to this contract.

Zack Faqih, PE, CBO, MSCE, QSD/P
Construction Manager

EDUCATION AND PROFESSIONAL REGISTRATION:
MSCE – Structures Cal State Fullerton 2005
BSCE – Civil /Transportation Cal State LA 1985
» Professional Engineer, P.E. State of California, C57958
» Certified Accessibility Inspector/Plans Examiner
» Certified Building Official, C.B.O., CABO / ICC #3741
» Certified Plans Examiner, I.C.B.O., #1020345-60
» Certified Mechanical Inspector I.C.B.O. #1020345-40
» Certified Plumbing Inspector I.C.B.O. #1020345-30
» Certified Electrical Inspector I.C.B.O. #1020345-20
» SWPPP (QSD) & (QSP) Certificate # 22055
» OSHA 30 Hour Construction Safety & Health
» State Certified HERS Rater
» Certified Emergency Inspector
» C.G.B.P Certified Green Building Inspector
» Certified Special Inspector for Fire Proofing, Structural Welding, Structural Steel & Reinforced Concrete

Zack Faqih, PE will personally lead the Z&K Team. He will perform all Construction Management tasks and serve as the Construction Manager. Zack has over **30 years** of experience in project and construction management in both private and public sectors. Zack specializes in capital improvement projects and major public works infrastructure projects. He has served as the Deputy Building Official for numerous agencies. He has demonstrated expertise in all aspects of project and construction management through a wide range of responsibilities including budget analysis, contract negotiations, schedule development and assessment, constructability reviews, bid document review, project closure documentation, stakeholders and team coordination, quality control, quality assurance, and management of the flow of information between project members and stakeholders.

Gregory Hunkle, CBO, ICC Certified
Senior Construction Inspector

Mr. Hunkle will serve as a Senior Construction Inspector for this contract. Mr. Hunkle has over 27 years of experience providing quality control and quality assurance with extensive experience on major capital improvement projects. Mr. Hunkle has provided construction inspection services on numerous street rehabilitation projects, water/wastewater projects, storm drain improvement projects, and transportation projects. Mr. Hunkle also performs special inspection and is ICC certified.

Thomas Dawson, CBO
Senior Construction Inspector

Mr. Dawson will serve as a Senior Construction Inspector for this On-Call contract. Mr. Dawson has over 25 years of experience in construction management and inspection for Public Works projects. Mr. Dawson has been a Senior Construction Inspector on numerous public works projects ranging from street improvement projects, parks, facilities, storm drain improvements, and pipeline projects. He has also served as a building inspector for the County of Orange.

Patrick Fraire, BSCE
Construction Inspector

Mr. Fraire will serve as a Construction Inspector for this On-Call Contract. Mr. Fraire has served as the construction manager and construction inspector for various On-Call contracts including numerous projects for our On-Call contract with the City of San Bernardino. He has experience on street improvement and intersection projects, sidewalk projects, parks, and heavy-civil projects including bridge replacement and interchange projects.

Brittany Duhn, PE
Office Engineer/Document Control

Ms. Duhn will serve as the Office Engineer/Document Control for this Contract. Ms. Duhn has proven expertise in office engineering, CWSRF funding and labor compliance documentation and brings an organized, disciplined contract administration approach to the team. She has extensive experience in project management, construction management, and field inspections. She provided office engineering and site administration services for the $110M Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation for the City of Beaumont.

ORGANIZATION CHART

Key
(Z) Z&K Consultants, Inc.
(F) Falcon Engineering Services, Inc.

Principle-in-Charge
Crystal Faqih (Z)

Construction Manager
Zack Faqih PE, MSCE, QSD/P, CBO (Z)

Office Engineer/Document Control
Brittany Duhn, PE (Z)

Senior Construction Inspectors
Gregory Hunkle, CBO, ICC Certified (Z)
Thomas Dawson, CBO (Z)

Construction Inspector
Patrick Fraire (Z)

Alternate Sr. Construction Inspectors
Mohammad Khalaileh, PE (F)
Tariq Malik, PE (F)
Raymond Frangie (Z)

Alternate Construction Inspectors
Ahmad Faqih, PE (F)

Alternate OE/Document Control
Zaid Afanan, PE (F)

As Needed Resources
Technical Support Jamal Zughbi
Community Outreach Dennis Green
Senior Land Surveyor William Henry, PLS
Senior Landscape Architect Charles Lamb RA, BS
Soils/Geotechnical Engineer Hashmi Quazi, PhD, PE
Structural Engineer Ahmed Ibrahim, PhD, SE, PE, PP
Sr. Traffic/Signal Engineer Hernando Cotangco PE,TX
SWPPP/Environmental Specialist Dion Castro, QSP/D, TOR
AutoCAD/Microstation Designer Alfred Ramirez, BSCE

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements. They deliver their knowledge and expertise with tact and seamless integration with staff and outside agencies.

COMPANY OVERVIEW| REFERENCES

City of Chino
Amer Jakher, Director of Public Works
13220 Central Ave, Chino, CA 91710
ajakher@cityofchino.org | 909.334.3250
Project Cost: $110M
Project: WWTP Expansion /Renovation
& Brine Pipeline Installation Project

City of San Bernardino
Saba Engineer, Principal Civil Engineer
290 N D St, San Bernardino, CA 92401
Engineer_Sa@sbcity.org | 909.384.5284
Project Cost: $350K
On-Call Project Management &
Construction Management

Western Municipal Water District
Karl Francis, Deputy Director of Engineering
14205 Meridian Pkwy, Riverside, CA 92518
KFrancis@wmwd.com | 951.571.7287
Project Cost: $8M
Victoria Avenue Recharge Water Facility

City of Corona
Aftab Hussain, Maintenance Manager
400 S Vicentia Ave, Corona, CA 92882
aftab.hussain@coronaca.gov | 909.202.5981
Project Cost: $110M
Project: WWTP Expansion /Renovation
& Brine Pipeline Installation Project

GKK Works/Cannon Design
Brandon Deckker, Constuction Director
2355 Main Street Suite 220, Irvine, California 92614
bdekker@cannondesign.com | 949.265.8952
Project Cost: $28M & 4.7M
Veterans Sports Park at Tustin Legacy &
Yvonne Burke John Ham Park Community Center

Inland Empire Utility Agency
Jamal Zughbi, Senior Civil Engineer
6075 Kimball Avenue Building
"B", Chino, California 91708
jzughbi@ieua.org | 909.993.1698
Water Quality Laboratory &
Central Chiller Plant Expansion

Approach and Methodology

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

Approach & Methodology

Z&K has **exceptional experience** in construction management and inspection of projects for Southern California municipal agencies in the following project types/features:

- » Cold Mill
- » ARHM Pavement
- » AC Base Course
- » Aggregate Base
- » Full Depth AC Slot Pavement
- » Curb & Gutters
- » Sidewalks
- » Cross Gutter
- » Alley Intersection
- » Driveway Approach
- » Curb Ramps
- » Signing
- » Striping
- » Markings
- » Pavement Legends
- » Speed Hump
- » Traffic Signal Loop
- » Adjust to grade existing sewer manhole
- » Water Valve
- » Water Meter
- » Storm Drain Manhole

Scope of Work

Pre-Construction Conference	
Function	Outline project specifics. Inform contractor of project administration procedures.
Deliverables	Meeting agenda & meeting minutes.
Z&K Approach and Methodology	As the first order of work, Z&K will schedule a kick-off meeting to establish a line of communication as well as the protocol and procedures to be used throughout the project. The Project Manager and Design Engineer will be invited to discuss the intent of the plans as well as any coordination, operational, permit, or funding concerns. Z&K will schedule, coordinate, and conduct a pre-construction conference. An agenda will be prepared in advance to notify attendees of key items for discussion. At the pre-construction meeting, we will discuss special contract and/or concerns, and establish the protocol to be used throughout the project. Z&K will distribute meeting minutes to all parties in attendance. The meeting will highlight the contractor's responsibility for items such as: • Order of work • Permit and environmental agreements • Safety and access • Progress pay requests • Labor Compliance • Submittals, RFIs and CCOs • Quality control and materials certification Schedule updates and weekly meeting
Management Information System (MIS)	
Function	Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

Deliverables	Paper files, digital files, correspondence logs.
Z&K Approach and Methodology	Prior to the commencement of construction, Z&K will establish a cloud-based construction administration and filing system that saves time and reduces risk. Z&K will utilize a proven system such as EADOC to integrate information from the Design Engineer, Construction Manager, and Owner's teams to ensure a consistent and reliable avenue of communication for all project stakeholders. Our proposed office administrator will be responsible for setting up the document control system. The cloud-based document tracking system will log, track, and process all correspondence, submittals, RFIs, cost quotations, potential change orders, change orders, claims, progress payment requests, and other documents received. At project completion, the mater set of project files will be indexed and turned over to the City. The Master set of the project files will be submitted in both hard and digital formats.
Review Traffic Control Plans	
Function	Review contractor's plans for traffic control, detours, shutdowns and access for emergency vehicles. Review of phasing plan/sequence of work.
Deliverables	Review traffic control plan & phasing plan.
Z&K Approach and Methodology	Z&K has extensive experience with all types of traffic control processes, including City and County streets and Caltrans right-of-way, night closures, and traffic control. The Inspectors will work closely with the Construction Manager in performing traffic control inspections and work will not be allowed to begin until the closure conforms to the approved Traffic Control Plan. Our staff is familiar with the traffic control standards in the Work Area Traffic Control Handbook (WATCH) Manual and the Manual of Uniform Traffic Control Devices (MUTCD) and will verify that the Contractor implements the requirements in their traffic control plans.
Meetings	
Function	Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
Deliverables	Meeting agenda & meeting minutes.
Z&K Approach and Methodology	Coordinate weekly site meetings with the Contractor and City staff and prepare and distribute meeting summaries.
Issues Management	
Function	Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
Deliverables	Design clarifications. Contract change orders.
Z&K Approach and Methodology	Z&K will develop a comprehensive risk matrix to identify project risks and provide recommendations on mitigating these risks. We have already developed a preliminary risk matrix based on our similar project experience and review of the available documents.
Schedule	

Function	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
Deliverables	Schedule reports and recommendations of "As-built" schedule.
Z&K Approach and Methodology	The Z&K Team will prepare a master project schedule. Z&K will routinely review the contractor's schedule update to the baseline schedule and identify potential areas of delay to the critical path. From the weekly look ahead schedule, the team will ascertain that the schedule logic, milestones, and floats are within allotted tolerances. The Z&K team will provide a critical path method schedule to monitor the project progress closely, define the critical path tasks, and provide, on a monthly basis, an update of accomplishments and projected project schedule goals for the following month. As work progresses, we will update the schedule to reflect the percent complete and forecast completion.
Cost Control	
Function	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments. Myrrh Street is CDBG funded and requires separate paperwork review and processing.
Deliverables	Budget reports and cost estimate reviews.
Z&K Approach and Methodology	Z&K has successfully delivered numerous public works projects involving federal and state funding. Our Construction Management Plan (CMP) ensures project documentation complies with funding requirements. This results in an efficient monthly pay application and project closeout process. The project budget will be closely monitored, and the team will communicate any anticipated changes to the City. Strict compliance with the original scope of work and initial construction cost budget can be achieved through continuous, and timely communications with City staff.
Labor Compliance	
Function	Provide labor compliance report (s)
Deliverables	Provide labor compliance report (s) to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
Z&K Approach and Methodology	Perform labor compliance tasks including verifying certified payrolls, DBE utilization, subcontractor utilization, and labor interviews.
Request for Information (RFIs) & Submittals	
Function	Review Request for Information (RFIs) and submittals received from the Contractor. Log in and distribute to appropriate parties.
Deliverables	Provide a list of RFIs and responses. Provide a list of submittals and responses.
Z&K Approach and Methodology	Z&K and our EADOC contract administration system will log, track, manage the distribution, and ensure timely review of all submittals and RFIs. The log will identify each submittal and resubmittal, the date received, when the submittal, is returned to the contractor, the action required, and other pertinent information. We will coordinate with the Design Engineer for their review of technical submittals and RFIs and any required design revisions. Z&K will coordinate the review of shop and working drawings submitted by the

	Contractor for compliance. Submittal and RFI reviews will be prompt and normally will not exceed two weeks. We will prepare a list of expected including technical submittals to be reviewed by the Design Engineer and compare it to the Contractor's list of submittals.
Change Orders	
Function	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
Deliverables	Independent cost estimate change orders ready for execution of change order summary reports.
Z&K Approach and Methodology	Z&K works proactively to eliminate or reduce project impacts from change orders. Z&K will provide first-line management of CCO administration including: • Review and evaluation of CCO requests • Project mitigation such as possible alternatives and negotiation as the City's advocate • Written approval from the City's Project Manager prior to approval of any extra work • Investigation and inspection of site conditions that differ from those described in the contract documents • Schedule impact and analysis and verification; recommendations to the project Owner on acceptance; and impact mitigation • Review of submittals in support, and recommendation for resolution, of claims and disputes • Verification of costs (estimating)
Dispute Resolution	
Function	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
Deliverables	Dispute avoidance procedures and give recommendations.
Z&K Approach and Methodology	Develop and implement an Alternate Dispute Resolution ladder to resolve construction issues in a timely manner. As your Construction Manager, we will evaluate any potential claims from the Contractor – first for whether there is entitlement and secondly what the fair and reasonable amount of the entitlement we will recommend to the City to pay the Contractor.
Quality Control/Inspection	
Function	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
Deliverables	Photography and videotapes project files.
Z&K Approach and Methodology	Z&K will provide full-time on-sire daily Inspectors for each project. The Inspector's primary duties will be to inspect and verify all work in place meets

	the requirements of the contract plans and specifications, shop drawings, and change orders as well as maintenance of project documentation. • Monitor corrective actions taken by the contractor for work that is not in compliance with the contract documents and needs to be fixed • Field Inspection Diaries (to be submitted weekly). • Digital photos and/or video documentation prior to work, with work in progress, and upon acceptance of work. • Monitor record documents monthly to determine if they are being maintained by Contractor • Review the Contractor's compliance with regulatory permits and mitigation measures. • Review the contractor's compliance with stormwater regulations and SWPPP. • Review the Contractor's compliance with workplace safety and health standards and notify the City of non-compliance • Review materials/hardware delivered to the site for compliance with approved submittals.
Public Relations	
Function	Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.
Deliverables	Verbal and written notices delivered to local businesses.
Z&K Approach and Methodology	Z&K will provide community outreach and manage public relations for the duration of the project. The services will include, at a minimum, the following: • Prepare and distribute information materials for the public including project fact sheets and project updates. • Establish and manage a construction hotline and email address for project stakeholders, residents, and interested parties to call with construction issues and concerns. We will log calls and provide monthly reports to the City on efforts. • Attend community meetings as needed to address the public. • Manage public inquiries for the contractor and the City. • Document and investigate public complaints. We will advise the City of concerns and findings. We will assist the City with complaints as needed.
Permit/Environmental Compliance	
Function	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
Deliverables	Daily inspection reports and correspondence.
Z&K Approach and Methodology	In addition to the construction activities, the project team must also review and enforce the requirements stipulated in the permits issued by the regulatory and environmental agencies. Our team has extensive experience working with the State Department of Fish and Wildlife, Department of Water Resources, and other state and federal agencies that may have input on the project.
Progress Payments	

Function	Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.
Deliverables	Progress payment request documents
Z&K Approach and Methodology	The Z&K Construction Manager and Inspection staff bring a detailed understanding of the City processes for administering Contractor payment per the City's standards & procedures. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will reconcile the work done with the pay requests. Z&K will work with the Contractor on required corrections to the pay requests and ensure that they are in the format and forms required by the City. The pay requests will be submitted to the City with a statement that they have been reviewed. Z&K will keep accounts of all pay requests including amounts retained, dates submitted, dates paid, actual payments, changes in contract amounts, and any other pertinent information. Z&K will continually keep the City updated with the accounting.
Monthly Status Reports	
Function	Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.
Deliverables	Monthly report.
Z&K Approach and Methodology	Preparation and submittal of a monthly Construction Manager progress report with a monthly progress payment request. The monthly progress report will include: • An overview of work accomplished during the previous month • An overview of work to be accomplished the following month. • An updated schedule (based on the Contractor's schedule of values). • A list of problem areas, if any, and proposed corrective actions. • A bar graph comparing the monthly and cumulative invoiced amounts with the total authorized CM budget. • Review the Contractor pay request and reconcile the work done with the pay request. Submit the requests to the City along with a written statement that they have been reviewed. • Stop Notices: Track and log all Preliminary Notices and all Stop Notices for the City. We will provide the City notice of any problems with making payments due to stop notices within 12 hours of being notified. • Tracking and Logging: Keep accounts of all pay requests including amounts retained, dates submitted, dates paid, actual payments, changes in contract amounts, and any other pertinent information.
Site Safety	
Function	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.
Deliverables	Accident reports and monthly reports.

Z&K Approach and Methodology	Z&K recognizes that job site safety is the highest priority on any work site and requires vigilance by everyone. Z&K Inspection staff is knowledgeable with the Caltrans Safety Manual and the OSHA Construction Safety Orders. The Inspectors will attend the Contractor's and City's Safety Meetings and promote safety throughout the life of our contract. Z&K will review, monitor, document and enforce contractor safety procedures for compliance with laws and regulations for all shoring, trenching, and excavation safety. If any safety violations occur, Z&K will take immediate action to correct the issue and report any incidents to the City.
"As-Built" Drawings	
Function	Collect, review, and transmit contractor's As-Built Plans to engineer.
Deliverables	Data for record drawings.
Z&K Approach and Methodology	Coordinate preparation of the record drawings with the Design Engineer. The record drawings will include CADD files and printed mylars. We will manage the Design Engineer's performance on the record drawings and check the record drawings prior to transferring to the City.
Final Walkthrough	
Function	Make final inspections, Prepare punchlist. Verify that required certificates of compliance, O&M manuals and asbuilt drawings have been delivered.
Deliverables	Punch list.
Z&K Approach and Methodology	The Z&K Team will check the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor and prepare the necessary punch lists. Z&K will conduct a final inspection/walk-through including maintenance and service personnel. The Team will issue a preliminary and final punch list.
Project Completion Report	
Function	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records.
Deliverables	Final progress payment, Notice of Completion and Final report. Deliver project records to the City.
Z&K Approach and Methodology	Deliver to the City an electronic notebook comprised of all accepted shop drawings, material test results, certifications, daily field inspection reports, meting minutes, conversation logs, and photo documentation. The notebook will be divided into logical sections and include a table of contents with hyperlinks. Prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to the City. The report will also include a section on future suggestions and lessons learned. Evaluate substantial completion and beneficial occupancy of the work; advise the City when the NOC should be filed. Upon the City's concurrence, prepare the NOC for the City to execute and file.

Technical Approach

The proposed schedule was developed using Primavera P6 technology. Z&K assumed that no construction will be conducted until the contractor gets an approved traffic control plan that make sure that the public will move around the construction safely and with minimum inconvenience.

Our Project Schedule includes a preliminary draft CPM Schedule demonstrating that this project can be completed in approximately ~ 96 – WD (time savings of approximately 35 WD). These estimates are supported by our preliminary construction schedule yielding a significant savings along with approximately 25% of overhead construction management and construction costs. The most significant saving is less inconvenience to the community and less City exposure due to shortened construction duration. This will help extend access project funds into other important projects.

As part of our due diligence, Z&K Consultants has met with two reputed local contractors to ensure that our Project Schedule is optimal and feasible. Our team members have achieved such savings on many other projects, so our track record and previous experience supports our proposal to the City.

Prompt Constructability Reviews and Alternative Construction Methods Allow for Cost and Schedule Savings. In order to deliver effective cost and schedule control, proper review time which allows for the identification of potential design problems as well as cost and savings opportunities must be a top priority. Upon notice-to proceed, our in-house design team will conduct a thorough constructability review that will focus on anticipating issues in the field and resolving them through fast and flexible upfront problem solving. This approach will result in timely completion of work, claims avoidance, and reduction of public inconvenience. Our team has identified the following key issues and action items from our preliminary constructability review:

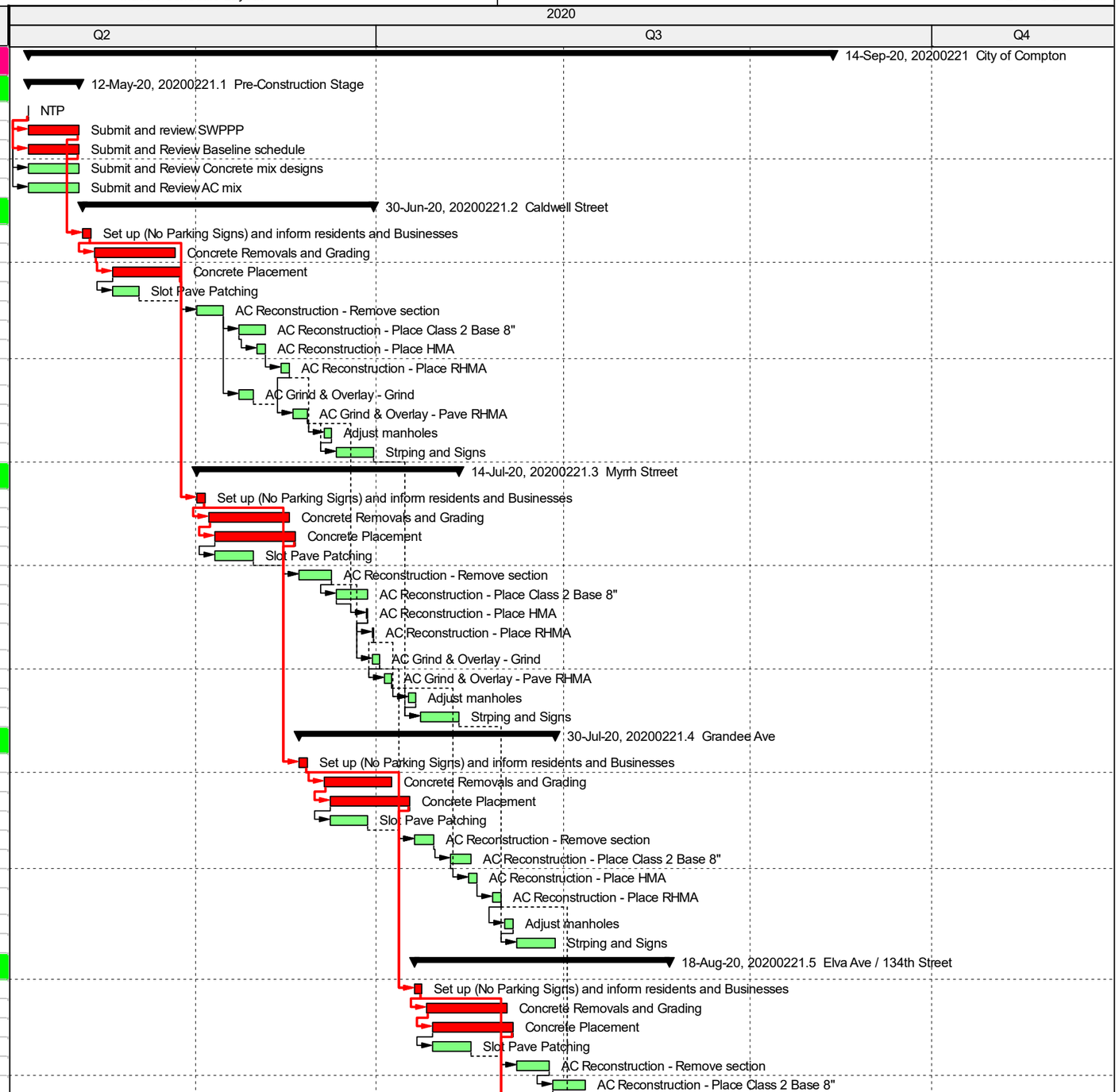
- Utility coordination: Communicate with utilities early since some of the manholes may need to be adjusted by the Owner and require utility coordination.
- Public outreach: Early notifications for residents and the local community reduce the number of claims and project delay. This Project is located between the Casino, High School and the Court House.
- Traffic Control: Promptly approve Traffic Control plans, taking into consideration that some intersections have cross gutters that need to be constructed into two stages and allow 3-5 days of cure either by using steel plates on top or route traffic to only one side of the intersection (not allowable most of the times).
- Documentation: Picture documentation before the project start is critical to protect residents and contractor from future claims.
- ADA Compliance: Our inspectors are experienced in ADA ramps and are able to make decisions to remove and replace extra areas of sidewalks to bring the ADA ramp to compliance.
- Concrete Quantities: Z&K will work closely with the Designer to ensure that the bid documents will be easy to track. It may be beneficial to have the concrete removal items (crosswalks, sidewalk and curbs) be paid by square feet and linear feet instead of concrete volume.
- Extra Work: Many areas the plans are calling for a 2" grind and overlay for an existing roadway. The roadway may be failing and would require a full section replacement which would result in a full removal of the AC section. The base may also need to be replaced which would be extra work. One of the first tasks for Z&K would be an in depth site visit to review these items.

Proposed Schedule of Work

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

Activity ID	Activity Name	Predecessors	Original Duration	Start	Finish
20200221 City of Compton			96	04-May-20	14-Sep-20
20200221.1 Pre-Construction Stage			7	04-May-20	12-May-20
010	NTP		0	04-May-20*	04-May-20
020	Submit and review SWPPP	010	7	04-May-20	12-May-20
030	Submit and Review Baseline schedule	010	7	04-May-20	12-May-20
040	Submit and Review Concrete mix designs	010	7	04-May-20	12-May-20
050	Submit and Review AC mix	010	7	04-May-20	12-May-20
20200221.2 Caldwell Street			35	13-May-20	30-Jun-20
060	Set up (No Parking Signs) and inform residents	020, 030	2	13-May-20	14-May-20
070	Concrete Removals and Grading	060	10	15-May-20	28-May-20
080	Concrete Placement	070	10	18-May-20	29-May-20
090	Slot Pave Patching	080	5	18-May-20	22-May-20
100	AC Reconstruction - Remove section	090, 080	5	01-Jun-20	05-Jun-20
110	AC Reconstruction - Place Class 2 Base 8"	100	5	08-Jun-20	12-Jun-20
120	AC Reconstruction - Place HMA	110	2	11-Jun-20	12-Jun-20
130	AC Reconstruction - Place RHMA	120	2	15-Jun-20	16-Jun-20
140	AC Grind & Overlay - Grind	100	3	08-Jun-20	10-Jun-20
150	AC Grind & Overlay - Pave RHMA	140, 130	3	17-Jun-20	19-Jun-20
155	Adjust manholes	150, 130	2	22-Jun-20	23-Jun-20
160	Strping and Signs	150, 155	5	24-Jun-20	30-Jun-20
20200221.3 Myrrh Strreet			32	01-Jun-20	14-Jul-20
170	Set up (No Parking Signs) and inform residents	060, 080	2	01-Jun-20	02-Jun-20
180	Concrete Removals and Grading	170	10	03-Jun-20	16-Jun-20
190	Concrete Placement	180	10	04-Jun-20	17-Jun-20
200	Slot Pave Patching	190	5	04-Jun-20	10-Jun-20
210	AC Reconstruction - Remove section	200, 190	4	18-Jun-20	23-Jun-20
220	AC Reconstruction - Place Class 2 Base 8"	210	4	24-Jun-20	29-Jun-20
230	AC Reconstruction - Place HMA	220, 150	1	29-Jun-20	29-Jun-20
240	AC Reconstruction - Place RHMA	230	1	30-Jun-20	30-Jun-20
250	AC Grind & Overlay - Grind	210, 230	2	30-Jun-20	01-Jul-20
260	AC Grind & Overlay - Pave RHMA	250, 240	2	02-Jul-20	03-Jul-20
270	Adjust manholes	260, 240	2	06-Jul-20	07-Jul-20
280	Strping and Signs	260, 160, 270	5	08-Jul-20	14-Jul-20
20200221.4 Grandee Ave			31	18-Jun-20	30-Jul-20
290	Set up (No Parking Signs) and inform residents	170, 190	2	18-Jun-20	19-Jun-20
300	Concrete Removals and Grading	290	10	22-Jun-20	03-Jul-20
310	Concrete Placement	300	10	23-Jun-20	06-Jul-20
320	Slot Pave Patching	310	5	23-Jun-20	29-Jun-20
330	AC Reconstruction - Remove section	320, 310, 250	4	07-Jul-20	10-Jul-20
340	AC Reconstruction - Place Class 2 Base 8"	330	4	13-Jul-20	16-Jul-20
350	AC Reconstruction - Place HMA	340, 260	2	16-Jul-20	17-Jul-20
360	AC Reconstruction - Place RHMA	350	2	20-Jul-20	21-Jul-20
390	Adjust manholes	360	2	22-Jul-20	23-Jul-20
400	Strping and Signs	390, 280	5	24-Jul-20	30-Jul-20
20200221.5 Elva Ave / 134th Street			31	07-Jul-20	18-Aug-20
410	Set up (No Parking Signs) and inform residents	290, 310	2	07-Jul-20	08-Jul-20
420	Concrete Removals and Grading	410	10	09-Jul-20	22-Jul-20
430	Concrete Placement	420	10	10-Jul-20	23-Jul-20
440	Slot Pave Patching	430	5	10-Jul-20	16-Jul-20
450	AC Reconstruction - Remove section	440, 430	4	24-Jul-20	29-Jul-20
460	AC Reconstruction - Place Class 2 Base 8"	450	4	30-Jul-20	04-Aug-20



Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary

TASK filter: All Activities

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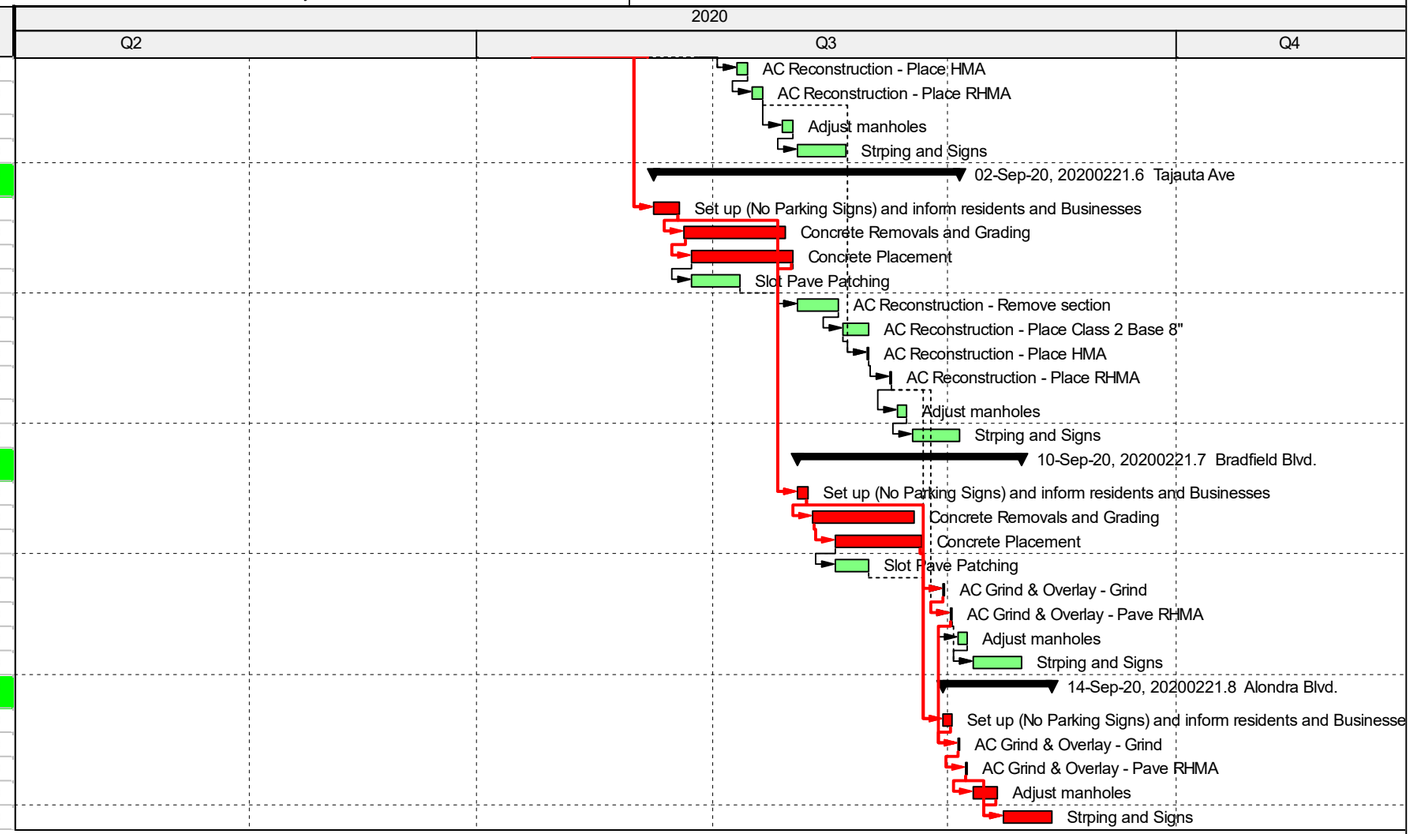
Activity ID	Activity Name	Predecessors	Original Duration	Start	Finish
470	AC Reconstruction - Place HMA	460, 360	2	04-Aug-20	05-Aug-20
480	AC Reconstruction - Place RHMA	470	2	06-Aug-20	07-Aug-20
490	Adjust manholes	480	2	10-Aug-20	11-Aug-20
500	Strping and Signs	490	5	12-Aug-20	18-Aug-20
20200221.6 Tajauta Ave			29	24-Jul-20	02-Sep-20
510	Set up (No Parking Signs) and inform residents	410, 430	2	24-Jul-20	27-Jul-20
520	Concrete Removals and Grading	510	10	28-Jul-20	10-Aug-20
530	Concrete Placement	520	10	29-Jul-20	11-Aug-20
540	Slot Pave Patching	530	5	29-Jul-20	04-Aug-20
550	AC Reconstruction - Remove section	540, 530	4	12-Aug-20	17-Aug-20
560	AC Reconstruction - Place Class 2 Base 8"	550	4	18-Aug-20	21-Aug-20
570	AC Reconstruction - Place HMA	560, 480	1	21-Aug-20	21-Aug-20
580	AC Reconstruction - Place RHMA	570	1	24-Aug-20	24-Aug-20
590	Adjust manholes	580	2	25-Aug-20	26-Aug-20
600	Strping and Signs	590	5	27-Aug-20	02-Sep-20
20200221.7 Bradfield Blvd.			22	12-Aug-20	10-Sep-20
610	Set up (No Parking Signs) and inform residents	530, 510	2	12-Aug-20	13-Aug-20
620	Concrete Removals and Grading	610	10	14-Aug-20	27-Aug-20
630	Concrete Placement	620	10	17-Aug-20	28-Aug-20
640	Slot Pave Patching	630	5	17-Aug-20	21-Aug-20
690	AC Grind & Overlay - Grind	640, 630, 580	1	31-Aug-20	31-Aug-20
700	AC Grind & Overlay - Pave RHMA	690, 580	1	01-Sep-20	01-Sep-20
710	Adjust manholes	700	2	02-Sep-20	03-Sep-20
720	Strping and Signs	700, 710	5	04-Sep-20	10-Sep-20
20200221.8 Alondra Blvd.			11	31-Aug-20	14-Sep-20
730	Set up (No Parking Signs) and inform residents	630, 610	2	31-Aug-20	01-Sep-20
770	AC Grind & Overlay - Grind	730, 700	1	02-Sep-20	02-Sep-20
780	AC Grind & Overlay - Pave RHMA	770	1	03-Sep-20	03-Sep-20
790	Adjust manholes	780	2	04-Sep-20	07-Sep-20
800	Strping and Signs	780, 790	5	08-Sep-20	14-Sep-20



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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Appendix A
Resumes

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

ZACK FAQIH, MSCE, PE, QSD/P C.B.O.

Z&K CONSULTANTS
BUILDING SOLUTIONS

Construction Manager/Project Manager

EDUCATION
» MSCE - Structures
Cal State Fullerton 2005
» BSCE - Civil /Transportation
Cal State LA 1985

LICENSES & REGISTRATION
» Professional Engineer, P.E.
State of California, C57958
» Certified Accessibility Inspector/Plans Examiner
» Certified Building Official, C.B.O., CABO / ICC #3741
» Certified Plans Examiner, I.C.B.O., #1020345-60
» Certified Mechanical Inspector I.C.B.O. #1020345-40
» Certified Plumbing Inspector I.C.B.O. #1020345-30
» Certified Electrical Inspector I.C.B.O. #1020345-20
» SWPPP (QSD) & (QSP) Certificate # 22055
» OSHA 30 Hour Construction Safety & Health
» State Certified HERS Rater
» Certified Emergency Inspector
» C.G.B.P Certified Green Building Inspector
» Certified Special Inspector for Fire Proofing
» Certified Special Inspector for Structural Welding
» Certified Special Inspector for Structural Steel
» Certified Special Inspector for Reinforced Concrete

Years with Firm: 14
Years of Experience: 30

Relevant Key Highlights:

- **Construction Management**
- Project Management
- **Construction Inspection**
- **Constructability Reviews**
- Value Engineering
- Submittal Reviews
- **Progress Billing Review**
- **Change Order Review**
- **Request for Information Review**
- **Capital Improvement Projects**
- **Construction Survey**
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Vertical Projects
- Pipeline Projects
- Right-of-Way
- **Street Improvements**
- **Concrete & Pavement Improvements**
- Roadway Improvements
- **Drainage Improvements**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- **Utility & Sign Relocation**
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Sidewalk & Curb Ramps**
- **Traffic Control**
- **Adjusting Manholes**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- **Contract Administration**
- Cost/Scheduling/Budgets
- **Safety & SWPPP Compliance**
- Quality Control/Quality Assurance
- Claims Support

Zack has more than **30** years of construction and project management experience in both private and public sectors. He has demonstrated expertise in all aspects of project and construction management through a wide range of responsibilities including budget analysis, contract negotiations, schedule development and assessment, constructability reviews, bid document review, project closure documentation, stakeholders and team coordination, quality control, quality assurance, and management of the flow of information between project members and stakeholders. His unique background in contracting and public works construction, coupled with his many assignments serving as the owner's representative, gives Zack a unique perspective and skill set that is the basis of his highly successful history of project delivery.

Relevent Project Experience

I-15/SR79 Interchange Improvement, Temecula, CA – Lead Construction Inspector: I-15/SR-79 South Ultimate Interchange Project is a $23.6M project located at the Interstate 15 with the State Route 79 in the City of Temecula. The project involved freeway improvement, roadway widening, and rehabilitation, ramps improvement and realignment, **earthwork, grading, asphalt concrete (AC) paving,** concrete retaining walls, roadway excavation, exported soils, drainage pipes, minor concrete structures, **concrete curb and gutter, traffic control, signing,** striping, traffic and ramp meter signals, irrigation and landscape, erosion control, existing AM/PM gas station demolition and removal of underground storage tanks, utility relocations power lines (Edison), sewer lines (EMWD), and water lines (RCWD), modification of the traffic signal at the ramp intersections, lighting system, and construction of overhead signs. The project is within State of California (Caltrans) right-of-way. Mr. Faqih provided inspection for the construction of **curb ramps, sidewalks**, and the roadway and **insured ADA compliances**. Mr. Faqih inspected the new construction of the existing main line and ramp pavement. He inspected the PCC and asphalt concrete ramps. He monitored the installation and testing of the 20" potable water line and inspected various RW.

County of Riverside: Magnolia Avenue Grade Separation, Riverside County, Corona, California – Lead Construction Inspector: Magnolia Avenue Grade Separation is a $35M project located at Magnolia Ave in the Corona, CA. The project scope was to construct railroad grade separation at the (BNSF) Burlington Northern-Santa Fe Railroad and Magnolia Avenue at Grade crossing including a new four-lane channel overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. . Substructure comprises of 13' diameter x 88'-~100' deep CIDH piles (total 18 CIDH piles @ 2 piles per bent). Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Construction of temporary MSE

walls, shoring and casing support system to facilitate construction of CIDH piling, stage construction on both approaches and temporary bridge over Arlington to support temporary detour at the east end of the project. Mr. Faqih inspected the **construction of curb and gutter, sidewalks, roadway striping, HMA, JPCP and PCC pavement, and existing pavement grinding and overlay. He ensured all sidewalks and curb ramps were compliant with ADA requirements**. Mr. Faqih conducted employee interviews and monitored labor compliance. He also provided inspection on the construction of storm drain systems. Mr. Faqih reviewed and approved the contractors **SWPPP** plans and ensured compliance with the various project BMPs. He assisted the Resident Engineer in the dispute review board meeting and preparation of position paper.

County of Riverside: I-215/Van Buren Interchange Improvement - Principal Assistant RE / Construction Manager

Principal Assistant RE / Construction Manager for $32M project included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact to the railroad and MARB right-of-way. Additional features include **curb ramps, sidewalk, cross walks, signal and electrical,** water line, sewer line, and storm drain installation.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA – Construction Manager/Inspector of Records

Construction Manager/Inspector of Records. Providing construction management agency services for this new 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Park key features include: **sidewalk, curb ramps,** fields, utility installation, **curb and gutter,** restrooms, **drainage services, AC & PCC paving.**

Riverside County Transportation Department (RCTD): River Road Bridge Replacement, Corona, CA – Construction Manager

Construction Manager on this on-going $38M project consisted of replacing existing ~600' steel girder bridge with ~1200'- 9-span CIP-PS concrete structure to provide all season crossing over the Santa Ana River. Work also included **drainage improvement,** signalized intersections, roadway realignment, **ADA compliant sidewalk and curb ramps, curb and gutter, street improvements,** and relocation of 3x20" waterlines through new bridge along with 1x30" sewer force main through the bridge superstructure. Typical duties included inspecting all site structural elements of this project, such as MSE walls (mechanically stabilized embankments), monitor pile driving operations, CIDH and review shoring and falsework calculations to assure compliance with project specifications. Mr. Faqih coordinated utilities location through this 9 span prestressed superstructure, coordinated materials testing and surveying operations and source inspections.

Victoria Avenue Recharge Water Facility, Riverside, CA – Construction Manager/Inspector of Records

This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: **mass grading operations**, the installation of three stormwater basins, a divergent structure, numerous interior **roadway improvements** for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, construction of a SCADA building, **sidewalk and curb and gutter, pavement improvements,** the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

Veteran Sports Park at Tustin Legacy, Tustin, CA – Construction Manager/Inspector of Records

This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and **ADA compliant facilities such as sidewalks, driveways, curb ramps,** and recreational buildings. Mr. Hunkle monitored and observed all construction activities on this 31.5-acre project site including **major grading activities, AC & PCC paving,** reinforced concrete channels, **local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation** including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rapture of concrete cylinders and soil sampling.

City of Yorba Linda, CA – Deputy Building Official

Provided plan checking and served as the inspections supervisor. Reviewed architectural, structural, plumbing, mechanical, electrical, acoustic, energy for residential, commercial, and industrial buildings. Supervised construction and the project management staff to assure compliance with the city's requirements for building facilities, including the city's community center and the library expansion projects.

Gregory Hunkle, CBO, ICC Certified

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Construction Inspector

EDUCATION

» Graduate: Construction Technology, Orange Coast College, Costa Mesa, CA
» Graduate: Building Inspection Technology, Coastline Community College, Huntington Beach, CA

LICENSES & REGISTRATION

» General Contractor # 632991
» Building Inspector # 79105
» Plumbing Inspector # 84086
» Mechanical Inspector # 86953
» Electrical Inspector #0880906-20
» Combination Inspector #0880906-C8
» Building Official #0880906-CB

Years with Firm: 7
Years of Experience: 27

Relevant Key Highlights:

- **Construction Management**
- Project Management
- **Construction Inspection**
- **Constructability Reviews**
- Value Engineering
- Submittal Reviews
- **Progress Billing Review**
- **Change Order Review**
- **Request for Information Review**
- **Capital Improvement Projects**
- **Construction Survey**
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Vertical Projects
- Pipeline Projects
- Right-of-Way
- **Street Improvements**
- **Concrete & Pavement Improvements**
- Roadway Improvements
- **Drainage Improvements**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- **Utility & Sign Relocation**
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Sidewalk & Curb Ramps**
- **Traffic Control**
- **Adjusting Manholes**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- **Contract Administration**
- Cost/Scheduling/Budgets
- **Safety & SWPPP Compliance**
- Quality Control/Quality Assurance
- Claims Support

Mr. Hunkle has over 27 years of experience providing quality control and quality assurance on major capital improvement projects. His experience includes extensive background in building contracting. Mr. Hunkle has an impressive academic and professional background to include certifications as a building official, combinations building inspections, general contractor license, project management, quality control, project coordination, code interpretation. Projects include roadway improvements, channels, ADA compliant related projects, and pipeline projects. He has reviewed traffic handling plans, inspected flagging activities on public and private roads, and inspected roadway closures and traffic devices. Greg's experience includes extensive background in construction contracting and construction inspection. Mr. Hunkle has thorough field experience investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, investigating structural problems and their causes, stage construction, generating PS elongation values and monitoring stressing operations for stage construction, coordination with various testing labs. His projects include bridges, roadways, streets improvements, drainage structures, storm drains, residential, commercial and industrial, plan review of architectural, structural, building, sewer, pump stations, plumbing, mechanical and electrical plans. He has knowledge of various construction manuals, standard filing system, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, construction and removal, formwork, concrete pours, and coordination with various testing labs. His projects include retaining walls, block walls, channels, mass grading, buildings, roadways, streets improvements, drainage structures, utility installation, storm drains, residential, commercial and industrial, and plan review of architectural, structural, building, plumbing, mechanical and electrical plans. He is well versed in Caltrans standard specifications, stand plans, construction manual. Mr. Hunkle has great knowledge of the green book for public works construction. He has knowledge of Caltrans standard filing system. His inspection and construction experience also include structural architectural, electrical, mechanical and plumbing of multi-unit

apartment and condominium buildings, warehouses, hotels, retail centers, fire stations, and other structures encompassing timber, masonry, steel and concrete.

Relevent Project Experience

Victoria Avenue Recharge Water Facility, Riverside, CA

Inspector of Records/Lead Inspector: This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: mass grading operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage cannal reservoir into the three proposed storm water basins. Mr. Hunkle maintains project records and is the Inspector of Records for this major capital improvement project. His responsibilities include roadway construction inspection, material testing, traffic handling, flagging operations, inspection of concrete and paving activities. He provides inspection of retaining walls, drainage improvements, water line installation, storm drain installation, sewer line installation, subdrains, ADA compliant sidewalk, driveways, curb and gutter, tree removals and SWPPP. He performs all deputy inspections as per project plans and specifications. Mr. Hunkle coordinates all field material testing and sampling and reviews the results for compliance to the project specification requirements. He reviews the contractors submitted RFIs, CCOs, and concrete, material, and asphalt mix designs submittals and assures compliance with the approved project specifications and documents.

Veteran Sports Park at Tustin Legacy, Tustin, CA

Lead Construction Inspector: This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant concrete improvements and recreational buildings. Mr. Hunkle monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC paving, slurry seal of existing parking lots, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, cross gutters, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rapture of concrete cylinders and soil sampling.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA – Lead Construction Inspector/Deputy Inspector

Mr. Hunkle provided construction inspection and deputy inspection for this 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include: concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. This project was completed ahead of schedule, within scope, and within budget. Total cost of project was $4.7M.

Riverside County Transportation to Department: River Road Bridge Replacement Project, Eastvale, CA

Construction Inspector: River Road Bridge Replacement Project located in Corona, CA consisted of replacing existing ~600' steel girder bridge with ~1200'- 10-span CIP-PS concrete structure to provide all season crossing over the Santa Ana River. Work also include drainage improvement, signalized intersections, roadway re-alignment, and relocation of 3x20" waterlines through new bridge along with 1x16" sewer force main through the bridges superstructure. Project valuation of $35M. Mr. Hunkle inspected the project site for SWPPP compliance and OSHA safety. He performed employee interviews for labor compliance and inspected traffic control devices. Mr. Hunkle assisted the Lead Roadway Inspector to ensure that all roadway approaches to the project were graded and compacted per project requirements and monitored all material testing. Mr. Hunkle assisted in the inspection of placement of all asphalt concrete, PCC, and JPCP. Mr. Hunkle assisted the Resident Engineer to ensure that all curb ramps and sidewalks complied with ADA requirements per California codes. He inspected roadway, drainage, utility, and sewer improvements/relocations.

County of Orange, Orange County, CA

Building Inspector: Performed residential, commercial and industrial building inspection duties at various stages of construction across all discipline ranging from architectural, structural, electrical, mechanical and plumbing, interacted with all trade contractors as well as subcontractors, architects, engineers and homeowners, provided code interpretations in matters of construction defects of new and existing County building facilities.

Thomas Dawson, CBO, ICC Certified

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Construction Inspector

LICENSES & REGISTRATION

» International Code Counsel certifications
» Fire Inspector 1
» Building Plan Examiner
» California Commercial Electrical
» California Combination Inspector
» Combination Inspect/Legacy
» California Commercial Plumbing Inspector
» California Commercial Mechanical Inspector
» California Residential Mechanical Inspector
» California Residential Electrical Inspector
» California Residential Plumbing Inspector
» Certified Building Official
» CLB License Number 674861
» OSHA 30 Hour Training

Relevant Key Highlights:

- **Construction Management**
- Project Management
- **Construction Inspection**
- **Constructability Reviews**
- Value Engineering
- Submittal Reviews
- **Progress Billing Review**
- **Change Order Review**
- **Request for Information Review**
- **Capital Improvement Projects**
- **Construction Survey**
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Vertical Projects
- Pipeline Projects
- Right-of-Way
- **Street Improvements**
- **Concrete & Pavement Improvements**
- Roadway Improvements
- **Drainage Improvements**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- **Utility & Sign Relocation**
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Sidewalk & Curb Ramps**
- **Traffic Control**
- **Adjusting Manholes**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- **Contract Administration**
- Cost/Scheduling/Budgets
- **Safety & SWPPP Compliance**
- Quality Control/Quality Assurance
- Claims Support

Mr. Dawson has over 25 years of experience in wastewater, building, heavy civil, water treatment, lift stations, pipelines, and recharge water facilities. He meets with clients to provide preconstruction consulting services which include site analysis, feasibility studies, cost analysis, plan check, and construction schedule flow charts. He provides project management both during planning stages and with continuous inspection and onsite project supervision of all trades. He provides onsite supervision to ensure compliance with all local, state, and federal requirements from concept to completion. He provides quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. He provides all required government permits and coordinating required inspections.

Relevent Project Experience

Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project ($110M) - Beaumont, CA - Construction Inspector: Mr. Dawsom provides Construction Inspection Services for the Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project, sewer lift stations, and other sewer system projects. The expansion will increase the permitted capacity from 4.0 MGD to 6.0 MGD. New treatment processes will be implemented to stay within the plant's existing property, achieve water quality objectives, and meet build-out flows. To meet the mandated TDS reduction requirements, the City will be implementing a reverse osmosis (RO) process. The pretreatment for the RO system will include two stage screening, grit removal, conventional aeration/biological treatment, and a membrane bioreactor process. The system will continue to utilize UV disinfection. The City is also constructing a pipeline that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCSD). This project will need to be completed while the current WWTP is in full operation.

Victoria Avenue Recharge Water Facility, Riverside, CA - Inspector of Records/Lead Inspector: This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: mass grading operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

Veteran Sports Park at Tustin Legacy, Tustin, CA

Senior Construction Inspector: This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant concrete improvements and recreational buildings. Mr. Hunkle monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC paving, slurry seal of existing parking lots, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, cross gutters, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rapture of concrete cylinders and soil sampling.

TWA Construction & Development - Orange County, California - Operation Manager/Project Manager: Meeting with clients to provide preconstruction consulting services which include site analysis, feasibility studies, cost analysis, plan check, and construction schedule flow charts. Provides project management both during planning stages and with continuous onsite project supervision of all trades. Provide onsite supervision to ensure compliance with all local, state, and federal requirements from concept to completion. Provide quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. Provide all required government permits and coordinating required inspections

County of Orange – Orange County, California - Building Inspector IV/Acting Senior Supervisor: Performed more difficult and complex inspections duties in all trade specialties such as plumbing, mechanical, and structure installation work. Frequent interaction with government official from all department within the County of Orange to review and resolve difficult and complex inspection and enforcement issues. Provided briefing and status reports for special and high-profile projects to senior management and board of supervisors. Frequent interaction with building owners, contractors, project managers, and engineers providing required inspection and interpreting state and local codes. Conduct inspections for both commercial and residential projects in all disciplines ie. Structure, plumbing, electrical, and mechanical. Worked with Orange County Sheriff Department in the Neighborhood Enhancement Team (NET) doing code enforcement activities including code enforcement inspections, issuing criminal and civil citations, provide written reports to District Attorney's office. Research and present case law in court proceeding.

Notable projects as lead inspectors:

- Theo Lacey Jail Facility construction and expansions
- Brea/O'Linda land fill methane powered electrical generating plant
- Pelican Resort, both golf course reconstruction and residential/hotel/restaurants
- 60,000 square foot single family residence
- Providing inspections and documented the removal and relocating of oil plumbing and storage facility in the Brea/O'Linda oil fields
- Bolsa Chica wet lands Bright Water residential development project

MK Pacific Reality – Torrance, California/Tokyo Japan - Vice President/Project Development: Provide project management for both on and off site for residential and commercial projects. Responsible for interviewing and hiring architectural and engineering firms and all sub-contractors. Responsible for construction time line/flow charts. Securing all government permits from federal, state, and local jurisdictions. Provide monthly keep meetings to report on project budget and progress.

PATRICK FRAIRE, B.S.C.E.

Construction Inspector

EDUCATION
» BSCE – Civil Engineering
California State Polytechnic University, Pomona, 2017

LICENSES & REGISTRATION
» OSHA 30 Hour Training

ORGANIZATIONS
» Engineers Without Borders (EWB) – International
Project Lead

Years with Firm: 6
Years of Experience: 6

Relevant Key Highlights:

- Construction Management
- Project Management
- Public Works Inspection
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Contract Administration
- Progress Billing Review
- Change Order Review
- Request for Information Review
- Capital Improvement Projects
- Construction Survey
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Structural Projects
- Structural Buildings & Seismic Retrofit
- Pipeline Projects
- Right-of-Way
- Street Improvements
- Roadway Improvements
- Drainage Improvements
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- Retaining Walls & Sound Walls
- Landscaping & Irrigation
- Plan Checking
- Traffic Signals & Street Lights
- Water & Sewer Improvements
- Pavement Improvements
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- Contract Administration
- Cost/Scheduling/Budgets
- Safety Compliance
- Quality Control/Quality Assurance
- ADA Compliance (Sidewalk, Ramps)

Mr. Fraire has experience in contracting, field investigation, project management, quality control, and construction management for heavy civil projects. He has provided inspection services for a bridge replacement, grade separation, and interchange projects. Mr. Fraire has thorough knowledge investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, construction and removal, formwork, concrete pours, and coordination with various testing labs. He has knowledge of Caltrans construction manuals, Caltrans standard filing system, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's. Mr. Fraire's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring. Mr. Fraire is a highly motivated engineer with great enthusiasm and eagerness to learn new methods and construction techniques. He is a critical thinker with great attention to detail for finished products. He is experienced in setting up and maintaining project files, processing progress payments, and maintaining various logs, including submittals, RFI's, and correspondence. He is also proficient with various construction computer software.

Relevent Project Experience

City of San Bernardino, CA: **Project Manager/Public Works Inspector,** Under direction, conducts field inspections of a variety of public works projects including construction of streets, bridges, water systems, sewers, storm drain, subdivision and commercial street improvements, sidewalk, curb ramps, curb and gutter, paving operations, landscaping and irrigation, encroachment activities and grading, fencing, signage, street striping; ensures conformance with City standard specifications and safety standards; and maintains records and prepares reports on projects inspected. Ensure compliance with applicable codes, ordinances and regulations. Monitored work of staff responsible for taking samples of materials for examination or analysis by laboratories; review tests of construction material including asphalt, sand, gravel, concrete and aggregate base; monitor draining, cleaning and disinfecting distribution reservoirs. Monitored the work of soil engineers and geologists; ensure conformance with engineering specifications; perform routine materials and density field tests. Inspected traffic signal construction and installation and street light installation to ensure conformance to appropriate standards. Inspected underground utility construction including water lines, sewer lines, and storm drainage, trenching, shoring, dewatering, bedding for pipe, manhole construction, trench backfill and testing; oversee decision making for connecting, testing, tapping, disinfecting and installing water mains. Inspected street surface improvements including survey staking, subgrade preparation, soil stabilization, spreading and rolling of asphalt and resurfacing of curbs and gutters. Prepared detailed documentation of construction progress and inspection; prepare various reports on daily operations and activities. Performed cost control; recognize potential cost increases and provide alternatives, recommendations and solutions. Observed work during progress and upon completion; recommend progress payments and enter into pay books as necessary; confer with developers, contractors, superintendents, inspectors, and owners; ensure that safety procedures are followed; advise contractors of changes in plans and variances; collect water samples for analysis as necessary. Monitored contractors, sub-contractors and developers through all phases of construction to insure compliance with all City standards and municipal code requirements; monitor incoming messages regarding dig alert and respond as appropriate when assigned. Conducted final inspections; review as built drawings; compile final inspection correction list and inspect corrections. Represented the City's needs and requirements to developers, contractors, and engineers; review plans and specifications to gain familiarity with construction projects. Conferred with property owners regarding project schedule, hazards and inconvenience; schedule service interruptions with the least interference and least inconvenience to property owners. Coordinated work and interact with other City departments and outside agencies. As assigned, drain and recharge water mains. Performed public works plan check. Responded to citizen inquiries/complaints

regarding public works and development projects. Prepared daily reports and various inspection reports as required; maintain files and reports regarding inspection activities and findings. Assisted in developing specifications for future contracts; gather quantity information for contract bids.

Veteran Sports Park at Tustin Legacy, Tustin, CA: **Project Manager,** This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include: infrastructure improvement, installation of drainage devices, water lines, sewer lines, gas lines, communication lines, lighting, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, fencing, curb and gutter, storm drain, AC pavement, PCC pavement, landscape and irrigation, building construction, and recreational buildings. Mr. Fraire managed project budget, completed project accounting, coordinated with utility agencies, maintained project documents, prepared daily project reports, and reviewed the design, construction, change orders, and contract amendments. Mr. Fraire ensured that project was completed within budget and schedule, built per plan and specifications, and met City and community expectations. Mr. Fraire assisted in the daily inspection of the project activities and coordinated projected field activities with the contractor, community, and local agencies. Mr. Fraire acted as the liaison between the designer, contractor, and the City.

City of San Bernardino Facility Assessments, San Bernardino, CA: **Lead Project Manager/ Structures Inspector,** Mr Fraire was the Lead Structures Inspector and Project Manager for the City of San Bernardino – Facilities Condition and Needs Assessment Services. Scope of work includes reviewing all the available structural drawings on all city structures, performing site visits to verify the existing conditions are consistent with the drawings, and performing an ASCE 41-13 Tier 1 structural seismic for the life safety performance level to identify potential deficiencies and utilizing standardized checklists for the rapid evaluation of the structural system for seismic deficiencies. Perform an ASCE 41-13 Tier 2 structural evaluation for items found to be potentially deficient in the Tier I evaluation. Further investigate the deficiencies as noted in the Tier 1 checklists. Develops a 3-D computer model of each structure to develop and evaluate the seismic response of the building and assist in evaluating the components identified as potentially deficient in Tier 1 evaluation. Mr. Fraire performed structural inspection on over 176 buildings, developed 3-D models, created lists of deficiencies for each building based on ASCE41-13 checklists, provided retrofit options based on seismic analysis and calculations, and preformed cost estimates for proposed retrofits. Mr. Fraire presented findings to City directors and actively coordinated with project team and City to complete project on schedule and within budget.

Gerald Desmond Bridge Replacement Project, Long Beach, CA: **Quality Control Engineer,** The replacement bridge will be a six-lane, cable-stayed design, with a 205-foot clearance to allow the newest generation of cargo ships to enter the Port. The bridge consists of over 50 cast-in-place columns and numerous retaining walls. The bridge will include emergency lanes on the inner and outer shoulders, as well as a bicycle/pedestrian path. The new bridge is being built alongside the current bridge to maintain traffic flow. The replacement bridge is scheduled to open in late 2018. Project valuation of $1.5B. Responsibilities: Direct liaison between field crews, subcontractors, engineers and management. Was the engineer responsible for managing production of field crews, concrete quality, and ensuring that construction was in accordance to the conformed plan set and project specifications. Provided quality control inspection for a total of 10,000 linear feet of Type 736 barrier. He provided quality control inspection for various Caltrans standard barriers and Caltrans standard retaining walls. Drafted grading plans and formwork drawings. Coordinated with Caltrans inspectors to obtain approval on rebar, formwork, falsework, and concrete. Performed quantity take-offs prior to concrete pours and adjusted order during pours based on actual production. Initiated design changes/RFIs/Submittals/Shop drawings/CCOs. Tracked weekly production and man hours for labor distribution report. Made field measurements, prepared quantity sheets for monthly pay estimates, reviewed and forwarded material tests.

County of Riverside: Magnolia Avenue Grade Separation, Riverside County, Corona, California: **Roadway Construction Inspector,** Magnolia Avenue Grade Separation is a $35M project located at Magnolia Ave in the Corona, CA. The project scope was to construct railroad grade separation at the (BNSF) Burlington Northern-Santa Fe Railroad and Magnolia Avenue at Grade crossing including a new four-lane overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. Substructure comprises of 13' diameter x 88'-~100' deep CIDH piles (total 18 CIDH piles @ 2 piles per bent). Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Construction of temporary MSE walls, shoring and casing support system to facilitate construction of CIDH piling, stage construction on both approaches and temporary bridge over Arlington channel to support temporary detour at the east end of the project. Mr. Fraire assisted the Resident Engineer in daily tasks in the field and office and inspected the roadway construction activities on the project. Mr. Fraire inspected the project site to ensure safety and compliance with SWPPP. He also provided inspection for sidewalks, curb and gutter, striping, curb ramps, drainage improvements, water lines, sewer lines, traffic signals, street lights, landscaping and irrigation, AC, HMA, JPCP, and PCC pavement. Mr. Fraire reviewed concrete and asphalt mix design submittals. Mr. Fraire inspected approved and inspected traffic control devices, following Caltrans standards and requirements. He performed field measurements to verify CCO's and the contractors monthly pay estimate.

County of Riverside: I-215/Van Buren Interchange Improvement: **Construction Inspector,** I-215/Van Buren Interchange Improvement is a $32M project that included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact the railroad and MARB right-of-way. Mr. Fraire provided inspection for roadway, traffic control, compliance with the SWPPP Plan, and ADA compliance. He assisted in contract change orders, RFIs, and submittals preparation, review, and analysis. Mr. Fraire assisted in measurement and filling out required ADA forms after project completion and forwarded documentation to Caltrans ADA compliance unit. He worked with Caltrans and the local agencies for final approval and sign off. The ADA inspection included sidewalk, curb ramps, and curb cuts. He worked with the office engineer and Caltrans audit oversite resident engineer to ensure project documentation compliance with the Local Assistance Procedures Manuel and Caltrans filing system. Additional relevant project features include traffic signals, street light installation, drainage improvements, water lines, sewer lines, fencing, landscaping and irrigation, street striping, and paving (PCC & asphalt pavement).

BRITTANY DUHN, PE

Z&K CONSULTANTS
BUILDING SOLUTIONS

Office Engineer/Document Control

EDUCATION

» BSCE – Civil Engineering
California State Polytechnic University, Pomona, 2017

LICENSES & REGISTRATION

» Professional Engineer, P.E.
State of California, #91078

Relevant Key Highlights:

- Construction Management
- **Construction Inspection**
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Contract Administration
- Progress Billing Review
- Change Order Review
- Request for Information Review
- **Capital Improvement Projects**
- Construction Survey
- Materials Testing
- **Sewer Lift Stations**
- Structural Projects
- Structural Buildings
- **Pipeline Projects**
- Right-of-Way
- Street Improvements
- Roadway Improvements
- Drainage Improvements
- **Water Pipeline Projects**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Water Quality Improvements**
- **Pump Stations**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- Contract Administration
- Cost/Scheduling/Budgets
- Safety Compliance
- Quality Control/Quality Assurance
- Claims Support
- Training

Ms. Duhn has extensive experience in project management, construction management, and field inspections. She has thorough knowledge of project management from her work on water and wastewater projects, bridge, rail, grade separation, and interchange projects. She has experience in project management for water and wastewater projects and has served as an in-house Project Manager. Her recent project management experience, managing a $110 million dollar Wastewater Treatment Plant Expansion and Renovation & Brine Pipeline Project in the city of Beaumont, is a great testament of Brittany's managerial and oversight project experience. Brittany provided complete project management and construction management services on this project from inception to substantial completion. She gained tremendous experience in the design, operation and maintenance working closely with varied stakeholders, from the design team to the contractors and their subcontractors and the various utilities owners and the city's management. She provides excellent quality control and quality assurance services on projects. Ms. Duhn provided construction and project management services that included the 50/95% and 100% design review and support. A full constructability review was completed and incorporated into the design prior to going out to bid. Ms. Duhn has obtained required permits and documentation and assisted the City of Beaumont to ensure that their projects stayed on budget and within schedule. She has provided Project Management services for all stages of projects, from design to construction. Brittany managed and oversaw the discretionary review process of CEQA guidelines and requirements, managed budgets and schedules, assisted with the development of budgets, prepared RFPs, prepared sewer rate fees, provided public assistance and information of water and wastewater affecting the community, prepared reports for committees, commissions, and City Council, prepared staff reports, and made oral presentations. Ms. Duhn has a strong background in the fields of water, wastewater, and recycled water engineering design, operations, and construction. As the City of Beaumont Project Manager, Ms. Duhn successfully managed numerous water and wastewater projects. Brittany is a dedicated professional with an abundance of energy and enthusiasm, she is a great presenter and able to communicate verbally and in writing, her project delivery and communication with city management, high profile clients as well as elected officials is Brittany's strength. Brittany's tact and communications skills are her great assets.

Relevent Project Experience

Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project, City of Beaumont - **Project Manager/Office Engineer**. Ms. Duhn provided Project Management Services for the City of Beaumont Project ($110M), sewer lift stations, and other sewer/pipeline projects. She prepared funding applications for CWSRF and IBank. Ms. Duhn managed the Proposition 218 process to increase the City's sewer rates. This process included coordinating with the Utility Rate Consultant, City, and Beaumont Cherry Valley Water District to calculate the rates and prepare the rate study. She oversaw the City's community meetings, community outreach for the Notice of Public Hearing, and City Council presentations and agenda items. After the rates were established, Ms. Duhn provided support to the City for customers with questions and concerns. Ms. Duhn managed the process the next year to recalculate the rates based on the new water data and implement the rates to provide a smooth transition for the City and customers.

Ms. Duhn assisted in the IS/MND adoption process, CEQA guidelines and requirements, and coordinated with utilities/cities for the Brine Line Project permits. Ms. Duhn prepared Request for Proposals for Construction Management and bid packages for the three (3) contractors. She managed the constructability review process for the wastewater treatment plant project and brine line projects. Ms. Duhn tracked the budgets for the Wastewater Treatment Plant and Brine Line projects and documented all purchase orders/invoices. She prepared WWTP, Brine Line, and wastewater City Council staff reports for change orders, monthly updates, agreements, and other required items for Council. She assisted the City in any tasks necessary to ensure the Project stays on budget and meets any and all scheduled deadlines.

Ms. Duhn oversaw the Wastewater Pretreatment Program and completed industrial users permits, permit applications, fact sheets, violations, compliance, sewer rates, agreements, and any other tasks related to pretreatment as needed by the City. She completed and submitted all documentation requested by SAWPA/OCSD, coordinated meetings, and assisted the City in completing the permit applications. Ms. Duhn coordinated with Dairy Farmers of America (DFA), Western Municipal Water District (WMWD), Santa Ana Watershed Project Authority (SAWPA), San Bernardino Valley Municipal Water District (Valley), and the City with any tasks related to purchasing brine line capacity. She assisted the City in submitting all items required by the Santa Ana Regional Water Quality Control Board (SARWQCB) for compliance and coordinated any necessary meetings. Ms. Duhn provided a pretreatment program document analysis to ensure that all ordinances, resolutions, forms, manuals, and reports comply with the Santa Ana Watershed Project Authority's pretreatment documents and program. Ms. Duhn prepared and published RFPs for the City, including, Recycled Water User Analysis Services, a Lift Station and Force Main Feasibility Study, and Professional Services for a Wastewater Master Plan.

I-215/Van Buren Interchange Improvement, County of Riverside - **Assistant Office Engineer/Inspector.** Principal Assistant RE / Construction Manager for $32M project included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact to the railroad and MARB right-of-way. Additional features include curb ramps, sidewalk, cross walks, signal and electrical, water line, sewer line, and storm drain installation. This Project includes over 1300 linear feet of 30" waterline installation.

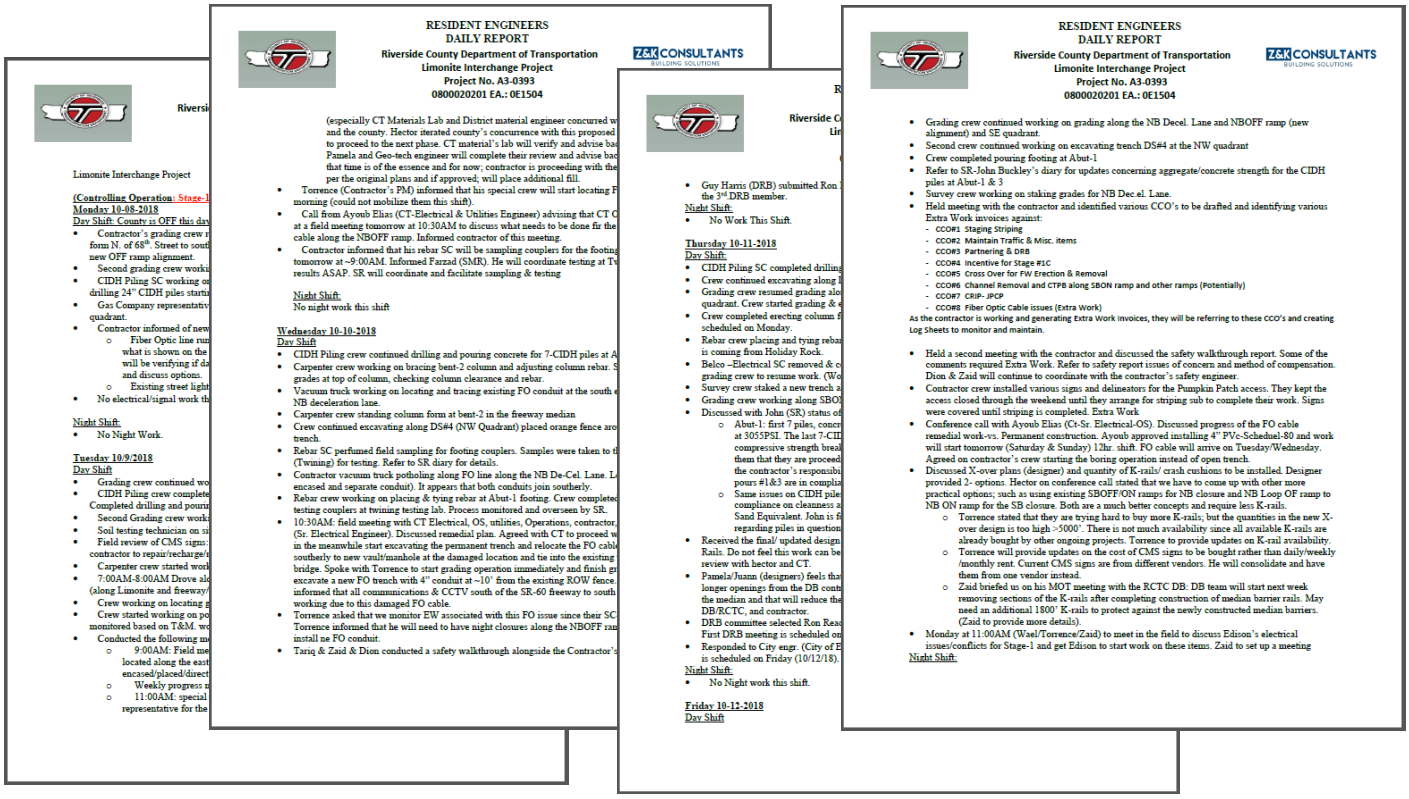
San Bernardino Passenger Rail Project, San Bernardino County Transportation Authority, SBCTA - **Office Engineer**. The Downtown San Bernardino Passenger Rail Project extended Metrolink service one-mile from the Santa Fe Depot to the multi-modal San Bernardino Transit Center. This project increases the usage at the Santa Fe Depot and provides a link to additional transit options in San Bernardino, Redlands, and Loma Linda. The San Bernardino Transit Center brings together 22 bus bays to service 10 local and two freeway express Omnitrans bus routes, a San Bernardino Express (sbX) bus rapid transit line, and buses for the Victor Valley Transit Authority and Mountain Area Regional Transit Authority. The work included re-alignment and addition of a second track; additions and modifications of railroad communication and signal systems for centralized traffic control (CTC) and positive train control (PTC); new rail passenger platforms at the depot and new platforms at the transit center station; grade crossing closures and modifications; street and utility improvements; additions and modifications to parking lots landscape and irrigation, grading and security systems; construction of a pedestrian over-pass at the depot; and a Metrolink crew building at the transit center station.

Appendix B
Example Documents

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

RESIDENT ENGINEER DAILY REPORT



RESIDENT ENGINEERS
DAILY REPORT
Riverside County Department of Transportation
Limonite Interchange Project
Project No. A3-0393
0800020201 EA.: 0E1504

Z&K CONSULTANTS

Limonite Interchange Project

(Controlling Operation: Stage-1
Monday 10-08-2018
Day Shift: County is OFF this day
- Contractor's grading crew
form N. of 68th. Street to south
new OFF ramp alignment.
- Second grading crew worki
- CIDH Piling SC working o
drilling 24" CIDH piles starti
- Gas Company representativ
quadrant.
- Contractor informed of new
  - Fiber Optic line run
what is shown on the
will be verifying if da
and discuss options.
  - Existing street light
- No electrical/signal work th

Night Shift:
- No Night Work.

Tuesday 10/9/2018
Day Shift
- Grading crew continued wo
- CIDH Piling crew complete
Completed drilling and pourin
- Second Grading crew work
- Soil testing technician on si
- Field review of CMS signs
contractor to repair/recharge/
- Carpenter crew started work
- 7:00AM-8:00AM Drove al
(along Limonite and freeway/
- Crew working on locating g
- Crew started working on po
monitored located on T&M. wo
- Conducted the following m
  - 9:00AM: Field me
located along the east
encased/placed/direct
  - Weekly progress
  - 11:00AM: special
representative for the

(especially CT Materials Lab and District material engineer concurred w
and the county. Hector iterated county's concurrence with this proposed
to proceed to the next phase. CT material's lab will verify and advise bac
Pamela and Geo-tech engineer will complete their review and advise bac
that time is of the essence and for now; contractor is proceeding with the
per the original plans and if approved; will place additional fill.
- Torrence (Contractor's PM) informed that his special crew will start locating F
morning (could not mobilize them this shift).
- Call from Ayoub Elias (CT-Electrical & Utilities Engineer) advising that CT C
at a field meeting tomorrow at 10:30AM to discuss what needs to be done fir the
cable along the NBOFF ramp. Informed contractor of this meeting.
- Contractor informed that his rebar SC will be sampling couplers for the footing
tomorrow at ~9:00AM. Informed Farzad (SMR). He will coordinate testing at Tv
results ASAP. SR will coordinate and facilitate sampling & testing

Night Shift:
No night work this shift

Wednesday 10-10-2018
Day Shift
- CIDH Piling crew continued drilling and pouring concrete for 7-CIDH piles at A
- Carpenter crew working on bracing bent-2 column and adjusting column rebar. S
grades at top of column, checking column clearance and rebar.
- Vacuum truck working on locating and tracing existing FO conduit at the south
NB deceleration lane.
- Carpenter crew standing column form at bent-2 in the freeway median
- Crew continued excavating along DS#4 (NW Quadrant) placed orange fence aro
trench.
- Rebar SC perfumed field sampling for footing couplers. Samples were taken to t
(Twining) for testing. Refer to SR diary for details.
- Contractor vacuum truck potholing along FO line along the NB De-Cel. Lane. L
encased and separate conduit). It appears that both conduits join southerly.
- Rebar crew working on placing & tying rebar at Abut-1 footing. Crew completed
testing couplers at twining testing lab. Process monitored and overseen by SR.
- 10:30AM: field meeting with CT Electrical, OS, utilities, Operations, contractor,
(Sr. Electrical Engineer). Discussed remedial plan. Agreed with CT to proceed w
in the meanwhile start excavating the permanent trench and relocate the FO cable
southerly to new vault/manhole at the damaged location and tie into the existing
bridge. Spoke with Torrence to start grading operation immediately and finish gr
excavate a new FO trench with 4" conduit at ~10' from the existing ROW fence.
informed that all communications & CCTV south of the SR-60 freeway to south
working due to this damaged FO cable.
- Torrence asked that we monitor EW associated with this FO issue since their SC
Torrence informed that he will need to have night closures along the NBOFF ram
install ne FO conduit.
- Tariq & Zaid & Dion conducted a safety walkthrough alongside the Contractor's

- Guy Harris (DRB) submitted Ron
the 3rd DRB member.

Night Shift:
- No Work This Shift.

Thursday 10-11-2018
Day Shift:
- CIDH Piling SC completed drilling
- Crew continued excavating along
- Grading crew resumed grading alo
quadrant. Crew started grading &
- Crew completed erecting column f
scheduled on Monday.
- Rebar crew placing and tying rebar
is coming from Holiday Rock.
- Belco –Electrical SC removed & c
grading crew to resume work. (W
- Survey crew staked a new trench a
- Grading crew working along SBO
- Discussed with John (SR) status of
  - Abut-1: first 7 piles, concr
at 3055PSI. The last 7-CII
compressive strength breal
them that they are proceed
the contractor's responsibi
pours #1&3 are in complia
  - Same issues on CIDH pile
regarding piles in question
Sand Equivalent. John is fi
- Received the final/ updated design
Rails. Do not feel this work can be
review with hector and CT.
- Pamela/Juann (designers) feels tha
longer openings from the DB cont
the median and that will reduce the
DB/RCTC, and contractor.
- DRB committee selected Ron Reac
First DRB meeting is scheduled on
- Responded to City engr. (City of E
is scheduled on Friday (10/12/18).

Night Shift:
- No Night work this shift.

Friday 10-12-2018
Day Shift

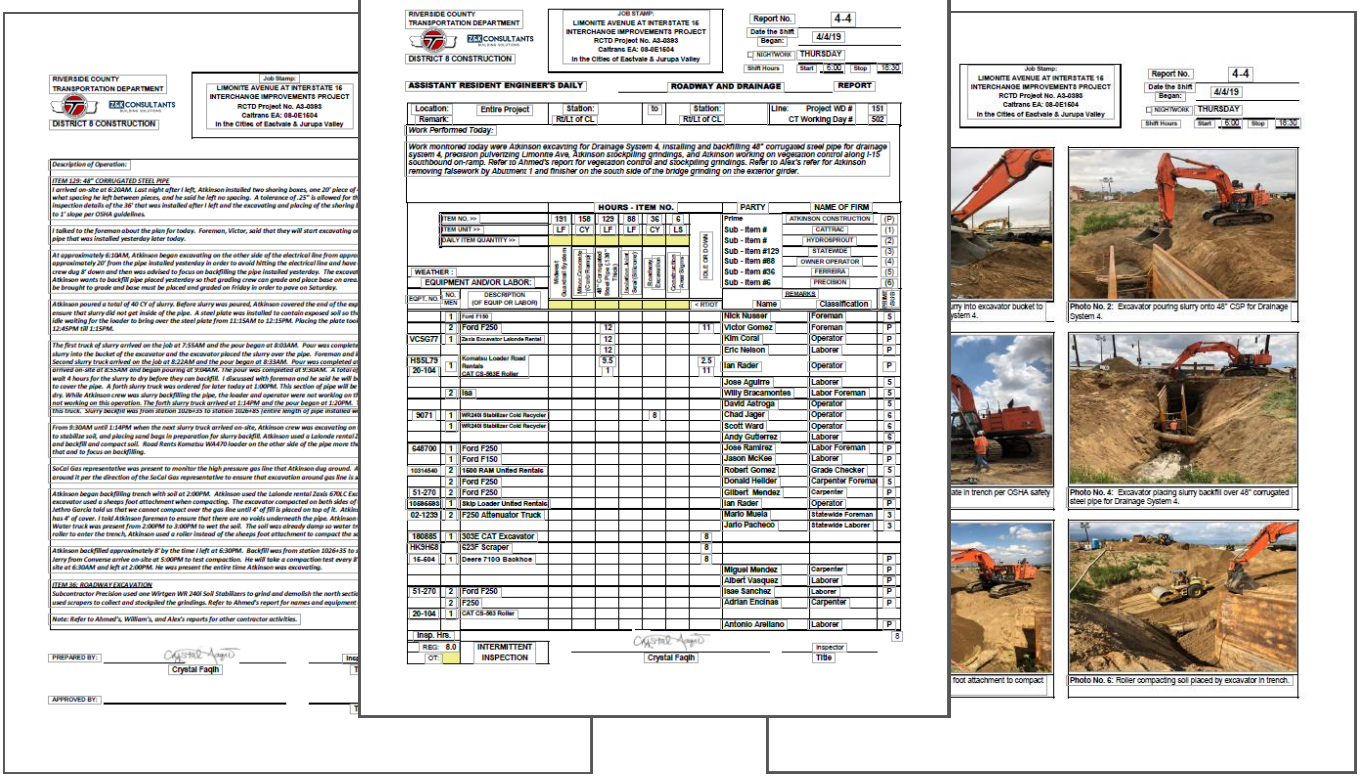
- Grading crew continued working on grading along the NB Decel. Lane and NBOFF ramp (new alignment) and SE quadrant.
- Second crew continued working on excavating trench DS#4 at the NW quadrant
- Crew completed pouring footing at Abut-1
- Refer to SR-John Buckley's diary for updates concerning aggregate/concrete strength for the CIDH piles at Abut-1 & 3
- Survey crew working on staking grades for NB Dec el. Lane.
- Held meeting with the contractor and identified various CCO's to be drafted and identifying various Extra Work invoices against:
  - CCO#1 Staging Striping
  - CCO#2 Maintain Traffic & Misc. items
  - CCO#3 Partnering & DRB
  - CCO#4 Incentive for Stage #1C
  - CCO#5 Cross Over for FiV Erection & Removal
  - CCO#6 Channel Removal and CTPB along SBON ramp and other ramps (Potentially)
  - CCO#7 CRIP- JPCP
  - CCO#8 Fiber Optic Cable issues (Extra Work)

As the contractor is working and generating Extra Work invoices, they will be referring to these CCO's and creating Log Sheets to monitor and maintain.

- Held a second meeting with the contractor and discussed the safety walkthrough report. Some of the comments required Extra Work. Refer to safety report issues of concern and method of compensation. Dion & Zaid will continue to coordinate with the contractor's safety engineer.
- Contractor crew installed various signs and delineators for the Pumpkin Patch access. They kept the access closed through the weekend until they arrange for striping sub to complete their work. Signs were covered until striping is completed. Extra Work
- Conference call with Ayoub Elias (Ct-Sr. Electrical-OS). Discussed progress of the FO cable remedial work-vs. Permanent construction. Ayoub approved installing 4" PVc-Schedul-80 and work will start tomorrow (Saturday & Sunday) 12hr. shift. FO cable will arrive on Tuesday/Wednesday. Agreed on contractor's crew starting the boring operation instead of open trench.
- Discussed X-over plans (designer) and quantity of K-rails/ crash cushions to be installed. Designer provided 2- options. Hector on conference call stated that we have to come up with other more practical options; such as using existing SBOFF/ON ramps for NB closure and NB Loop OF ramp to NB ON ramp for the SB closure. Both are a much better concepts and require less K-rails.
  - Torrence stated that they are trying hard to buy more K-rails; but the quantities in the new X-over design is too high ->5000'. There is not much availability since all available K-rails are already bought by other ongoing projects. Torrence to provide updates on K-rail availability.
  - Torrence will provide updates on the cost of CMS signs to be bought rather than daily/weekly /monthly rent. Current CMS signs are from different vendors. He will consolidate and have them from one vendor instead.
  - Zaid briefed us on his MOT meeting with the RCTC DB: DB team will start next week removing sections of the K-rails after completing construction of median barrier rails. May need an additional 1800' K-rails to protect against the newly constructed median barriers. (Zaid to provide more details).
- Monday at 11:00AM (Wael/Torrence/Zaid) to meet in the field to discuss Edison's electrical issues/conflicts for Stage-1 and get Edison to start work on these items. Zaid to set up a meeting

Night Shift:

INSPECTORS DAILY REPORT



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
DISTRICT 8 CONSTRUCTION
Z&K CONSULTANTS

Job Stamp:
LIMONITE AVENUE AT INTERSTATE 15
INTERCHANGE IMPROVEMENTS PROJECT
RCTD Project No. A3-0393
Caltrans EA: 08-0E1604
In the Cities of Eastvale & Jurupa Valley

Report No. 4-4
Date the Shift Began: 4/4/19
NIGHTWORK: THURSDAY
Shift Hours: Start 6:00 Stop 18:30

ASSISTANT RESIDENT ENGINEER'S DAILY REPORT — ROADWAY AND DRAINAGE

Location: Entire Project | Station: | to | Station: | Line: Project WD # 151 | CT Working Day # 502
Remark: R/L/T of CL | R/L/T of CL

Work Performed Today:

Work monitored today were Atkinson excavating for Drainage System 4, installing and backfilling 48" corrugated steel pipe for drainage system 4, precision pulverizing Limonite Ave, Atkinson stockpiling grindings, and Atkinson working on vegetation control along I-15 southbound on-ramp. Refer to Ahmed's report for vegetation control and stockpiling grindings. Refer to Alex's refer for Atkinson removing falsework by Abutment 1 and finisher on the south side of the bridge grinding on the exterior girder.

HOURS - ITEM NO.

ITEM NO. >>	131	158	129	88	36	6
ITEM UNIT >>	LF	CY	LF	LF	CY	LS
DAILY ITEM QUANTITY >>						

Items: Widen Existing Structure | Minor Concrete (Minor Structure) | 48" Corrugated Steel Pipe 12GA | Excavation Bulk (Roadway) | Backfill (Structure) | Construction Zone Signs | DLY OR DOWN

PARTY — NAME OF FIRM

Prime	ATKINSON CONSTRUCTION (P)
Sub - Item #	CATTRAC (1)
Sub - Item #	HYDROSPROUT (2)
Sub - Item #129	STATEWIDE (3)
Sub - Item #88	OWNER OPERATOR (4)
Sub - Item #36	FERREIRA (5)
Sub - Item #6	PRECISION (6)

WEATHER:
EQUIPMENT AND/OR LABOR:

EQPT. NO.	NO. MEN	DESCRIPTION (OF EQUIP OR LABOR)	Items	< RT/OT	Name	Classification	REMARKS	TIME (hrs)
	1	Ford F150			Nick Nusser	Foreman		5
	2	Ford F250	12	11	Victor Gomez	Foreman	P	
VCSG77	1	Zeus Excavator Lalonde Rental	12		Kim Coral	Operator	P	
			12		Eric Nelson	Laborer	P	
HSSL79	1	Komatsu Loader Road Rentals	5.5	2.5	Ian Rader	Operator	P	
20-104	1	CAT CB-563E Roller	1	11				
					Jose Aguirre	Laborer		5
	2	Ibia			Willy Bracamontes	Labor Foreman		5
					David Astroga	Operator		5
3671	1	WR2400 Stabilizer Cold Recycler	8		Chad Jager	Operator		6
	1	WR2400 Stabilizer Cold Recycler			Scott Ward	Operator		6
					Andy Gutierrez	Laborer		6
G48700	1	Ford F250			Jose Ramirez	Labor Foreman	P	
	1	Ford F150			Jason McKee	Laborer	P	
10314540	2	1500 RAM Unified Rentals			Robert Gomez	Grade Checker		5
	2	Ford F250			Donald Helidier	Carpentier Foreman		5
51-270	2	Ford F250			Gilbert Mendez	Carpenter	P	
10686893	1	Skip Loader Unified Rentals			Ian Rader	Operator	P	
02-1239	2	F250 Attenuator Truck			Mario Muela	Statewide Foreman		3
					Jario Pacheco	Statewide Laborer		3
180885	1	303E CAT Excavator		8				
HK9H58	1	623F Scraper		8				
16-604	1	Deere 710G Backhoe		8				
							P	
					Miguel Mendez	Carpenter	P	
					Albert Vasquez	Laborer	P	
51-270	2	Ford F250			Ise Sanchez	Laborer	P	
	2	F250			Adrian Encinas	Carpenter	P	
20-104	1	CAT CB-563 Roller						
					Antonio Arellano	Laborer	P	

Insp. Hrs.: REG. 8.0 | OT:
INTERMITTENT INSPECTION

Crystal Faqih — Inspector — Title

Description of Operation:

ITEM 129: 48" CORRUGATED STEEL PIPE
I arrived on-site at 6:20AM. Last night after I left, Atkinson installed two shoring boxes, one 20' piece of
what spacing be left between places, and he said he left no spacing. A tolerance of .25" is allowed for th
Inspection details of the 36' that was installed after I left and the excavating and placing of the shoring
to 1' slope per OSHA guidelines.

I talked to the foreman about the plan for today. Foreman, Victor, said that they will start excavating on
pipe that was installed yesterday later today.

At approximately 6:30AM, Atkinson began excavating on the other side of the electrical line from appro
approximately 20' from the pipe installed yesterday in order to avoid hitting the electrical line and have
crew dug 8' down and then was advised to focus on backfilling the pipe installed yesterday. The excavat
Atkinson wants to backfill pipe placed yesterday so that grading crew can grade and place base on area
be brought to grade and base must be placed and graded on Friday in order to pave on Saturday.

Atkinson poured a total of 40 CY of slurry. Before slurry was poured, Atkinson covered the end of the exp
ensure that slurry did not get inside of the pipe. A steel plate was installed to contain exposed soil so th
idle waiting for the loader to bring over the steel plate from 11:15AM to 12:15PM. Placing the plate took
12:45PM till 1:15PM.

The first truck of slurry arrived on the job at 7:55AM and the pour began at 8:00AM. Pour was complete
slurry into the bucket of the excavator and the excavator placed the slurry over the pipe. Foreman and
Second slurry truck arrived on the job at 8:22AM and the pour began at 8:33AM. Pour was completed a
arrived on-site at 8:55AM and began pouring at 9:04AM. The pour was completed at 9:30AM. A total o
wait 4 hours for the slurry to dry before they can backfill. I discussed with foreman and he said he will be
to cover the pipe. A forth slurry truck was ordered for later today at 1:00PM. This section of pipe will be
dry. While Atkinson crew was slurry backfilling the pipe, the loader and operator were not working on th
not working on this operation. The forth slurry truck arrived at 1:14PM and the pour began at 1:20PM.
this truck. Slurry backfill was from station 1026+35 to station 1026+85 (entire length of pipe installed w

From 9:30AM until 1:14PM when the next slurry truck arrived on-site, Atkinson crew was excavating on
to stabilize soil, and placing sand bags in preparation for slurry backfill. Atkinson used a Lalonde rental (
and backfill and compact soil. Road Rents Komatsu WA470 loader on the other side of the pipe more the
that and to focus on backfilling.

SoCal Gas representative was present to monitor the high pressure gas line that Atkinson dug around. A
around it per the direction of the SoCal Gas representative to ensure that excavation around gas line is s

Atkinson began backfilling trench with soil at 2:00PM. Atkinson used the Lalonde rental Zeus 670LC Exc
excavator used a sheeps foot attachment when compacting. The excavator compacted on both sides of
Jethro Garcia told us that we cannot compact over the gas line until 4' of fill is placed on top of it. Atkin
has 4' of cover. I told Atkinson foreman to ensure that there are no voids underneath the pipe. Atkinson
Water truck was present from 2:00PM to 3:00PM to wet the soil. The soil was already damp so water tr
roller to enter the trench, Atkinson used a roller instead of the sheeps foot attachment to compact the s

Atkinson backfilled approximately 8' by the time I left at 6:30PM. Backfill was from station 1026+35 to s
Jerry from Converse arrive on-site at 5:00PM to test compaction. He will take a compaction test every 8'
site at 6:30AM and left at 2:00PM. He was present the entire time Atkinson was excavating.

ITEM 36: ROADWAY EXCAVATION
Subcontractor Precision used one Wirtgen WR 240i Soil Stabilizers to grind and demolish the north sectio
used scrapers to collect and stockpiled the grindings. Refer to Ahmed's report for names and equipment

Note: Refer to Ahmed's, William's, and Alex's reports for other contractor activities.

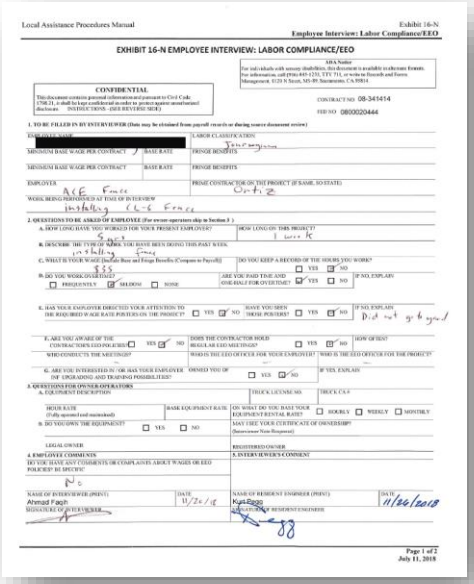
PREPARED BY: Crystal Faqih
APPROVED BY:

Photo No. 2: Excavator pouring slurry onto 48" CSP for Drainage System 4.

Photo No. 4: Excavator placing slurry backfill over 48" corrugated steel pipe for Drainage System 4.

Photo No. 6: Roller compacting soil placed by excavator in trench.

EMPLOYEE INTERVIEW FORM



Local Assistance Procedures Manual — Exhibit 16-N

Employee Interview: Labor Compliance/EEO

EXHIBIT 16-N EMPLOYEE INTERVIEW: LABOR COMPLIANCE/EEO

CONFIDENTIAL

CONTRACT NO 08-341414

FED NO 0800020444

1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review)

EMPLOYEE NAME [redacted] — LABOR CLASSIFICATION: Iron Worker

MINIMUM BASE WAGE PER CONTRACT — BASE RATE — FRINGE BENEFITS

MINIMUM BASE WAGE PER CONTRACT — BASE RATE — FRINGE BENEFITS

EMPLOYER ACE Fence — PRIME CONTRACTOR OR ON THIS PROJECT (IF SAME, SO STATE) Same

WORK BEING PERFORMED AT TIME OF INTERVIEW Installing CL-6 Fence

2. QUESTIONS TO BE ASKED OF EMPLOYEE (For owner-operators skip to Section 3.)

a. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER? 5 days — HOW LONG ON THIS PROJECT? 1 week PC

b. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK. Installing Fence

c. WHAT IS YOUR WAGE (Include Basic Rate and Fringe Benefits [Compare to Payroll]) $35 — DO YOU KEEP A RECORD OF THE HOURS YOU WORK? ☐ YES ☑ NO

d. DO YOU WORK OVERTIME? ☐ FREQUENTLY ☑ SELDOM ☐ NONE — ARE YOU PAID TIME AND ONE-HALF FOR OVERTIME? ☑ YES ☐ NO — IF NO, EXPLAIN

e. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTED ON THE PROJECT? ☐ YES ☑ NO — HAVE YOU BEEN PAID LESS THAN REQUIRED? ☐ YES ☑ NO — IF NO, EXPLAIN: Did not go to yard

f. ARE YOU AWARE OF THE CONTRACTOR'S EEO POLICIES? ☐ YES ☑ NO — DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS? ☐ YES ☑ NO — HOW OFTEN? — WHO CONDUCTS THE MEETINGS? — WHERE IS THE EEO OFFICER FOR YOUR EMPLOYER? — WHO IS THE EEO OFFICER FOR THE PROJECT?

g. ARE YOU INTERESTED IN / OR HAS YOUR EMPLOYER OFFERED YOU OF UPGRADING AND TRAINING POSSIBILITIES? ☐ YES ☑ NO — IF YES, EXPLAIN

3. QUESTIONS FOR OWNER-OPERATORS

a. EQUIPMENT DESCRIPTION — TRUCK LICENSE NO. — TRUCK C.V.I.

HOUR RATE (If fully operated and maintained) — BASE EQUIPMENT RATE — ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE? ☐ HOURLY ☐ WEEKLY ☐ MONTHLY

b. DO YOU OWN THE EQUIPMENT? ☐ YES ☐ NO — MAY I SEE YOUR CERTIFICATE OF OWNERSHIP? (Interviewer Note Response)

LEGAL OWNER — REGISTERED OWNER

4. EMPLOYEE COMMENTS — 5. INTERVIEWER'S COMMENT

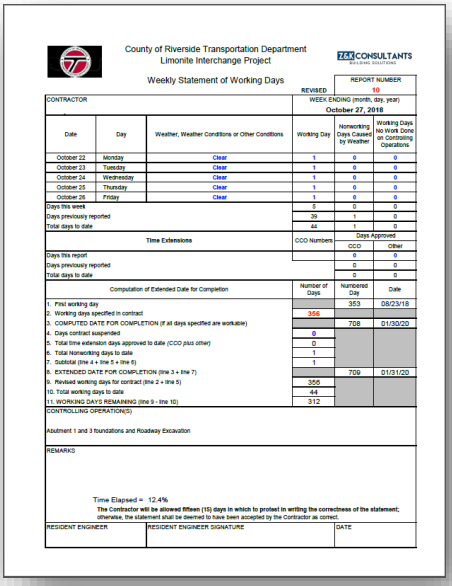
DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? RE SPECTED — No

NAME OF INTERVIEWER (PRINT) Ahmad Faqih — DATE 11/26/18 — SIGNATURE OF INTERVIEWER Ahmad Faqih

NAME OF RESIDENT ENGINEER (PRINT) Kurt Rees — SIGNATURE OF RESIDENT ENGINEER — DATE 11/26/2018

Page 1 of 2 — July 11, 2018

WEEKLY STATEMENT OF WORKING DAYS



County of Riverside Transportation Department
Limonite Interchange Project

ZAC CONSULTANTS

Weekly Statement of Working Days

REPORT NUMBER 10 — REVISED

CONTRACTOR — WEEK ENDING (month, day, year) October 27, 2018

Date	Day	Weather, Weather Conditions or Other Conditions	Working Day	Nonworking Days Caused by Weather	Working Days No Work Done on Controlling Operations
October 22	Monday	Clear	1	0	0
October 23	Tuesday	Clear	1	0	0
October 24	Wednesday	Clear	1	0	0
October 25	Thursday	Clear	1	0	0
October 26	Friday	Clear	1	0	0
Days this week			5	0	0
Days previously reported			39	1	0
Total days to date			44	1	0

Time Extensions	CCO Numbers	Days Approved CCO	Days Approved Other
Days this report		0	0
Days previously reported		0	0
Total days to date		0	0

Computation of Extended Date for Completion	Number of Days	Numbered Day	Date
1. First working day		353	08/23/18
2. Working days specified in contract	356		
3. COMPUTED DATE FOR COMPLETION (if all days specified are workable)		708	01/30/20
4. Days contract suspended	0		
5. Total time extension days approved to date (CCO plus other)	0		
6. Total Nonworking days to date	1		
7. Subtotal (line 4 + line 5 + line 6)	1		
8. EXTENDED DATE FOR COMPLETION (line 3 + line 7)		709	01/31/20
9. Revised working days for contract (line 2 + line 5)	356		
10. Total working days to date	44		
11. WORKING DAYS REMAINING (line 9 - line 10)	312		

CONTROLLING OPERATION(S)

Abutment 1 and 3 foundations and Roadway Excavation

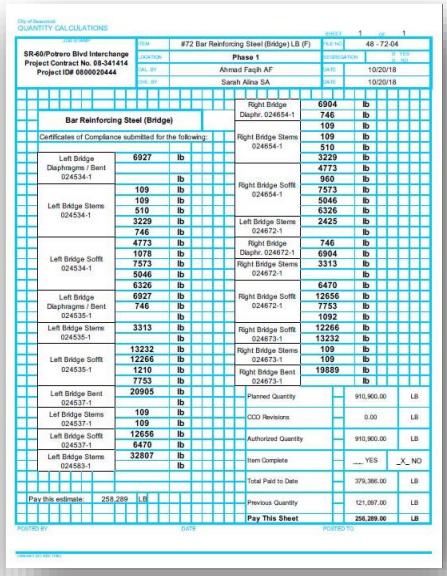
REMARKS

Time Elapsed = 12.4%

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

RESIDENT ENGINEER — RESIDENT ENGINEER SIGNATURE — DATE

MONTHLY QUANTITY SHEET



QUANTITY CALCULATIONS — SHEET 1 OF 1

SR-60/Potrero Blvd Interchange
Project Contract No. 08-341414
Project ID# 0800020444

ITEM: #72 Bar Reinforcing Steel (Bridge) LB (F) — FILE NO: 48 - 72-04
LOCATION: Phase 1 — SUPERSEDES: Y YES N NO
CAL. BY: Ahmad Faqih AF — DATE: 10/20/18
CHK. BY: Sarah Alina SA — DATE: 10/20/18

Bar Reinforcing Steel (Bridge)

Certificates of Compliance submitted for the following:

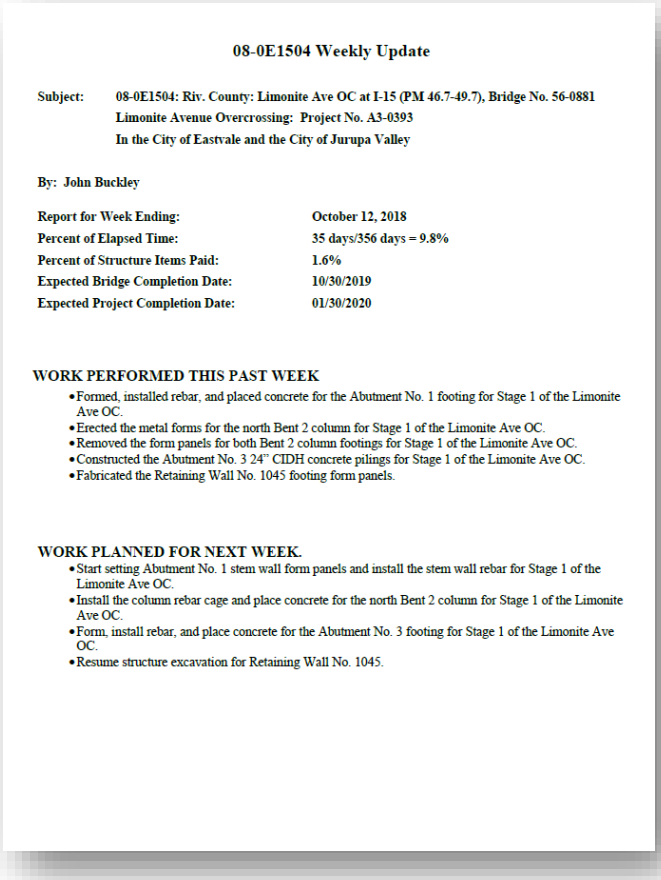
Left Bridge Diaphragms / Bent 024534-1	6927	lb		Right Bridge Diaphr. 024654-1	6904	lb
					746	lb
					109	lb
Left Bridge Stems 024534-1	109	lb		Right Bridge Stems 024654-1	510	lb
	109	lb			3229	lb
	510	lb			4773	lb
	3229	lb		Right Bridge Soffit 024654-1	960	lb
	746	lb			7573	lb
Left Bridge Soffit 024534-1	4773	lb			5046	lb
	1078	lb			6326	lb
	7573	lb		Left Bridge Stems 024672-1	2425	lb
	5046	lb			746	lb
	6326	lb		Right Bridge Diaphr. 024672-1	6904	lb
Left Bridge Diaphragms / Bent 024535-1	6927	lb		Right Bridge Stems 024672-1	3313	lb
	746	lb			6470	lb
		lb		Right Bridge Soffit 024672-1	12656	lb
Left Bridge Stems 024535-1	3313	lb			7753	lb
		lb			1092	lb
	13232	lb		Right Bridge Stems 024673-1	12266	lb
Left Bridge Soffit 024535-1	12266	lb			13232	lb
	1210	lb		Right Bridge Soffit 024673-1	109	lb
	7753	lb			109	lb
Left Bridge Bent 024537-1	20905	lb		Right Bridge Bent 024673-1	19889	lb
		lb				lb
Left Bridge Stems 024537-1	109	lb				
	109	lb				
Left Bridge Soffit 024537-1	12656	lb				
	6470	lb				
Left Bridge Stems 024583-1	32807	lb				
		lb				

Planned Quantity	910,900.00	LB
CCO Revisions	0.00	LB
Authorized Quantity	910,900.00	LB
Item Complete	___ YES	_X_ NO
Total Paid to Date	379,386.00	LB
Previous Quantity	121,097.00	LB
Pay This Sheet	**250,289.00**	**LB**

Pay this estimate: 258,289 LB

POSTED BY — DATE — POSTED TO

WEEKLY REPORT



08-0E1504 Weekly Update

Subject: **08-0E1504: Riv. County: Limonite Ave OC at I-15 (PM 46.7-49.7), Bridge No. 56-0881**
Limonite Avenue Overcrossing: Project No. A3-0393
In the City of Eastvale and the City of Jurupa Valley

By: John Buckley

Report for Week Ending:	**October 12, 2018**
Percent of Elapsed Time:	**35 days/356 days = 9.8%**
Percent of Structure Items Paid:	**1.6%**
Expected Bridge Completion Date:	**10/30/2019**
Expected Project Completion Date:	**01/30/2020**

WORK PERFORMED THIS PAST WEEK

- Formed, installed rebar, and placed concrete for the Abutment No. 1 footing for Stage 1 of the Limonite Ave OC.
- Erected the metal forms for the north Bent 2 column for Stage 1 of the Limonite Ave OC.
- Removed the form panels for both Bent 2 column footings for Stage 1 of the Limonite Ave OC.
- Constructed the Abutment No. 3 24" CIDH concrete pilings for Stage 1 of the Limonite Ave OC.
- Fabricated the Retaining Wall No. 1045 footing form panels.

WORK PLANNED FOR NEXT WEEK.

- Start setting Abutment No. 1 stem wall form panels and install the stem wall rebar for Stage 1 of the Limonite Ave OC.
- Install the column rebar cage and place concrete for the north Bent 2 column for Stage 1 of the Limonite Ave OC.
- Form, install rebar, and place concrete for the Abutment No. 3 footing for Stage 1 of the Limonite Ave OC.
- Resume structure excavation for Retaining Wall No. 1045.

Limonite Ave OC: Installing Abutment No. 1 footing form panels for Limonite Ave OC - Stage 1 (10/08/18).

Limonite Ave OC: Layout and installation of expansion paper at the base of the Bent 2 column for Limonite Ave OC - Stage 1 (10/09/18).

Limonite Ave OC: Lift of Bent 2 column flare section for Limonite Ave OC - Stage 1 (10/10/18).

Limonite Ave OC: Forming of the north Bent 2 column for the Limonite Ave OC (10/10/18).

Limonite Ave OC: Drilling the 24" CIDH concrete pilings at Abutment No. 3 for the Limonite Ave OC - Stage 1 (10/10/18).

Limonite Ave OC: Abutment No. 1 footing and stem wall rebar for the Limonite Ave OC - Stage 1 (10/11/18).

City of Compton

Public Works Department

Annual Residential Rehabilitation Project (Phase 1) CIP #18-01

Construction Management & Inspection Services

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

March 4, 2020

John D. Strickland, Jr. Project Manager
City of Compton Public Works Department
205 South Willowbrook Avenue
Compton, California 90220

Subject: Annual Residential Rehabilitation Project (Phase 1) CIP #18-01
Request for Proposals for Construction Management & Inspection Services

Dear Mr. Strickland,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Compton Public Works Department for the Annual Residential Rehabilitation Project (Phase 1) Project Construction Management and Inspection Services. Z&K is a woman-owned, METRO SBE Certified business located in Southern California that specializes in the provision of Construction Management, Construction Inspection, Plan Review, Project Management, Building Department Administration, Design, Staff Augmentation, and other Engineering Consulting Services.

The Z&K team will act seamlessly as an extension of City staff. Our team members' versatile experience in Construction Management and Inspection of major projects and staff augmentation for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding services on similar projects through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the projects to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as experts in construction management and inspection services. Our key team members have over 30 years of specialization experience in construction management and inspection services for public agencies. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve. The Z&K Team is prepared to quickly provide exceptionally qualified personnel. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFP. Our team can assist the City with all aspects of the requested services.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. The personnel listed in the proposal shall be available and assigned to the City based on illustrated workload. This cost proposal shall remain valid for a period of not less than 180 days from the date of submittal. The Z&K Team has current registrations with the California Department of Industrial Relations (Z&K DIR No. 1000029878) and is a California C Corporation. The Z&K Team will obtain a City of Compton Business license and provide the required evidence of insurance coverage within ten (10) business days of selection. The Z&K Team commits to making safety of the traveling public and the work crews the number one priority throughout the construction duration. We are excited about this opportunity to serve the City of Compton and are committed to the successful and early completion of this important project.

Sincerely,

Crystal Faqih
President, Z&K Consultants Inc.
247 E. Palmdale Ave | Orange, CA 92868
951.310.7470 | cfaqih@zandkconsultants.com

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Fee ..... Separate Envelope

Appendix A: Personnel Resumes

Appendix B: Example Documents

Company Overview

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

COMPANY OVERVIEW | FIRM BACKGROUND

Firm Background: Z&K Consultants Inc. (Z&K) is a leading provider of construction management and construction inspection services. Z&K has exceptional experience in construction management and inspection of projects for Southern California municipal agencies in the following project types/features: street improvements, buildings, bridges, interchanges, wastewater plants, pipelines projects, drainage improvements, libraries, parks, lighting, sports fields, bike trails, traffic signals, utility relocation, sewage systems, pump stations, channels, earthwork grading, landscaping and irrigation, grade separations, water systems, ADA compliance, sidewalk, curb and gutter, curb ramps, pavement rehabilitation/improvements, and public service facilities. Z&K is a full-service civil engineering firm specializing in professional engineering services ranging from construction management, construction inspection, project management, structural engineering, plan review, and staff augmentation. Z&K is teaming with FALCON Engineering Services (DBE) for Construction Management Services.

Z&K is a woman-owned, certified small business (SBE) in California. Our clients know that we are laser-focused on their success. Clients know that Z&K will deliver outstanding results for their projects – that is why approximately 90% of our business comes from repeat clients. We understand that sustaining our business and growing is dependent on the quality of services that we provide to our clients. **Z&K exclusively services public agencies.** Z&K has offices located in Orange, San Bernardino, Corona, Oceanside, and Riverside. *There is no potential conflict-of-interest with Z&K Consultants and the City of Compton.*

Z&K has extensive experience in Projects similar to the City of Compton Rehabilitation Project.

Over the last 10 years, the Z&K team has completed capital improvement projects, including:

- Numerous On-Call Construction Management and Inspection Contracts with Los Angeles County / City of San Bernardino / County of Riverside / Caltrans (CT)
- I-15/Limonite Avenue Interchange Project (City of Eastvale)
- SR-60 / Nason Interchange Improvement (City of Moreno Valley)
- SR-60 / Moreno Beach Interchange Improvement (City of Moreno Valley)
- Veteran Sports Park at Tustin Legacy (City of Tustin, CA)
- Infill Housing Sidewalk and Street Improvements (San Bernardino, CA)
- Pavement and Sidewalk Rehabilitation at Ten Locations (San Bernardino, CA)
- On-Call Construction Management, Inspection and Testing Services for Pavement Rehabilitation Program – Winchester Road (City of Temecula, CA)
- As-Needed Construction Inspection Services (Los Angeles County)
- SR-60/Nason Street Overcrossing (City of Morena Valley)
- I-215 / Van Buren Interchange Improvement (Riverside County)
- SR-91 / Van Buren Interchange Improvement (City of Riverside)
- I-10 / Citrus Interchange Improvement (SANBAG)
- I-10 / Cherry Interchange Improvement (SANBAG)
- Magnolia Avenue Grade Separation Improvement (Riverside County)
- River Road Bridge and Street Improvement (Riverside County)

These projects include funding from various propositions, STP programs, Metro On-Call, Federal / State/Local Funding/ Caltrans (CT), Local Assistance Procedures Manual (LAPM), with CT Oversight (OS), and CT Filing System Procedures.

Many of these projects have received the Construction Management Association of America (CMAA) and the American Public Works Association (APWA) awards for Excellence, Quality, Cost & Schedule Control. Key Z&K team members all have over 30 years' experience, completed many capital improvements projects with federal / state / local funding. **Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex transportation improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.**

FALCON ENGINEERING SERVICES | CONSTRUCTION MANAGEMENT SERVICES

FALCON was founded in 2007 and is a **METRO Certified DBE and SBE**. FALCON specializes solely in construction management and construction inspection services for public infrastructure projects. These types of projects include various freeway/rehabilitation (HMA, JPCP) pavements, interchanges, local street improvements, signalized intersections, and major road construction projects. Other project experience includes ADA compliance accessibilities, sidewalks, multi-use trails (hiking, equestrians, and bicyclist), dual pathways, drought-resistant landscaping, hardscaping, curb & gutter, median lanes, acceleration, and deceleration lanes, and wayfinding signage. FALCON will provide as-needed Inspection Services.

Z&K has **exceptional experience** in construction management and inspection of projects for Southern California municipal agencies in the following project types/features:

- Storm Drain Improvements
- Slope Repair
- Street Slurry Seal/Rehabilitation
- Concrete Improvements
- Playground and Park Renovation
- Pavement Improvements
- Street Lighting
- Intersection
- Improvements
- Street Improvements
- Sidewalk & Curb Ramps
- Storm Drain & Catch Basin Adjustments
- Street Resurfacing
- Street Concrete Rehabilitation
- Sign Relocation
- Curb and Gutter
- Utility Relocation
- Traffic Control
- Major Water & Wastewater Projects
- Dust, Debris and SWPPP Control
- ADA Compliance
- Mass and Fine Grading
- Landscaping & Irrigation
- Parks & Facilities
- Lift Stations
- Pipeline Projects

Our proposed team members are recognized as **experts** in construction management and inspection services. **Our key team members have over 30 years of specialization experience in construction management and inspection for public agencies.** The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve. The Z&K Team is prepared to quickly provide exceptionally qualified personnel. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFQ. Our team can assist the City with all aspects of construction management and inspection services. Our key personnel have **100% availability** for the City of Compton projects.

Knowledge of Standards, Procedures, and Regulations: Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Some of the requirements are as follows:

- Project Construction Documents
- City Codes & Ordinances
- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 30-hr OSHA Training Certification
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Local Assistance Procedures Manual (LAPM)
- Site Health and Safety Plan
- Project Safety Plan (PSP)
- City of Compton Standards and Design Manuals
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Caltrans Standards, Specifications, and Procedures
- Activity Hazard Analysis (AHA)

Qualification Statement: **It is our promise** that every construction manager and construction inspector assigned to your projects will be knowledgeable and experienced in all aspects of required field and office construction management work. Our proposed team has thorough knowledge and capabilities to provide the following (at a minimum):

- Pre-Construction Conference
- Management Information System (MIS)
- Review Traffic Control Plans
- Meeting
- Issues Management
- Schedule
- Cost Control
- Labor Compliance
- Request for Information (RFIs) & Submittals
- Change Orders
- Dispute Resolution
- Quality Control/Inspections
- Public Relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- "As-Built" Drawings
- Final Walkthrough
- Project Completion Report

Z&K versatile experience in Construction Management and Inspection Services of capital improvement and major infrastructure projects for the local jurisdictions makes the Z&K team uniquely qualified to provide construction management and inspection services for the City of Compton. Specifically, we offer:

Construction Management & Inspection Know-How: The construction management team proposed on this project have over **30 years** of experience in construction management, construction inspection, and project management. We have successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project.

Relevant Project Experience: Z&K has significant experience managing and inspecting construction projects on behalf of cities and public institutions including rehabilitation projects.

Complex Logistics: Our proposed team members are experts in managing occupied project sites and developing and implementing complex phasing plans that allow the efficient installation of construction without disruption to the occupants and their operations.

Local Knowledge: We are very proud of the work that we are doing and have completed in the local counties and cities. Our proposed construction management and inspection team is very excited to contribute our expertise within our own community.

Schedule Control: Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

INFILL HOUSING SIDEWALK AND STREET REHABILITATION IMPROVEMENTS, SAN BERNARDINO, CA

The Z&K Team is providing Construction and Project Management Services for this project. The project includes concrete improvements and pavement improvements of four major streets in the City of San Bernardino. The concrete improvements involved the removal and placement of sidewalk along both residential and commercial streets. Z & K personnel conducted a pre-construction walkthrough with the contractor to review traffic control, sign relocation, SWPPP control and to determine removal limits for concrete improvements. The walk through ensures the sidewalk and unclassified excavation/unclassified fill quantities will not be exceeded during construction. Additionally, Z & K personnel supervises the contractor and provides observation/inspection to ensure contractor is complying with project plans and specifications. The project includes over 40,000 square feet of new sidewalk as well as 250,000 square feet of new asphalt pavement. Z & K personnel reviewed contractor's traffic control plan, asphalt and concrete mix designs, and various other submittals. Additional improvements included cross gutters, curb & gutter, survey monument reestablishment, manhole/utility vault adjustments, and storm drain catch basin adjustment. The project cost was approximately $1.4 million.

Project Reference: Saba Engineer, Principal Civil Engineer | Phone: (909) 384-5284

STREET REHABILITATION AND RESURFACING AT TEN LOCATIONS, SAN BERNARDINO, CA

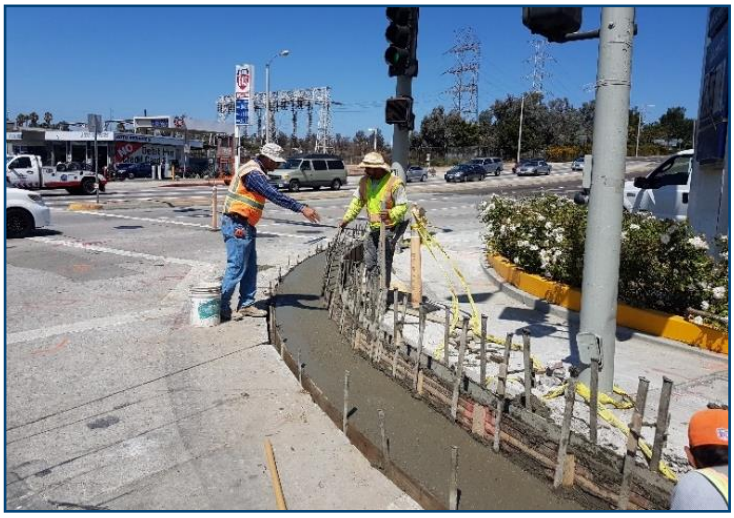
The Z&K Team is providing Construction and Project Management Services for this project. Z & K personnel performed constructability reviews of the project plans and specifications prior to the bid release. The project includes unclassified excavation/fill, coldmill & overlay, and concrete improvements of several streets. The project also includes tree removals and several manhole/utility adjustments. Z & K personnel coordinated the distribution of public notifications to several schools, churches, and residential homes affected by the placement of new sidewalk, driveway approaches, curb ramps, and pavement for this project. The project cost is approximately $4.5 Million.

Project Reference: Saba Engineer, Principal Civil Engineer | Phone: (909) 384-5284

AS-NEEDED CONSTRUCTION INSPCTION SERVICES, LOS ANGELES COUNTY

Example Projects:

- Slauson Avenue Revitalization, LACDPW, Los Angeles **($740k)**
- Firestone Blvd Street Rehabilitation Willowbrook Green Alley, Willowbrook, Ca **($2.4M)**



The Z&K Team was selected by County of Los Angeles to perform construction management as a subconsultant for this project which includes resurfacing of roadway pavement tire rubber modified asphalt concrete; reconstruction of curb and gutter, sidewalk, driveways, and curb ramps; construction of concrete pavement and crosswalks, and streetscape improvements; and the performance of other appurtenant work. **The Z&K team is effectively managing key issues including Schedule Control, Environmental Compliance, Communication, Cost Control, Contract Change Orders and Quality to ensure that the project is successfully completed within time and budget.**

Technical Features include: AC Paving, Concrete Paving, Curb Ramps (ADA Ramps), Sidewalk, Landscaping and hardscaping, Electrical Street lighting, Sign Relocation, Traffic Control, Adjusting manhole and Utility Vaults, Signals reconfiguration

Project Reference: Wael Faqih, Project Manager | Phone: (951) 264-2350

CITY OF TEMECULA ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND TESTING SERVICES FOR PAVEMENT REHABILITATION PROGRAM – WINCHESTER ROAD (JEFFERSON AVENUE TO YNEZ ROAD)

The Z&K Team is providing construction management, inspection, and testing services as a subconsultant for a pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers. The project cost is approximately $1.4 million. Technical Features include: Remove and replace existing asphalt pavement, Reconstruction of Traffic loops, Adjust Manholes, Sidewalk, Curb ramps, driveways, Adjust Valves for different utilities, Installation of Striping, Pavement Markers.

Project Reference: Wael Faqih, Project Manager | Phone: (951) 264-2350

I-215/VAN BUREN INTERCHANGE PROJECT – COUNTY OF RIVERSIDE (RCTD)

The Z&K Team provided full Construction Management support services and field personnel as a subconsultant to the Riverside County Transportation Department (RCTD) on the $32M, I-215/Van Buren Boulevard Interchange Improvements Project. The Riverside County Transportation Department (RCTD), in cooperation with the California Department of Transportation (Caltrans), March Joint Powers Authority (MJPA), and Riverside County Transportation Commission (RCTC), issued a construction contract to improve the I-215/Van Buren Interchange to accommodate the recent increase in traffic volumes and to facilitate future growth. The reconfiguration of the existing tight diamond interchange included the addition of a new eastbound to northbound entrance ramps, realignment and widening of Van Buren Boulevard, replacement of the existing bridge structures over the railroad and freeway, minor realignment of southbound I-215, and widening on Van Buren Blvd. and I-215 Freeway between Cactus Ave and Harley Knox. Work outside the interchange involved the addition of a traffic signal and street lighting, lighting at the northbound ramps, auxiliary lanes along I-215 between Van Buren Boulevard and Cactus Avenue, and acceleration/deceleration lanes south of Van Buren Boulevard. Various aesthetic treatments were proposed on the bridge structures, retaining walls, and decorative landscaping to reflect the area's military influence. Budget/No claims/Excellent Public Outreach.

Relevant Features: Local street improvements, Signalized intersections, Roadway widening, new alignment, Construct new Overcrossing Bridge, new ramps (on/off/on-loop ramp), Freeway widening (AC/JPCP), Acceleration/deceleration lanes, Drainage systems improvement / reconstruction, CIP-PS box girder bridge (single span), CIP-PS-Box Girder Bridge (OC), AC, JPCP freeway lane widening/ramps & ramp terminals, Driven piles & Abutments, MSE walls/retaining wall, Multi-agency coordination, Roadway widening, new alignment.

Project Reference: John Marcinek, Project Manager | Phone: (951) 955-3727

COMPANY OVERVIEW | PROPOSED KEY PERSONNEL

PROJECT TEAM SUMMARY

Our team members are multidisciplinary and have numerous licenses and certifications. Our proposed team is exceptionally strong and will assure the successful delivery of the City's projects.

Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of this contract to consistently deliver the City of Compton successful projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver this project with such benchmarks in mind.

Our proposed Z&K team has worked together on numerous projects and share great synergy. **Our proposed team members have over 30 years of experience in construction management of similar projects.** Mr. Faqih, Mr. Hunkle, and Mr. Dawson are all multidisciplinary and have numerous licenses and certifications. Our inspectors can perform all inspections resulting in **cost savings** for the City. The project team is **committed 100%** to this contract.

Zack Faqih, PE, CBO, MSCE, QSD/P
Construction Manager

EDUCATION AND PROFESSIONAL REGISTRATION:
MSCE – Structures Cal State Fullerton 2005
BSCE – Civil /Transportation Cal State LA 1985
» Professional Engineer, P.E. State of California, C57958
» Certified Accessibility Inspector/Plans Examiner
» Certified Building Official, C.B.O., CABO / ICC #3741
» Certified Plans Examiner, I.C.B.O., #1020345-60
» Certified Mechanical Inspector I.C.B.O. #1020345-40
» Certified Plumbing Inspector I.C.B.O. #1020345-30
» Certified Electrical Inspector I.C.B.O. #1020345-20
» SWPPP (QSD) & (QSP) Certificate # 22055
» OSHA 30 Hour Construction Safety & Health
» State Certified HERS Rater
» Certified Emergency Inspector
» C.G.B.P Certified Green Building Inspector
» Certified Special Inspector for Fire Proofing, Structural Welding, Structural Steel & Reinforced Concrete

Zack Faqih, PE will personally lead the Z&K Team. He will perform all Construction Management tasks and serve as the Construction Manager. Zack has over **30 years** of experience in project and construction management in both private and public sectors. Zack specializes in capital improvement projects and major public works infrastructure projects. He has served as the Deputy Building Official for numerous agencies. He has demonstrated expertise in all aspects of project and construction management through a wide range of responsibilities including budget analysis, contract negotiations, schedule development and assessment, constructability reviews, bid document review, project closure documentation, stakeholders and team coordination, quality control, quality assurance, and management of the flow of information between project members and stakeholders.

Gregory Hunkle, CBO, ICC Certified
Senior Construction Inspector

Mr. Hunkle will serve as a Senior Construction Inspector for this contract. Mr. Hunkle has over 27 years of experience providing quality control and quality assurance with extensive experience on major capital improvement projects. Mr. Hunkle has provided construction inspection services on numerous street rehabilitation projects, water/wastewater projects, storm drain improvement projects, and transportation projects. Mr. Hunkle also performs special inspection and is ICC certified.

Thomas Dawson, CBO
Senior Construction Inspector

Mr. Dawson will serve as a Senior Construction Inspector for this On-Call contract. Mr. Dawson has over 25 years of experience in construction management and inspection for Public Works projects. Mr. Dawson has been a Senior Construction Inspector on numerous public works projects ranging from street improvement projects, parks, facilities, storm drain improvements, and pipeline projects. He has also served as a building inspector for the County of Orange.

Patrick Fraire, BSCE
Construction Inspector

Mr. Fraire will serve as a Construction Inspector for this On-Call Contract. Mr. Fraire has served as the construction manager and construction inspector for various On-Call contracts including numerous projects for our On-Call contract with the City of San Bernardino. He has experience on street improvement and intersection projects, sidewalk projects, parks, and heavy-civil projects including bridge replacement and interchange projects.

Brittany Duhn, PE
Office Engineer/Document Control

Ms. Duhn will serve as the Office Engineer/Document Control for this Contract. Ms. Duhn has proven expertise in office engineering, CWSRF funding and labor compliance documentation and brings an organized, disciplined contract administration approach to the team. She has extensive experience in project management, construction management, and field inspections. She provided office engineering and site administration services for the $110M Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation for the City of Beaumont.

ORGANIZATION CHART

Key
(Z) Z&K Consultants, Inc.
(F) Falcon Engineering Services, Inc.

Principle-in-Charge
Crystal Faqih (Z)

Construction Manager
Zack Faqih PE, MSCE, QSD/P, CBO (Z)

Office Engineer/Document Control
Brittany Duhn, PE (Z)

Senior Construction Inspectors
Gregory Hunkle, CBO, ICC Certified (Z)
Thomas Dawson, CBO (Z)

Construction Inspector
Patrick Fraire (Z)

Alternate Sr. Construction Inspectors
Mohammad Khalaileh, PE (F)
Tariq Malik, PE (F)
Raymond Frangie (Z)

Alternate Construction Inspectors
Ahmad Faqih, PE (F)

Alternate OE/Document Control
Zaid Afanan, PE (F)

As Needed Resources
Technical Support Jamal Zughbi
Community Outreach Dennis Green
Senior Land Surveyor William Henry, PLS
Senior Landscape Architect Charles Lamb RA, BS
Soils/Geotechnical Engineer Hashmi Quazi, PhD, PE
Structural Engineer Ahmed Ibrahim, PhD, SE, PE, PP
Sr. Traffic/Signal Engineer Hernando Cotangco PE,TX
SWPPP/Environmental Specialist Dion Castro, QSP/D, TOR
AutoCAD/Microstation Designer Alfred Ramirez, BSCE

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements. They deliver their knowledge and expertise with tact and seamless integration with staff and outside agencies.

COMPANY OVERVIEW| REFERENCES

City of Chino
Amer Jakher, Director of Public Works
13220 Central Ave, Chino, CA 91710
ajakher@cityofchino.org | 909.334.3250
Project Cost: $110M
Project: WWTP Expansion /Renovation
& Brine Pipeline Installation Project

City of San Bernardino
Saba Engineer, Principal Civil Engineer
290 N D St, San Bernardino, CA 92401
Engineer_Sa@sbcity.org | 909.384.5284
Project Cost: $350K
On-Call Project Management &
Construction Management

Western Municipal Water District
Karl Francis, Deputy Director of Engineering
14205 Meridian Pkwy, Riverside, CA 92518
KFrancis@wmwd.com | 951.571.7287
Project Cost: $8M
Victoria Avenue Recharge Water Facility

City of Corona
Aftab Hussain, Maintenance Manager
400 S Vicentia Ave, Corona, CA 92882
aftab.hussain@coronaca.gov | 909.202.5981
Project Cost: $110M
Project: WWTP Expansion /Renovation
& Brine Pipeline Installation Project

GKK Works/Cannon Design
Brandon Deckker, Constuction Director
2355 Main Street Suite 220, Irvine, California 92614
bdekker@cannondesign.com | 949.265.8952
Project Cost: $28M & 4.7M
Veterans Sports Park at Tustin Legacy &
Yvonne Burke John Ham Park Community Center

Inland Empire Utility Agency
Jamal Zughbi, Senior Civil Engineer
6075 Kimball Avenue Building
"B", Chino, California 91708
jzughbi@ieua.org | 909.993.1698
Water Quality Laboratory &
Central Chiller Plant Expansion

Approach and Methodology

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

Approach & Methodology

Z&K has **exceptional experience** in construction management and inspection of projects for Southern California municipal agencies in the following project types/features:

- » Cold Mill
- » ARHM Pavement
- » AC Base Course
- » Aggregate Base
- » Full Depth AC Slot Pavement
- » Curb & Gutters
- » Sidewalks
- » Cross Gutter
- » Alley Intersection
- » Driveway Approach
- » Curb Ramps
- » Signing
- » Striping
- » Markings
- » Pavement Legends
- » Speed Hump
- » Traffic Signal Loop
- » Adjust to grade existing sewer manhole
- » Water Valve
- » Water Meter
- » Storm Drain Manhole

Scope of Work

Pre-Construction Conference	
Function	Outline project specifics. Inform contractor of project administration procedures.
Deliverables	Meeting agenda & meeting minutes.
Z&K Approach and Methodology	As the first order of work, Z&K will schedule a kick-off meeting to establish a line of communication as well as the protocol and procedures to be used throughout the project. The Project Manager and Design Engineer will be invited to discuss the intent of the plans as well as any coordination, operational, permit, or funding concerns. Z&K will schedule, coordinate, and conduct a pre-construction conference. An agenda will be prepared in advance to notify attendees of key items for discussion. At the pre-construction meeting, we will discuss special contract and/or concerns, and establish the protocol to be used throughout the project. Z&K will distribute meeting minutes to all parties in attendance. The meeting will highlight the contractor's responsibility for items such as: • Order of work • Permit and environmental agreements • Safety and access • Progress pay requests • Labor Compliance • Submittals, RFIs and CCOs • Quality control and materials certification Schedule updates and weekly meeting
Management Information System (MIS)	
Function	Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

Deliverables	Paper files, digital files, correspondence logs.
Z&K Approach and Methodology	Prior to the commencement of construction, Z&K will establish a cloud-based construction administration and filing system that saves time and reduces risk. Z&K will utilize a proven system such as EADOC to integrate information from the Design Engineer, Construction Manager, and Owner's teams to ensure a consistent and reliable avenue of communication for all project stakeholders. Our proposed office administrator will be responsible for setting up the document control system. The cloud-based document tracking system will log, track, and process all correspondence, submittals, RFIs, cost quotations, potential change orders, change orders, claims, progress payment requests, and other documents received. At project completion, the mater set of project files will be indexed and turned over to the City. The Master set of the project files will be submitted in both hard and digital formats.
Review Traffic Control Plans	
Function	Review contractor's plans for traffic control, detours, shutdowns and access for emergency vehicles. Review of phasing plan/sequence of work.
Deliverables	Review traffic control plan & phasing plan.
Z&K Approach and Methodology	Z&K has extensive experience with all types of traffic control processes, including City and County streets and Caltrans right-of-way, night closures, and traffic control. The Inspectors will work closely with the Construction Manager in performing traffic control inspections and work will not be allowed to begin until the closure conforms to the approved Traffic Control Plan. Our staff is familiar with the traffic control standards in the Work Area Traffic Control Handbook (WATCH) Manual and the Manual of Uniform Traffic Control Devices (MUTCD) and will verify that the Contractor implements the requirements in their traffic control plans.
Meetings	
Function	Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
Deliverables	Meeting agenda & meeting minutes.
Z&K Approach and Methodology	Coordinate weekly site meetings with the Contractor and City staff and prepare and distribute meeting summaries.
Issues Management	
Function	Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
Deliverables	Design clarifications. Contract change orders.
Z&K Approach and Methodology	Z&K will develop a comprehensive risk matrix to identify project risks and provide recommendations on mitigating these risks. We have already developed a preliminary risk matrix based on our similar project experience and review of the available documents.
Schedule	

Function	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
Deliverables	Schedule reports and recommendations of "As-built" schedule.
Z&K Approach and Methodology	The Z&K Team will prepare a master project schedule. Z&K will routinely review the contractor's schedule update to the baseline schedule and identify potential areas of delay to the critical path. From the weekly look ahead schedule, the team will ascertain that the schedule logic, milestones, and floats are within allotted tolerances. The Z&K team will provide a critical path method schedule to monitor the project progress closely, define the critical path tasks, and provide, on a monthly basis, an update of accomplishments and projected project schedule goals for the following month. As work progresses, we will update the schedule to reflect the percent complete and forecast completion.
Cost Control	
Function	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments. Myrrh Street is CDBG funded and requires separate paperwork review and processing.
Deliverables	Budget reports and cost estimate reviews.
Z&K Approach and Methodology	Z&K has successfully delivered numerous public works projects involving federal and state funding. Our Construction Management Plan (CMP) ensures project documentation complies with funding requirements. This results in an efficient monthly pay application and project closeout process. The project budget will be closely monitored, and the team will communicate any anticipated changes to the City. Strict compliance with the original scope of work and initial construction cost budget can be achieved through continuous, and timely communications with City staff.
Labor Compliance	
Function	Provide labor compliance report (s)
Deliverables	Provide labor compliance report (s) to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
Z&K Approach and Methodology	Perform labor compliance tasks including verifying certified payrolls, DBE utilization, subcontractor utilization, and labor interviews.
Request for Information (RFIs) & Submittals	
Function	Review Request for Information (RFIs) and submittals received from the Contractor. Log in and distribute to appropriate parties.
Deliverables	Provide a list of RFIs and responses. Provide a list of submittals and responses.
Z&K Approach and Methodology	Z&K and our EADOC contract administration system will log, track, manage the distribution, and ensure timely review of all submittals and RFIs. The log will identify each submittal and resubmittal, the date received, when the submittal, is returned to the contractor, the action required, and other pertinent information. We will coordinate with the Design Engineer for their review of technical submittals and RFIs and any required design revisions. Z&K will coordinate the review of shop and working drawings submitted by the

	Contractor for compliance. Submittal and RFI reviews will be prompt and normally will not exceed two weeks. We will prepare a list of expected including technical submittals to be reviewed by the Design Engineer and compare it to the Contractor's list of submittals.
Change Orders	
Function	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
Deliverables	Independent cost estimate change orders ready for execution of change order summary reports.
Z&K Approach and Methodology	Z&K works proactively to eliminate or reduce project impacts from change orders. Z&K will provide first-line management of CCO administration including: • Review and evaluation of CCO requests • Project mitigation such as possible alternatives and negotiation as the City's advocate • Written approval from the City's Project Manager prior to approval of any extra work • Investigation and inspection of site conditions that differ from those described in the contract documents • Schedule impact and analysis and verification; recommendations to the project Owner on acceptance; and impact mitigation • Review of submittals in support, and recommendation for resolution, of claims and disputes • Verification of costs (estimating)
Dispute Resolution	
Function	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
Deliverables	Dispute avoidance procedures and give recommendations.
Z&K Approach and Methodology	Develop and implement an Alternate Dispute Resolution ladder to resolve construction issues in a timely manner. As your Construction Manager, we will evaluate any potential claims from the Contractor – first for whether there is entitlement and secondly what the fair and reasonable amount of the entitlement we will recommend to the City to pay the Contractor.
Quality Control/Inspection	
Function	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
Deliverables	Photography and videotapes project files.
Z&K Approach and Methodology	Z&K will provide full-time on-sire daily Inspectors for each project. The Inspector's primary duties will be to inspect and verify all work in place meets

	the requirements of the contract plans and specifications, shop drawings, and change orders as well as maintenance of project documentation. • Monitor corrective actions taken by the contractor for work that is not in compliance with the contract documents and needs to be fixed • Field Inspection Diaries (to be submitted weekly). • Digital photos and/or video documentation prior to work, with work in progress, and upon acceptance of work. • Monitor record documents monthly to determine if they are being maintained by Contractor • Review the Contractor's compliance with regulatory permits and mitigation measures. • Review the contractor's compliance with stormwater regulations and SWPPP. • Review the Contractor's compliance with workplace safety and health standards and notify the City of non-compliance • Review materials/hardware delivered to the site for compliance with approved submittals.
Public Relations	
Function	Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.
Deliverables	Verbal and written notices delivered to local businesses.
Z&K Approach and Methodology	Z&K will provide community outreach and manage public relations for the duration of the project. The services will include, at a minimum, the following: • Prepare and distribute information materials for the public including project fact sheets and project updates. • Establish and manage a construction hotline and email address for project stakeholders, residents, and interested parties to call with construction issues and concerns. We will log calls and provide monthly reports to the City on efforts. • Attend community meetings as needed to address the public. • Manage public inquiries for the contractor and the City. • Document and investigate public complaints. We will advise the City of concerns and findings. We will assist the City with complaints as needed.
Permit/Environmental Compliance	
Function	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
Deliverables	Daily inspection reports and correspondence.
Z&K Approach and Methodology	In addition to the construction activities, the project team must also review and enforce the requirements stipulated in the permits issued by the regulatory and environmental agencies. Our team has extensive experience working with the State Department of Fish and Wildlife, Department of Water Resources, and other state and federal agencies that may have input on the project.
Progress Payments	

Function	Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.
Deliverables	Progress payment request documents
Z&K Approach and Methodology	The Z&K Construction Manager and Inspection staff bring a detailed understanding of the City processes for administering Contractor payment per the City's standards & procedures. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will reconcile the work done with the pay requests. Z&K will work with the Contractor on required corrections to the pay requests and ensure that they are in the format and forms required by the City. The pay requests will be submitted to the City with a statement that they have been reviewed. Z&K will keep accounts of all pay requests including amounts retained, dates submitted, dates paid, actual payments, changes in contract amounts, and any other pertinent information. Z&K will continually keep the City updated with the accounting.
Monthly Status Reports	
Function	Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.
Deliverables	Monthly report.
Z&K Approach and Methodology	Preparation and submittal of a monthly Construction Manager progress report with a monthly progress payment request. The monthly progress report will include: • An overview of work accomplished during the previous month • An overview of work to be accomplished the following month. • An updated schedule (based on the Contractor's schedule of values). • A list of problem areas, if any, and proposed corrective actions. • A bar graph comparing the monthly and cumulative invoiced amounts with the total authorized CM budget. • Review the Contractor pay request and reconcile the work done with the pay request. Submit the requests to the City along with a written statement that they have been reviewed. • Stop Notices: Track and log all Preliminary Notices and all Stop Notices for the City. We will provide the City notice of any problems with making payments due to stop notices within 12 hours of being notified. • Tracking and Logging: Keep accounts of all pay requests including amounts retained, dates submitted, dates paid, actual payments, changes in contract amounts, and any other pertinent information.
Site Safety	
Function	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.
Deliverables	Accident reports and monthly reports.

Z&K Approach and Methodology	Z&K recognizes that job site safety is the highest priority on any work site and requires vigilance by everyone. Z&K Inspection staff is knowledgeable with the Caltrans Safety Manual and the OSHA Construction Safety Orders. The Inspectors will attend the Contractor's and City's Safety Meetings and promote safety throughout the life of our contract. Z&K will review, monitor, document and enforce contractor safety procedures for compliance with laws and regulations for all shoring, trenching, and excavation safety. If any safety violations occur, Z&K will take immediate action to correct the issue and report any incidents to the City.
"As-Built" Drawings	
Function	Collect, review, and transmit contractor's As-Built Plans to engineer.
Deliverables	Data for record drawings.
Z&K Approach and Methodology	Coordinate preparation of the record drawings with the Design Engineer. The record drawings will include CADD files and printed mylars. We will manage the Design Engineer's performance on the record drawings and check the record drawings prior to transferring to the City.
Final Walkthrough	
Function	Make final inspections, Prepare punchlist. Verify that required certificates of compliance, O&M manuals and asbuilt drawings have been delivered.
Deliverables	Punch list.
Z&K Approach and Methodology	The Z&K Team will check the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor and prepare the necessary punch lists. Z&K will conduct a final inspection/walk-through including maintenance and service personnel. The Team will issue a preliminary and final punch list.
Project Completion Report	
Function	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records.
Deliverables	Final progress payment, Notice of Completion and Final report. Deliver project records to the City.
Z&K Approach and Methodology	Deliver to the City an electronic notebook comprised of all accepted shop drawings, material test results, certifications, daily field inspection reports, meting minutes, conversation logs, and photo documentation. The notebook will be divided into logical sections and include a table of contents with hyperlinks. Prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to the City. The report will also include a section on future suggestions and lessons learned. Evaluate substantial completion and beneficial occupancy of the work; advise the City when the NOC should be filed. Upon the City's concurrence, prepare the NOC for the City to execute and file.

Technical Approach

The proposed schedule was developed using Primavera P6 technology. Z&K assumed that no construction will be conducted until the contractor gets an approved traffic control plan that make sure that the public will move around the construction safely and with minimum inconvenience.

Our Project Schedule includes a preliminary draft CPM Schedule demonstrating that this project can be completed in approximately ~ 96 – WD (time savings of approximately 35 WD). These estimates are supported by our preliminary construction schedule yielding a significant savings along with approximately 25% of overhead construction management and construction costs. The most significant saving is less inconvenience to the community and less City exposure due to shortened construction duration. This will help extend access project funds into other important projects.

As part of our due diligence, Z&K Consultants has met with two reputed local contractors to ensure that our Project Schedule is optimal and feasible. Our team members have achieved such savings on many other projects, so our track record and previous experience supports our proposal to the City.

Prompt Constructability Reviews and Alternative Construction Methods Allow for Cost and Schedule Savings. In order to deliver effective cost and schedule control, proper review time which allows for the identification of potential design problems as well as cost and savings opportunities must be a top priority. Upon notice-to proceed, our in-house design team will conduct a thorough constructability review that will focus on anticipating issues in the field and resolving them through fast and flexible upfront problem solving. This approach will result in timely completion of work, claims avoidance, and reduction of public inconvenience. Our team has identified the following key issues and action items from our preliminary constructability review:

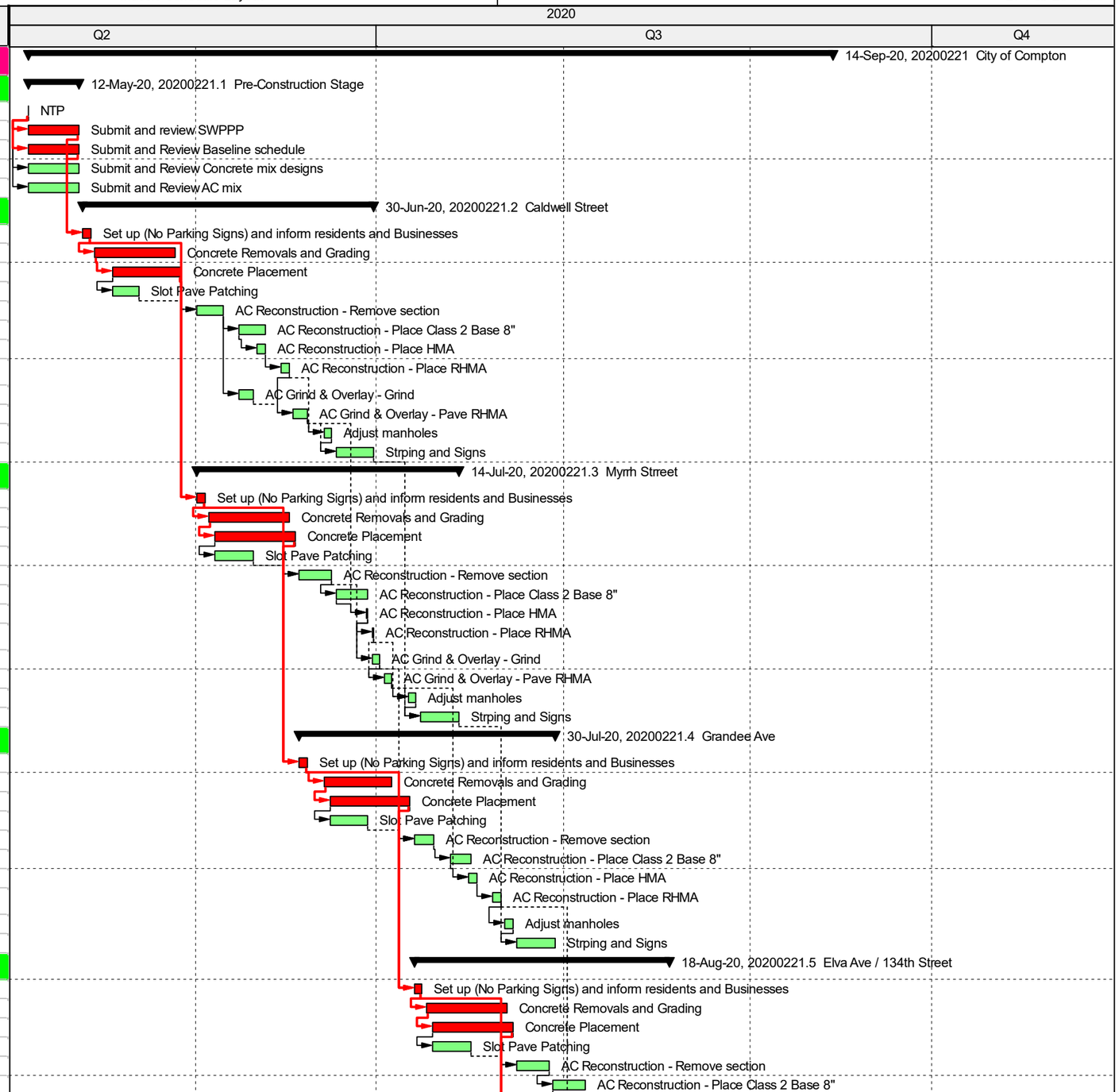
- Utility coordination: Communicate with utilities early since some of the manholes may need to be adjusted by the Owner and require utility coordination.
- Public outreach: Early notifications for residents and the local community reduce the number of claims and project delay. This Project is located between the Casino, High School and the Court House.
- Traffic Control: Promptly approve Traffic Control plans, taking into consideration that some intersections have cross gutters that need to be constructed into two stages and allow 3-5 days of cure either by using steel plates on top or route traffic to only one side of the intersection (not allowable most of the times).
- Documentation: Picture documentation before the project start is critical to protect residents and contractor from future claims.
- ADA Compliance: Our inspectors are experienced in ADA ramps and are able to make decisions to remove and replace extra areas of sidewalks to bring the ADA ramp to compliance.
- Concrete Quantities: Z&K will work closely with the Designer to ensure that the bid documents will be easy to track. It may be beneficial to have the concrete removal items (crosswalks, sidewalk and curbs) be paid by square feet and linear feet instead of concrete volume.
- Extra Work: Many areas the plans are calling for a 2" grind and overlay for an existing roadway. The roadway may be failing and would require a full section replacement which would result in a full removal of the AC section. The base may also need to be replaced which would be extra work. One of the first tasks for Z&K would be an in depth site visit to review these items.

Proposed Schedule of Work

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

Activity ID	Activity Name	Predecessors	Original Duration	Start	Finish
20200221 City of Compton			96	04-May-20	14-Sep-20
20200221.1 Pre-Construction Stage			7	04-May-20	12-May-20
010	NTP		0	04-May-20*	04-May-20
020	Submit and review SWPPP	010	7	04-May-20	12-May-20
030	Submit and Review Baseline schedule	010	7	04-May-20	12-May-20
040	Submit and Review Concrete mix designs	010	7	04-May-20	12-May-20
050	Submit and Review AC mix	010	7	04-May-20	12-May-20
20200221.2 Caldwell Street			35	13-May-20	30-Jun-20
060	Set up (No Parking Signs) and inform residents	020, 030	2	13-May-20	14-May-20
070	Concrete Removals and Grading	060	10	15-May-20	28-May-20
080	Concrete Placement	070	10	18-May-20	29-May-20
090	Slot Pave Patching	080	5	18-May-20	22-May-20
100	AC Reconstruction - Remove section	090, 080	5	01-Jun-20	05-Jun-20
110	AC Reconstruction - Place Class 2 Base 8"	100	5	08-Jun-20	12-Jun-20
120	AC Reconstruction - Place HMA	110	2	11-Jun-20	12-Jun-20
130	AC Reconstruction - Place RHMA	120	2	15-Jun-20	16-Jun-20
140	AC Grind & Overlay - Grind	100	3	08-Jun-20	10-Jun-20
150	AC Grind & Overlay - Pave RHMA	140, 130	3	17-Jun-20	19-Jun-20
155	Adjust manholes	150, 130	2	22-Jun-20	23-Jun-20
160	Strping and Signs	150, 155	5	24-Jun-20	30-Jun-20
20200221.3 Myrrh Strreet			32	01-Jun-20	14-Jul-20
170	Set up (No Parking Signs) and inform residents	060, 080	2	01-Jun-20	02-Jun-20
180	Concrete Removals and Grading	170	10	03-Jun-20	16-Jun-20
190	Concrete Placement	180	10	04-Jun-20	17-Jun-20
200	Slot Pave Patching	190	5	04-Jun-20	10-Jun-20
210	AC Reconstruction - Remove section	200, 190	4	18-Jun-20	23-Jun-20
220	AC Reconstruction - Place Class 2 Base 8"	210	4	24-Jun-20	29-Jun-20
230	AC Reconstruction - Place HMA	220, 150	1	29-Jun-20	29-Jun-20
240	AC Reconstruction - Place RHMA	230	1	30-Jun-20	30-Jun-20
250	AC Grind & Overlay - Grind	210, 230	2	30-Jun-20	01-Jul-20
260	AC Grind & Overlay - Pave RHMA	250, 240	2	02-Jul-20	03-Jul-20
270	Adjust manholes	260, 240	2	06-Jul-20	07-Jul-20
280	Strping and Signs	260, 160, 270	5	08-Jul-20	14-Jul-20
20200221.4 Grandee Ave			31	18-Jun-20	30-Jul-20
290	Set up (No Parking Signs) and inform residents	170, 190	2	18-Jun-20	19-Jun-20
300	Concrete Removals and Grading	290	10	22-Jun-20	03-Jul-20
310	Concrete Placement	300	10	23-Jun-20	06-Jul-20
320	Slot Pave Patching	310	5	23-Jun-20	29-Jun-20
330	AC Reconstruction - Remove section	320, 310, 250	4	07-Jul-20	10-Jul-20
340	AC Reconstruction - Place Class 2 Base 8"	330	4	13-Jul-20	16-Jul-20
350	AC Reconstruction - Place HMA	340, 260	2	16-Jul-20	17-Jul-20
360	AC Reconstruction - Place RHMA	350	2	20-Jul-20	21-Jul-20
390	Adjust manholes	360	2	22-Jul-20	23-Jul-20
400	Strping and Signs	390, 280	5	24-Jul-20	30-Jul-20
20200221.5 Elva Ave / 134th Street			31	07-Jul-20	18-Aug-20
410	Set up (No Parking Signs) and inform residents	290, 310	2	07-Jul-20	08-Jul-20
420	Concrete Removals and Grading	410	10	09-Jul-20	22-Jul-20
430	Concrete Placement	420	10	10-Jul-20	23-Jul-20
440	Slot Pave Patching	430	5	10-Jul-20	16-Jul-20
450	AC Reconstruction - Remove section	440, 430	4	24-Jul-20	29-Jul-20
460	AC Reconstruction - Place Class 2 Base 8"	450	4	30-Jul-20	04-Aug-20



Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary

TASK filter: All Activities

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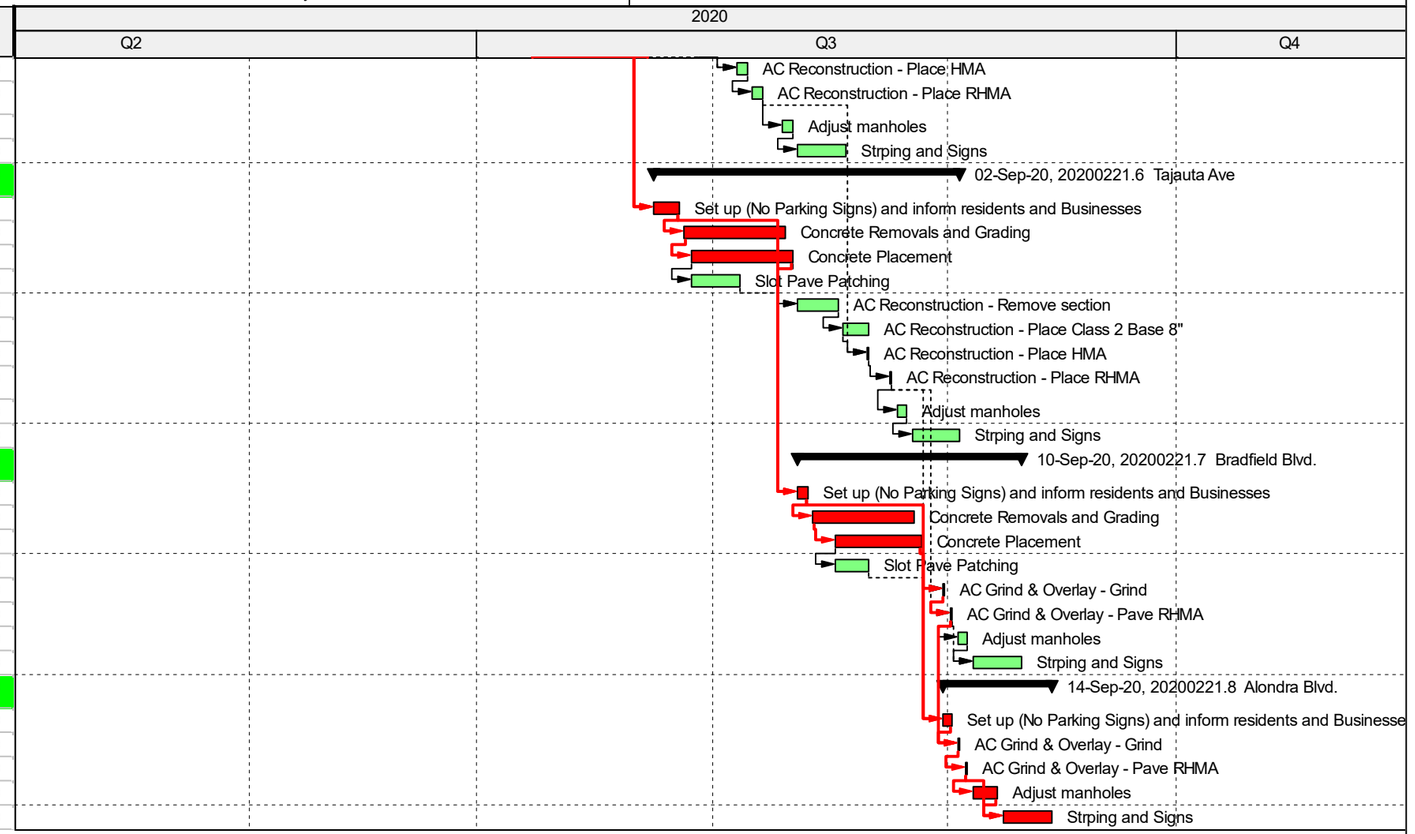
Activity ID	Activity Name	Predecessors	Original Duration	Start	Finish
470	AC Reconstruction - Place HMA	460, 360	2	04-Aug-20	05-Aug-20
480	AC Reconstruction - Place RHMA	470	2	06-Aug-20	07-Aug-20
490	Adjust manholes	480	2	10-Aug-20	11-Aug-20
500	Strping and Signs	490	5	12-Aug-20	18-Aug-20
20200221.6 Tajauta Ave			29	24-Jul-20	02-Sep-20
510	Set up (No Parking Signs) and inform residents	410, 430	2	24-Jul-20	27-Jul-20
520	Concrete Removals and Grading	510	10	28-Jul-20	10-Aug-20
530	Concrete Placement	520	10	29-Jul-20	11-Aug-20
540	Slot Pave Patching	530	5	29-Jul-20	04-Aug-20
550	AC Reconstruction - Remove section	540, 530	4	12-Aug-20	17-Aug-20
560	AC Reconstruction - Place Class 2 Base 8"	550	4	18-Aug-20	21-Aug-20
570	AC Reconstruction - Place HMA	560, 480	1	21-Aug-20	21-Aug-20
580	AC Reconstruction - Place RHMA	570	1	24-Aug-20	24-Aug-20
590	Adjust manholes	580	2	25-Aug-20	26-Aug-20
600	Strping and Signs	590	5	27-Aug-20	02-Sep-20
20200221.7 Bradfield Blvd.			22	12-Aug-20	10-Sep-20
610	Set up (No Parking Signs) and inform residents	530, 510	2	12-Aug-20	13-Aug-20
620	Concrete Removals and Grading	610	10	14-Aug-20	27-Aug-20
630	Concrete Placement	620	10	17-Aug-20	28-Aug-20
640	Slot Pave Patching	630	5	17-Aug-20	21-Aug-20
690	AC Grind & Overlay - Grind	640, 630, 580	1	31-Aug-20	31-Aug-20
700	AC Grind & Overlay - Pave RHMA	690, 580	1	01-Sep-20	01-Sep-20
710	Adjust manholes	700	2	02-Sep-20	03-Sep-20
720	Strping and Signs	700, 710	5	04-Sep-20	10-Sep-20
20200221.8 Alondra Blvd.			11	31-Aug-20	14-Sep-20
730	Set up (No Parking Signs) and inform residents	630, 610	2	31-Aug-20	01-Sep-20
770	AC Grind & Overlay - Grind	730, 700	1	02-Sep-20	02-Sep-20
780	AC Grind & Overlay - Pave RHMA	770	1	03-Sep-20	03-Sep-20
790	Adjust manholes	780	2	04-Sep-20	07-Sep-20
800	Strping and Signs	780, 790	5	08-Sep-20	14-Sep-20



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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Appendix A
Resumes

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

ZACK FAQIH, MSCE, PE, QSD/P C.B.O.

Z&K CONSULTANTS
BUILDING SOLUTIONS

Construction Manager/Project Manager

EDUCATION
» MSCE - Structures
Cal State Fullerton 2005
» BSCE - Civil /Transportation
Cal State LA 1985

LICENSES & REGISTRATION
» Professional Engineer, P.E.
State of California, C57958
» Certified Accessibility Inspector/Plans Examiner
» Certified Building Official, C.B.O., CABO / ICC #3741
» Certified Plans Examiner, I.C.B.O., #1020345-60
» Certified Mechanical Inspector I.C.B.O. #1020345-40
» Certified Plumbing Inspector I.C.B.O. #1020345-30
» Certified Electrical Inspector I.C.B.O. #1020345-20
» SWPPP (QSD) & (QSP) Certificate # 22055
» OSHA 30 Hour Construction Safety & Health
» State Certified HERS Rater
» Certified Emergency Inspector
» C.G.B.P Certified Green Building Inspector
» Certified Special Inspector for Fire Proofing
» Certified Special Inspector for Structural Welding
» Certified Special Inspector for Structural Steel
» Certified Special Inspector for Reinforced Concrete

Years with Firm: 14
Years of Experience: 30

Relevant Key Highlights:

- **Construction Management**
- Project Management
- **Construction Inspection**
- **Constructability Reviews**
- Value Engineering
- Submittal Reviews
- **Progress Billing Review**
- **Change Order Review**
- **Request for Information Review**
- **Capital Improvement Projects**
- **Construction Survey**
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Vertical Projects
- Pipeline Projects
- Right-of-Way
- **Street Improvements**
- **Concrete & Pavement Improvements**
- Roadway Improvements
- **Drainage Improvements**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- **Utility & Sign Relocation**
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Sidewalk & Curb Ramps**
- **Traffic Control**
- **Adjusting Manholes**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- **Contract Administration**
- Cost/Scheduling/Budgets
- **Safety & SWPPP Compliance**
- Quality Control/Quality Assurance
- Claims Support

Zack has more than **30** years of construction and project management experience in both private and public sectors. He has demonstrated expertise in all aspects of project and construction management through a wide range of responsibilities including budget analysis, contract negotiations, schedule development and assessment, constructability reviews, bid document review, project closure documentation, stakeholders and team coordination, quality control, quality assurance, and management of the flow of information between project members and stakeholders. His unique background in contracting and public works construction, coupled with his many assignments serving as the owner's representative, gives Zack a unique perspective and skill set that is the basis of his highly successful history of project delivery.

Relevent Project Experience

I-15/SR79 Interchange Improvement, Temecula, CA – Lead Construction Inspector: I-15/SR-79 South Ultimate Interchange Project is a $23.6M project located at the Interstate 15 with the State Route 79 in the City of Temecula. The project involved freeway improvement, roadway widening, and rehabilitation, ramps improvement and realignment, **earthwork, grading, asphalt concrete (AC) paving,** concrete retaining walls, roadway excavation, exported soils, drainage pipes, minor concrete structures, **concrete curb and gutter, traffic control, signing,** striping, traffic and ramp meter signals, irrigation and landscape, erosion control, existing AM/PM gas station demolition and removal of underground storage tanks, utility relocations power lines (Edison), sewer lines (EMWD), and water lines (RCWD), modification of the traffic signal at the ramp intersections, lighting system, and construction of overhead signs. The project is within State of California (Caltrans) right-of-way. Mr. Faqih provided inspection for the construction of **curb ramps, sidewalks**, and the roadway and **insured ADA compliances**. Mr. Faqih inspected the new construction of the existing main line and ramp pavement. He inspected the PCC and asphalt concrete ramps. He monitored the installation and testing of the 20" potable water line and inspected various RW.

County of Riverside: Magnolia Avenue Grade Separation, Riverside County, Corona, California – Lead Construction Inspector: Magnolia Avenue Grade Separation is a $35M project located at Magnolia Ave in the Corona, CA. The project scope was to construct railroad grade separation at the (BNSF) Burlington Northern-Santa Fe Railroad and Magnolia Avenue at Grade crossing including a new four-lane channel overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. . Substructure comprises of 13' diameter x 88'-~100' deep CIDH piles (total 18 CIDH piles @ 2 piles per bent). Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Construction of temporary MSE

walls, shoring and casing support system to facilitate construction of CIDH piling, stage construction on both approaches and temporary bridge over Arlington to support temporary detour at the east end of the project. Mr. Faqih inspected the **construction of curb and gutter, sidewalks, roadway striping, HMA, JPCP and PCC pavement, and existing pavement grinding and overlay. He ensured all sidewalks and curb ramps were compliant with ADA requirements**. Mr. Faqih conducted employee interviews and monitored labor compliance. He also provided inspection on the construction of storm drain systems. Mr. Faqih reviewed and approved the contractors **SWPPP** plans and ensured compliance with the various project BMPs. He assisted the Resident Engineer in the dispute review board meeting and preparation of position paper.

County of Riverside: I-215/Van Buren Interchange Improvement - Principal Assistant RE / Construction Manager

Principal Assistant RE / Construction Manager for $32M project included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact to the railroad and MARB right-of-way. Additional features include **curb ramps, sidewalk, cross walks, signal and electrical,** water line, sewer line, and storm drain installation.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA – Construction Manager/Inspector of Records

Construction Manager/Inspector of Records. Providing construction management agency services for this new 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Park key features include: **sidewalk, curb ramps,** fields, utility installation, **curb and gutter,** restrooms, **drainage services, AC & PCC paving.**

Riverside County Transportation Department (RCTD): River Road Bridge Replacement, Corona, CA – Construction Manager

Construction Manager on this on-going $38M project consisted of replacing existing ~600' steel girder bridge with ~1200'- 9-span CIP-PS concrete structure to provide all season crossing over the Santa Ana River. Work also included **drainage improvement,** signalized intersections, roadway realignment, **ADA compliant sidewalk and curb ramps, curb and gutter, street improvements,** and relocation of 3x20" waterlines through new bridge along with 1x30" sewer force main through the bridge superstructure. Typical duties included inspecting all site structural elements of this project, such as MSE walls (mechanically stabilized embankments), monitor pile driving operations, CIDH and review shoring and falsework calculations to assure compliance with project specifications. Mr. Faqih coordinated utilities location through this 9 span prestressed superstructure, coordinated materials testing and surveying operations and source inspections.

Victoria Avenue Recharge Water Facility, Riverside, CA – Construction Manager/Inspector of Records

This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: **mass grading operations**, the installation of three stormwater basins, a divergent structure, numerous interior **roadway improvements** for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, construction of a SCADA building, **sidewalk and curb and gutter, pavement improvements,** the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

Veteran Sports Park at Tustin Legacy, Tustin, CA – Construction Manager/Inspector of Records

This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and **ADA compliant facilities such as sidewalks, driveways, curb ramps,** and recreational buildings. Mr. Hunkle monitored and observed all construction activities on this 31.5-acre project site including **major grading activities, AC & PCC paving,** reinforced concrete channels, **local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation** including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rapture of concrete cylinders and soil sampling.

City of Yorba Linda, CA – Deputy Building Official

Provided plan checking and served as the inspections supervisor. Reviewed architectural, structural, plumbing, mechanical, electrical, acoustic, energy for residential, commercial, and industrial buildings. Supervised construction and the project management staff to assure compliance with the city's requirements for building facilities, including the city's community center and the library expansion projects.

Gregory Hunkle, CBO, ICC Certified

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Construction Inspector

EDUCATION

» Graduate: Construction Technology, Orange Coast College, Costa Mesa, CA
» Graduate: Building Inspection Technology, Coastline Community College, Huntington Beach, CA

LICENSES & REGISTRATION

» General Contractor # 632991
» Building Inspector # 79105
» Plumbing Inspector # 84086
» Mechanical Inspector # 86953
» Electrical Inspector #0880906-20
» Combination Inspector #0880906-C8
» Building Official #0880906-CB

Years with Firm: 7
Years of Experience: 27

Relevant Key Highlights:

- **Construction Management**
- Project Management
- **Construction Inspection**
- **Constructability Reviews**
- Value Engineering
- Submittal Reviews
- **Progress Billing Review**
- **Change Order Review**
- **Request for Information Review**
- **Capital Improvement Projects**
- **Construction Survey**
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Vertical Projects
- Pipeline Projects
- Right-of-Way
- **Street Improvements**
- **Concrete & Pavement Improvements**
- Roadway Improvements
- **Drainage Improvements**
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- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Sidewalk & Curb Ramps**
- **Traffic Control**
- **Adjusting Manholes**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- **Contract Administration**
- Cost/Scheduling/Budgets
- **Safety & SWPPP Compliance**
- Quality Control/Quality Assurance
- Claims Support

Mr. Hunkle has over 27 years of experience providing quality control and quality assurance on major capital improvement projects. His experience includes extensive background in building contracting. Mr. Hunkle has an impressive academic and professional background to include certifications as a building official, combinations building inspections, general contractor license, project management, quality control, project coordination, code interpretation. Projects include roadway improvements, channels, ADA compliant related projects, and pipeline projects. He has reviewed traffic handling plans, inspected flagging activities on public and private roads, and inspected roadway closures and traffic devices. Greg's experience includes extensive background in construction contracting and construction inspection. Mr. Hunkle has thorough field experience investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, investigating structural problems and their causes, stage construction, generating PS elongation values and monitoring stressing operations for stage construction, coordination with various testing labs. His projects include bridges, roadways, streets improvements, drainage structures, storm drains, residential, commercial and industrial, plan review of architectural, structural, building, sewer, pump stations, plumbing, mechanical and electrical plans. He has knowledge of various construction manuals, standard filing system, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, construction and removal, formwork, concrete pours, and coordination with various testing labs. His projects include retaining walls, block walls, channels, mass grading, buildings, roadways, streets improvements, drainage structures, utility installation, storm drains, residential, commercial and industrial, and plan review of architectural, structural, building, plumbing, mechanical and electrical plans. He is well versed in Caltrans standard specifications, stand plans, construction manual. Mr. Hunkle has great knowledge of the green book for public works construction. He has knowledge of Caltrans standard filing system. His inspection and construction experience also include structural architectural, electrical, mechanical and plumbing of multi-unit

apartment and condominium buildings, warehouses, hotels, retail centers, fire stations, and other structures encompassing timber, masonry, steel and concrete.

Relevent Project Experience

Victoria Avenue Recharge Water Facility, Riverside, CA

Inspector of Records/Lead Inspector: This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: mass grading operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage cannal reservoir into the three proposed storm water basins. Mr. Hunkle maintains project records and is the Inspector of Records for this major capital improvement project. His responsibilities include roadway construction inspection, material testing, traffic handling, flagging operations, inspection of concrete and paving activities. He provides inspection of retaining walls, drainage improvements, water line installation, storm drain installation, sewer line installation, subdrains, ADA compliant sidewalk, driveways, curb and gutter, tree removals and SWPPP. He performs all deputy inspections as per project plans and specifications. Mr. Hunkle coordinates all field material testing and sampling and reviews the results for compliance to the project specification requirements. He reviews the contractors submitted RFIs, CCOs, and concrete, material, and asphalt mix designs submittals and assures compliance with the approved project specifications and documents.

Veteran Sports Park at Tustin Legacy, Tustin, CA

Lead Construction Inspector: This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant concrete improvements and recreational buildings. Mr. Hunkle monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC paving, slurry seal of existing parking lots, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, cross gutters, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rapture of concrete cylinders and soil sampling.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA – Lead Construction Inspector/Deputy Inspector

Mr. Hunkle provided construction inspection and deputy inspection for this 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include: concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. This project was completed ahead of schedule, within scope, and within budget. Total cost of project was $4.7M.

Riverside County Transportation to Department: River Road Bridge Replacement Project, Eastvale, CA

Construction Inspector: River Road Bridge Replacement Project located in Corona, CA consisted of replacing existing ~600' steel girder bridge with ~1200'- 10-span CIP-PS concrete structure to provide all season crossing over the Santa Ana River. Work also include drainage improvement, signalized intersections, roadway re-alignment, and relocation of 3x20" waterlines through new bridge along with 1x16" sewer force main through the bridges superstructure. Project valuation of $35M. Mr. Hunkle inspected the project site for SWPPP compliance and OSHA safety. He performed employee interviews for labor compliance and inspected traffic control devices. Mr. Hunkle assisted the Lead Roadway Inspector to ensure that all roadway approaches to the project were graded and compacted per project requirements and monitored all material testing. Mr. Hunkle assisted in the inspection of placement of all asphalt concrete, PCC, and JPCP. Mr. Hunkle assisted the Resident Engineer to ensure that all curb ramps and sidewalks complied with ADA requirements per California codes. He inspected roadway, drainage, utility, and sewer improvements/relocations.

County of Orange, Orange County, CA

Building Inspector: Performed residential, commercial and industrial building inspection duties at various stages of construction across all discipline ranging from architectural, structural, electrical, mechanical and plumbing, interacted with all trade contractors as well as subcontractors, architects, engineers and homeowners, provided code interpretations in matters of construction defects of new and existing County building facilities.

Thomas Dawson, CBO, ICC Certified

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Construction Inspector

LICENSES & REGISTRATION

» International Code Counsel certifications
» Fire Inspector 1
» Building Plan Examiner
» California Commercial Electrical
» California Combination Inspector
» Combination Inspect/Legacy
» California Commercial Plumbing Inspector
» California Commercial Mechanical Inspector
» California Residential Mechanical Inspector
» California Residential Electrical Inspector
» California Residential Plumbing Inspector
» Certified Building Official
» CLB License Number 674861
» OSHA 30 Hour Training

Relevant Key Highlights:

- **Construction Management**
- Project Management
- **Construction Inspection**
- **Constructability Reviews**
- Value Engineering
- Submittal Reviews
- **Progress Billing Review**
- **Change Order Review**
- **Request for Information Review**
- **Capital Improvement Projects**
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- Materials Testing
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- Pipeline Projects
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- **Street Improvements**
- **Concrete & Pavement Improvements**
- Roadway Improvements
- **Drainage Improvements**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- **Utility & Sign Relocation**
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Sidewalk & Curb Ramps**
- **Traffic Control**
- **Adjusting Manholes**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- **Contract Administration**
- Cost/Scheduling/Budgets
- **Safety & SWPPP Compliance**
- Quality Control/Quality Assurance
- Claims Support

Mr. Dawson has over 25 years of experience in wastewater, building, heavy civil, water treatment, lift stations, pipelines, and recharge water facilities. He meets with clients to provide preconstruction consulting services which include site analysis, feasibility studies, cost analysis, plan check, and construction schedule flow charts. He provides project management both during planning stages and with continuous inspection and onsite project supervision of all trades. He provides onsite supervision to ensure compliance with all local, state, and federal requirements from concept to completion. He provides quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. He provides all required government permits and coordinating required inspections.

Relevent Project Experience

Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project ($110M) - Beaumont, CA - Construction Inspector: Mr. Dawsom provides Construction Inspection Services for the Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project, sewer lift stations, and other sewer system projects. The expansion will increase the permitted capacity from 4.0 MGD to 6.0 MGD. New treatment processes will be implemented to stay within the plant's existing property, achieve water quality objectives, and meet build-out flows. To meet the mandated TDS reduction requirements, the City will be implementing a reverse osmosis (RO) process. The pretreatment for the RO system will include two stage screening, grit removal, conventional aeration/biological treatment, and a membrane bioreactor process. The system will continue to utilize UV disinfection. The City is also constructing a pipeline that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCSD). This project will need to be completed while the current WWTP is in full operation.

Victoria Avenue Recharge Water Facility, Riverside, CA - Inspector of Records/Lead Inspector: This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: mass grading operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

Veteran Sports Park at Tustin Legacy, Tustin, CA

Senior Construction Inspector: This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant concrete improvements and recreational buildings. Mr. Hunkle monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC paving, slurry seal of existing parking lots, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, cross gutters, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rapture of concrete cylinders and soil sampling.

TWA Construction & Development - Orange County, California - Operation Manager/Project Manager: Meeting with clients to provide preconstruction consulting services which include site analysis, feasibility studies, cost analysis, plan check, and construction schedule flow charts. Provides project management both during planning stages and with continuous onsite project supervision of all trades. Provide onsite supervision to ensure compliance with all local, state, and federal requirements from concept to completion. Provide quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. Provide all required government permits and coordinating required inspections

County of Orange – Orange County, California - Building Inspector IV/Acting Senior Supervisor: Performed more difficult and complex inspections duties in all trade specialties such as plumbing, mechanical, and structure installation work. Frequent interaction with government official from all department within the County of Orange to review and resolve difficult and complex inspection and enforcement issues. Provided briefing and status reports for special and high-profile projects to senior management and board of supervisors. Frequent interaction with building owners, contractors, project managers, and engineers providing required inspection and interpreting state and local codes. Conduct inspections for both commercial and residential projects in all disciplines ie. Structure, plumbing, electrical, and mechanical. Worked with Orange County Sheriff Department in the Neighborhood Enhancement Team (NET) doing code enforcement activities including code enforcement inspections, issuing criminal and civil citations, provide written reports to District Attorney's office. Research and present case law in court proceeding.

Notable projects as lead inspectors:

- Theo Lacey Jail Facility construction and expansions
- Brea/O'Linda land fill methane powered electrical generating plant
- Pelican Resort, both golf course reconstruction and residential/hotel/restaurants
- 60,000 square foot single family residence
- Providing inspections and documented the removal and relocating of oil plumbing and storage facility in the Brea/O'Linda oil fields
- Bolsa Chica wet lands Bright Water residential development project

MK Pacific Reality – Torrance, California/Tokyo Japan - Vice President/Project Development: Provide project management for both on and off site for residential and commercial projects. Responsible for interviewing and hiring architectural and engineering firms and all sub-contractors. Responsible for construction time line/flow charts. Securing all government permits from federal, state, and local jurisdictions. Provide monthly keep meetings to report on project budget and progress.

PATRICK FRAIRE, B.S.C.E.

Construction Inspector

EDUCATION
» BSCE – Civil Engineering
California State Polytechnic University, Pomona, 2017

LICENSES & REGISTRATION
» OSHA 30 Hour Training

ORGANIZATIONS
» Engineers Without Borders (EWB) – International
Project Lead

Years with Firm: 6
Years of Experience: 6

Relevant Key Highlights:

- Construction Management
- Project Management
- Public Works Inspection
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Contract Administration
- Progress Billing Review
- Change Order Review
- Request for Information Review
- Capital Improvement Projects
- Construction Survey
- Materials Testing
- Sewer Lift Stations, Pump Stations
- Structural Projects
- Structural Buildings & Seismic Retrofit
- Pipeline Projects
- Right-of-Way
- Street Improvements
- Roadway Improvements
- Drainage Improvements
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- Retaining Walls & Sound Walls
- Landscaping & Irrigation
- Plan Checking
- Traffic Signals & Street Lights
- Water & Sewer Improvements
- Pavement Improvements
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- Contract Administration
- Cost/Scheduling/Budgets
- Safety Compliance
- Quality Control/Quality Assurance
- ADA Compliance (Sidewalk, Ramps)

Mr. Fraire has experience in contracting, field investigation, project management, quality control, and construction management for heavy civil projects. He has provided inspection services for a bridge replacement, grade separation, and interchange projects. Mr. Fraire has thorough knowledge investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, construction and removal, formwork, concrete pours, and coordination with various testing labs. He has knowledge of Caltrans construction manuals, Caltrans standard filing system, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's. Mr. Fraire's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring. Mr. Fraire is a highly motivated engineer with great enthusiasm and eagerness to learn new methods and construction techniques. He is a critical thinker with great attention to detail for finished products. He is experienced in setting up and maintaining project files, processing progress payments, and maintaining various logs, including submittals, RFI's, and correspondence. He is also proficient with various construction computer software.

Relevent Project Experience

City of San Bernardino, CA: **Project Manager/Public Works Inspector,** Under direction, conducts field inspections of a variety of public works projects including construction of streets, bridges, water systems, sewers, storm drain, subdivision and commercial street improvements, sidewalk, curb ramps, curb and gutter, paving operations, landscaping and irrigation, encroachment activities and grading, fencing, signage, street striping; ensures conformance with City standard specifications and safety standards; and maintains records and prepares reports on projects inspected. Ensure compliance with applicable codes, ordinances and regulations. Monitored work of staff responsible for taking samples of materials for examination or analysis by laboratories; review tests of construction material including asphalt, sand, gravel, concrete and aggregate base; monitor draining, cleaning and disinfecting distribution reservoirs. Monitored the work of soil engineers and geologists; ensure conformance with engineering specifications; perform routine materials and density field tests. Inspected traffic signal construction and installation and street light installation to ensure conformance to appropriate standards. Inspected underground utility construction including water lines, sewer lines, and storm drainage, trenching, shoring, dewatering, bedding for pipe, manhole construction, trench backfill and testing; oversee decision making for connecting, testing, tapping, disinfecting and installing water mains. Inspected street surface improvements including survey staking, subgrade preparation, soil stabilization, spreading and rolling of asphalt and resurfacing of curbs and gutters. Prepared detailed documentation of construction progress and inspection; prepare various reports on daily operations and activities. Performed cost control; recognize potential cost increases and provide alternatives, recommendations and solutions. Observed work during progress and upon completion; recommend progress payments and enter into pay books as necessary; confer with developers, contractors, superintendents, inspectors, and owners; ensure that safety procedures are followed; advise contractors of changes in plans and variances; collect water samples for analysis as necessary. Monitored contractors, sub-contractors and developers through all phases of construction to insure compliance with all City standards and municipal code requirements; monitor incoming messages regarding dig alert and respond as appropriate when assigned. Conducted final inspections; review as built drawings; compile final inspection correction list and inspect corrections. Represented the City's needs and requirements to developers, contractors, and engineers; review plans and specifications to gain familiarity with construction projects. Conferred with property owners regarding project schedule, hazards and inconvenience; schedule service interruptions with the least interference and least inconvenience to property owners. Coordinated work and interact with other City departments and outside agencies. As assigned, drain and recharge water mains. Performed public works plan check. Responded to citizen inquiries/complaints

regarding public works and development projects. Prepared daily reports and various inspection reports as required; maintain files and reports regarding inspection activities and findings. Assisted in developing specifications for future contracts; gather quantity information for contract bids.

Veteran Sports Park at Tustin Legacy, Tustin, CA: **Project Manager,** This project is a $24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include: infrastructure improvement, installation of drainage devices, water lines, sewer lines, gas lines, communication lines, lighting, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, fencing, curb and gutter, storm drain, AC pavement, PCC pavement, landscape and irrigation, building construction, and recreational buildings. Mr. Fraire managed project budget, completed project accounting, coordinated with utility agencies, maintained project documents, prepared daily project reports, and reviewed the design, construction, change orders, and contract amendments. Mr. Fraire ensured that project was completed within budget and schedule, built per plan and specifications, and met City and community expectations. Mr. Fraire assisted in the daily inspection of the project activities and coordinated projected field activities with the contractor, community, and local agencies. Mr. Fraire acted as the liaison between the designer, contractor, and the City.

City of San Bernardino Facility Assessments, San Bernardino, CA: **Lead Project Manager/ Structures Inspector,** Mr Fraire was the Lead Structures Inspector and Project Manager for the City of San Bernardino – Facilities Condition and Needs Assessment Services. Scope of work includes reviewing all the available structural drawings on all city structures, performing site visits to verify the existing conditions are consistent with the drawings, and performing an ASCE 41-13 Tier 1 structural seismic for the life safety performance level to identify potential deficiencies and utilizing standardized checklists for the rapid evaluation of the structural system for seismic deficiencies. Perform an ASCE 41-13 Tier 2 structural evaluation for items found to be potentially deficient in the Tier I evaluation. Further investigate the deficiencies as noted in the Tier 1 checklists. Develops a 3-D computer model of each structure to develop and evaluate the seismic response of the building and assist in evaluating the components identified as potentially deficient in Tier 1 evaluation. Mr. Fraire performed structural inspection on over 176 buildings, developed 3-D models, created lists of deficiencies for each building based on ASCE41-13 checklists, provided retrofit options based on seismic analysis and calculations, and preformed cost estimates for proposed retrofits. Mr. Fraire presented findings to City directors and actively coordinated with project team and City to complete project on schedule and within budget.

Gerald Desmond Bridge Replacement Project, Long Beach, CA: **Quality Control Engineer,** The replacement bridge will be a six-lane, cable-stayed design, with a 205-foot clearance to allow the newest generation of cargo ships to enter the Port. The bridge consists of over 50 cast-in-place columns and numerous retaining walls. The bridge will include emergency lanes on the inner and outer shoulders, as well as a bicycle/pedestrian path. The new bridge is being built alongside the current bridge to maintain traffic flow. The replacement bridge is scheduled to open in late 2018. Project valuation of $1.5B. Responsibilities: Direct liaison between field crews, subcontractors, engineers and management. Was the engineer responsible for managing production of field crews, concrete quality, and ensuring that construction was in accordance to the conformed plan set and project specifications. Provided quality control inspection for a total of 10,000 linear feet of Type 736 barrier. He provided quality control inspection for various Caltrans standard barriers and Caltrans standard retaining walls. Drafted grading plans and formwork drawings. Coordinated with Caltrans inspectors to obtain approval on rebar, formwork, falsework, and concrete. Performed quantity take-offs prior to concrete pours and adjusted order during pours based on actual production. Initiated design changes/RFIs/Submittals/Shop drawings/CCOs. Tracked weekly production and man hours for labor distribution report. Made field measurements, prepared quantity sheets for monthly pay estimates, reviewed and forwarded material tests.

County of Riverside: Magnolia Avenue Grade Separation, Riverside County, Corona, California: **Roadway Construction Inspector,** Magnolia Avenue Grade Separation is a $35M project located at Magnolia Ave in the Corona, CA. The project scope was to construct railroad grade separation at the (BNSF) Burlington Northern-Santa Fe Railroad and Magnolia Avenue at Grade crossing including a new four-lane overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. Substructure comprises of 13' diameter x 88'-~100' deep CIDH piles (total 18 CIDH piles @ 2 piles per bent). Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Construction of temporary MSE walls, shoring and casing support system to facilitate construction of CIDH piling, stage construction on both approaches and temporary bridge over Arlington channel to support temporary detour at the east end of the project. Mr. Fraire assisted the Resident Engineer in daily tasks in the field and office and inspected the roadway construction activities on the project. Mr. Fraire inspected the project site to ensure safety and compliance with SWPPP. He also provided inspection for sidewalks, curb and gutter, striping, curb ramps, drainage improvements, water lines, sewer lines, traffic signals, street lights, landscaping and irrigation, AC, HMA, JPCP, and PCC pavement. Mr. Fraire reviewed concrete and asphalt mix design submittals. Mr. Fraire inspected approved and inspected traffic control devices, following Caltrans standards and requirements. He performed field measurements to verify CCO's and the contractors monthly pay estimate.

County of Riverside: I-215/Van Buren Interchange Improvement: **Construction Inspector,** I-215/Van Buren Interchange Improvement is a $32M project that included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact the railroad and MARB right-of-way. Mr. Fraire provided inspection for roadway, traffic control, compliance with the SWPPP Plan, and ADA compliance. He assisted in contract change orders, RFIs, and submittals preparation, review, and analysis. Mr. Fraire assisted in measurement and filling out required ADA forms after project completion and forwarded documentation to Caltrans ADA compliance unit. He worked with Caltrans and the local agencies for final approval and sign off. The ADA inspection included sidewalk, curb ramps, and curb cuts. He worked with the office engineer and Caltrans audit oversite resident engineer to ensure project documentation compliance with the Local Assistance Procedures Manuel and Caltrans filing system. Additional relevant project features include traffic signals, street light installation, drainage improvements, water lines, sewer lines, fencing, landscaping and irrigation, street striping, and paving (PCC & asphalt pavement).

BRITTANY DUHN, PE

Z&K CONSULTANTS
BUILDING SOLUTIONS

Office Engineer/Document Control

EDUCATION

» BSCE – Civil Engineering
California State Polytechnic University, Pomona, 2017

LICENSES & REGISTRATION

» Professional Engineer, P.E.
State of California, #91078

Relevant Key Highlights:

- Construction Management
- **Construction Inspection**
- Constructability Reviews
- Value Engineering
- Submittal Reviews
- Contract Administration
- Progress Billing Review
- Change Order Review
- Request for Information Review
- **Capital Improvement Projects**
- Construction Survey
- Materials Testing
- **Sewer Lift Stations**
- Structural Projects
- Structural Buildings
- **Pipeline Projects**
- Right-of-Way
- Street Improvements
- Roadway Improvements
- Drainage Improvements
- **Water Pipeline Projects**
- Parks, Buildings, Open space amenities, Sports Fields
- Bridges & Interchanges
- Retaining Walls & Sound Walls
- Landscaping
- Traffic Signals
- **Water Quality Improvements**
- **Pump Stations**
- Prevailing Wage Structures
- Regulatory Compliance
- OSHA Certified
- Caltrans & Public Works Experience
- Regulatory Compliance
- Agency Coordination
- Contract Administration
- Cost/Scheduling/Budgets
- Safety Compliance
- Quality Control/Quality Assurance
- Claims Support
- Training

Ms. Duhn has extensive experience in project management, construction management, and field inspections. She has thorough knowledge of project management from her work on water and wastewater projects, bridge, rail, grade separation, and interchange projects. She has experience in project management for water and wastewater projects and has served as an in-house Project Manager. Her recent project management experience, managing a $110 million dollar Wastewater Treatment Plant Expansion and Renovation & Brine Pipeline Project in the city of Beaumont, is a great testament of Brittany's managerial and oversight project experience. Brittany provided complete project management and construction management services on this project from inception to substantial completion. She gained tremendous experience in the design, operation and maintenance working closely with varied stakeholders, from the design team to the contractors and their subcontractors and the various utilities owners and the city's management. She provides excellent quality control and quality assurance services on projects. Ms. Duhn provided construction and project management services that included the 50/95% and 100% design review and support. A full constructability review was completed and incorporated into the design prior to going out to bid. Ms. Duhn has obtained required permits and documentation and assisted the City of Beaumont to ensure that their projects stayed on budget and within schedule. She has provided Project Management services for all stages of projects, from design to construction. Brittany managed and oversaw the discretionary review process of CEQA guidelines and requirements, managed budgets and schedules, assisted with the development of budgets, prepared RFPs, prepared sewer rate fees, provided public assistance and information of water and wastewater affecting the community, prepared reports for committees, commissions, and City Council, prepared staff reports, and made oral presentations. Ms. Duhn has a strong background in the fields of water, wastewater, and recycled water engineering design, operations, and construction. As the City of Beaumont Project Manager, Ms. Duhn successfully managed numerous water and wastewater projects. Brittany is a dedicated professional with an abundance of energy and enthusiasm, she is a great presenter and able to communicate verbally and in writing, her project delivery and communication with city management, high profile clients as well as elected officials is Brittany's strength. Brittany's tact and communications skills are her great assets.

Relevent Project Experience

Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project, City of Beaumont - **Project Manager/Office Engineer**. Ms. Duhn provided Project Management Services for the City of Beaumont Project ($110M), sewer lift stations, and other sewer/pipeline projects. She prepared funding applications for CWSRF and IBank. Ms. Duhn managed the Proposition 218 process to increase the City's sewer rates. This process included coordinating with the Utility Rate Consultant, City, and Beaumont Cherry Valley Water District to calculate the rates and prepare the rate study. She oversaw the City's community meetings, community outreach for the Notice of Public Hearing, and City Council presentations and agenda items. After the rates were established, Ms. Duhn provided support to the City for customers with questions and concerns. Ms. Duhn managed the process the next year to recalculate the rates based on the new water data and implement the rates to provide a smooth transition for the City and customers.

Ms. Duhn assisted in the IS/MND adoption process, CEQA guidelines and requirements, and coordinated with utilities/cities for the Brine Line Project permits. Ms. Duhn prepared Request for Proposals for Construction Management and bid packages for the three (3) contractors. She managed the constructability review process for the wastewater treatment plant project and brine line projects. Ms. Duhn tracked the budgets for the Wastewater Treatment Plant and Brine Line projects and documented all purchase orders/invoices. She prepared WWTP, Brine Line, and wastewater City Council staff reports for change orders, monthly updates, agreements, and other required items for Council. She assisted the City in any tasks necessary to ensure the Project stays on budget and meets any and all scheduled deadlines.

Ms. Duhn oversaw the Wastewater Pretreatment Program and completed industrial users permits, permit applications, fact sheets, violations, compliance, sewer rates, agreements, and any other tasks related to pretreatment as needed by the City. She completed and submitted all documentation requested by SAWPA/OCSD, coordinated meetings, and assisted the City in completing the permit applications. Ms. Duhn coordinated with Dairy Farmers of America (DFA), Western Municipal Water District (WMWD), Santa Ana Watershed Project Authority (SAWPA), San Bernardino Valley Municipal Water District (Valley), and the City with any tasks related to purchasing brine line capacity. She assisted the City in submitting all items required by the Santa Ana Regional Water Quality Control Board (SARWQCB) for compliance and coordinated any necessary meetings. Ms. Duhn provided a pretreatment program document analysis to ensure that all ordinances, resolutions, forms, manuals, and reports comply with the Santa Ana Watershed Project Authority's pretreatment documents and program. Ms. Duhn prepared and published RFPs for the City, including, Recycled Water User Analysis Services, a Lift Station and Force Main Feasibility Study, and Professional Services for a Wastewater Master Plan.

I-215/Van Buren Interchange Improvement, County of Riverside - **Assistant Office Engineer/Inspector.** Principal Assistant RE / Construction Manager for $32M project included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact to the railroad and MARB right-of-way. Additional features include curb ramps, sidewalk, cross walks, signal and electrical, water line, sewer line, and storm drain installation. This Project includes over 1300 linear feet of 30" waterline installation.

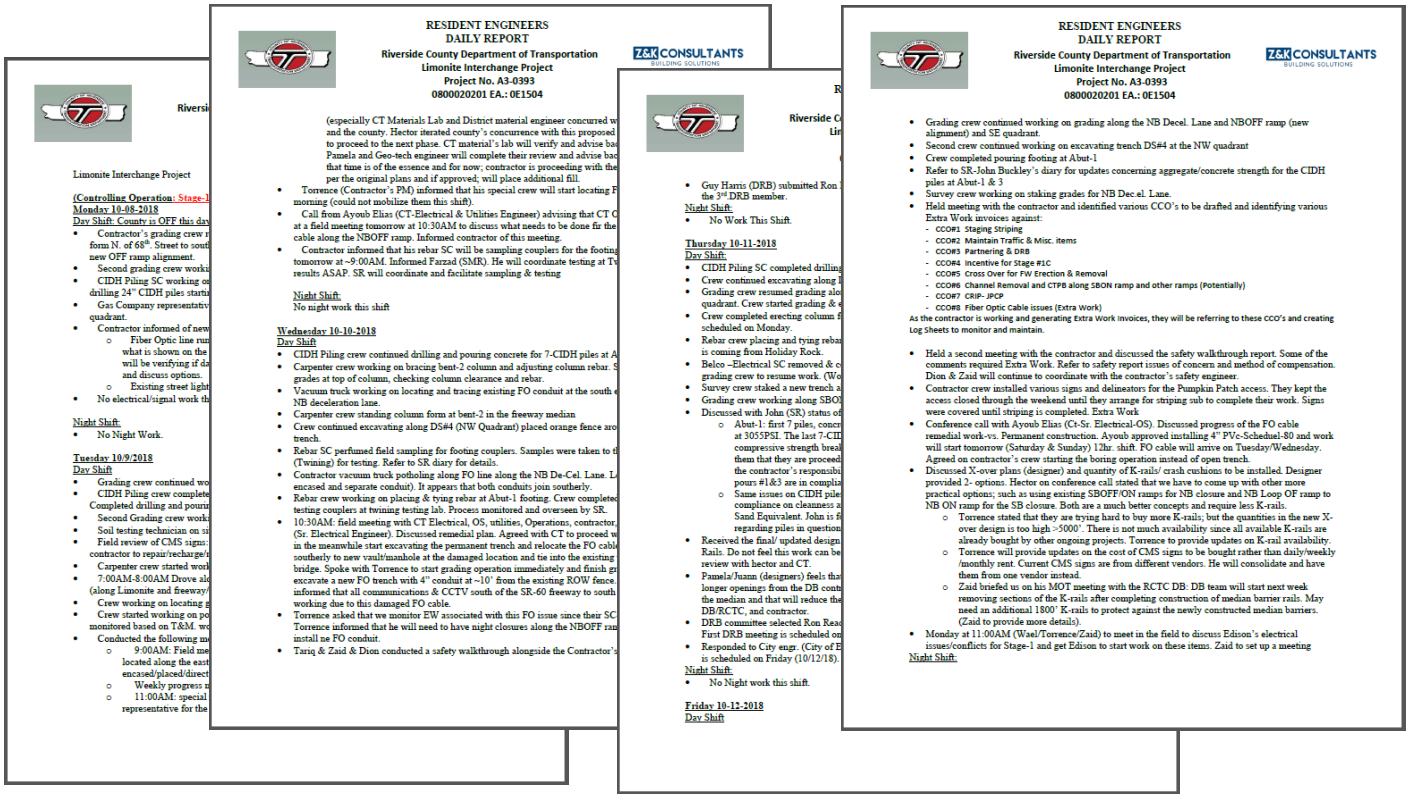
San Bernardino Passenger Rail Project, San Bernardino County Transportation Authority, SBCTA - **Office Engineer**. The Downtown San Bernardino Passenger Rail Project extended Metrolink service one-mile from the Santa Fe Depot to the multi-modal San Bernardino Transit Center. This project increases the usage at the Santa Fe Depot and provides a link to additional transit options in San Bernardino, Redlands, and Loma Linda. The San Bernardino Transit Center brings together 22 bus bays to service 10 local and two freeway express Omnitrans bus routes, a San Bernardino Express (sbX) bus rapid transit line, and buses for the Victor Valley Transit Authority and Mountain Area Regional Transit Authority. The work included re-alignment and addition of a second track; additions and modifications of railroad communication and signal systems for centralized traffic control (CTC) and positive train control (PTC); new rail passenger platforms at the depot and new platforms at the transit center station; grade crossing closures and modifications; street and utility improvements; additions and modifications to parking lots landscape and irrigation, grading and security systems; construction of a pedestrian over-pass at the depot; and a Metrolink crew building at the transit center station.

Appendix B
Example Documents

Z&K CONSULTANTS
BUILDING SOLUTIONS

March 4, 2020

RESIDENT ENGINEER DAILY REPORT



RESIDENT ENGINEERS
DAILY REPORT
Riverside County Department of Transportation
Limonite Interchange Project
Project No. A3-0393
0800020201 EA.: 0E1504

Z&K CONSULTANTS

Limonite Interchange Project

(Controlling Operation: Stage-1
Monday 10-08-2018
Day Shift: County is OFF this day
- Contractor's grading crew
form N. of 68th. Street to south
new OFF ramp alignment.
- Second grading crew worki
- CIDH Piling SC working o
drilling 24" CIDH piles starti
- Gas Company representativ
quadrant.
- Contractor informed of new
  - Fiber Optic line run
what is shown on the
will be verifying if da
and discuss options.
  - Existing street light
- No electrical/signal work th

Night Shift:
- No Night Work.

Tuesday 10/9/2018
Day Shift
- Grading crew continued wo
- CIDH Piling crew complete
Completed drilling and pourin
- Second Grading crew work
- Soil testing technician on si
- Field review of CMS signs
contractor to repair/recharge/
- Carpenter crew started work
- 7:00AM-8:00AM Drove al
(along Limonite and freeway/
- Crew working on locating g
- Crew started working on po
monitored located on T&M. wo
- Conducted the following m
  - 9:00AM: Field me
located along the east
encased/placed/direct
  - Weekly progress
  - 11:00AM: special
representative for the

(especially CT Materials Lab and District material engineer concurred w
and the county. Hector iterated county's concurrence with this proposed
to proceed to the next phase. CT material's lab will verify and advise bac
Pamela and Geo-tech engineer will complete their review and advise bac
that time is of the essence and for now; contractor is proceeding with the
per the original plans and if approved; will place additional fill.
- Torrence (Contractor's PM) informed that his special crew will start locating F
morning (could not mobilize them this shift).
- Call from Ayoub Elias (CT-Electrical & Utilities Engineer) advising that CT C
at a field meeting tomorrow at 10:30AM to discuss what needs to be done fir the
cable along the NBOFF ramp. Informed contractor of this meeting.
- Contractor informed that his rebar SC will be sampling couplers for the footing
tomorrow at ~9:00AM. Informed Farzad (SMR). He will coordinate testing at Tv
results ASAP. SR will coordinate and facilitate sampling & testing

Night Shift:
No night work this shift

Wednesday 10-10-2018
Day Shift
- CIDH Piling crew continued drilling and pouring concrete for 7-CIDH piles at A
- Carpenter crew working on bracing bent-2 column and adjusting column rebar. S
grades at top of column, checking column clearance and rebar.
- Vacuum truck working on locating and tracing existing FO conduit at the south
NB deceleration lane.
- Carpenter crew standing column form at bent-2 in the freeway median
- Crew continued excavating along DS#4 (NW Quadrant) placed orange fence aro
trench.
- Rebar SC perfumed field sampling for footing couplers. Samples were taken to t
(Twining) for testing. Refer to SR diary for details.
- Contractor vacuum truck potholing along FO line along the NB De-Cel. Lane. L
encased and separate conduit). It appears that both conduits join southerly.
- Rebar crew working on placing & tying rebar at Abut-1 footing. Crew completed
testing couplers at twining testing lab. Process monitored and overseen by SR.
- 10:30AM: field meeting with CT Electrical, OS, utilities, Operations, contractor,
(Sr. Electrical Engineer). Discussed remedial plan. Agreed with CT to proceed w
in the meanwhile start excavating the permanent trench and relocate the FO cable
southerly to new vault/manhole at the damaged location and tie into the existing
bridge. Spoke with Torrence to start grading operation immediately and finish gr
excavate a new FO trench with 4" conduit at ~10' from the existing ROW fence.
informed that all communications & CCTV south of the SR-60 freeway to south
working due to this damaged FO cable.
- Torrence asked that we monitor EW associated with this FO issue since their SC
Torrence informed that he will need to have night closures along the NBOFF ram
install ne FO conduit.
- Tariq & Zaid & Dion conducted a safety walkthrough alongside the Contractor's

- Guy Harris (DRB) submitted Ron
the 3rd DRB member.

Night Shift:
- No Work This Shift.

Thursday 10-11-2018
Day Shift:
- CIDH Piling SC completed drilling
- Crew continued excavating along
- Grading crew resumed grading alo
quadrant. Crew started grading &
- Crew completed erecting column f
scheduled on Monday.
- Rebar crew placing and tying rebar
is coming from Holiday Rock.
- Belco –Electrical SC removed & c
grading crew to resume work. (W
- Survey crew staked a new trench a
- Grading crew working along SBO
- Discussed with John (SR) status of
  - Abut-1: first 7 piles, concr
at 3055PSI. The last 7-CII
compressive strength breal
them that they are proceed
the contractor's responsibi
pours #1&3 are in complia
  - Same issues on CIDH pile
regarding piles in question
Sand Equivalent. John is fi
- Received the final/ updated design
Rails. Do not feel this work can be
review with hector and CT.
- Pamela/Juann (designers) feels tha
longer openings from the DB cont
the median and that will reduce the
DB/RCTC, and contractor.
- DRB committee selected Ron Reac
First DRB meeting is scheduled on
- Responded to City engr. (City of E
is scheduled on Friday (10/12/18).

Night Shift:
- No Night work this shift.

Friday 10-12-2018
Day Shift

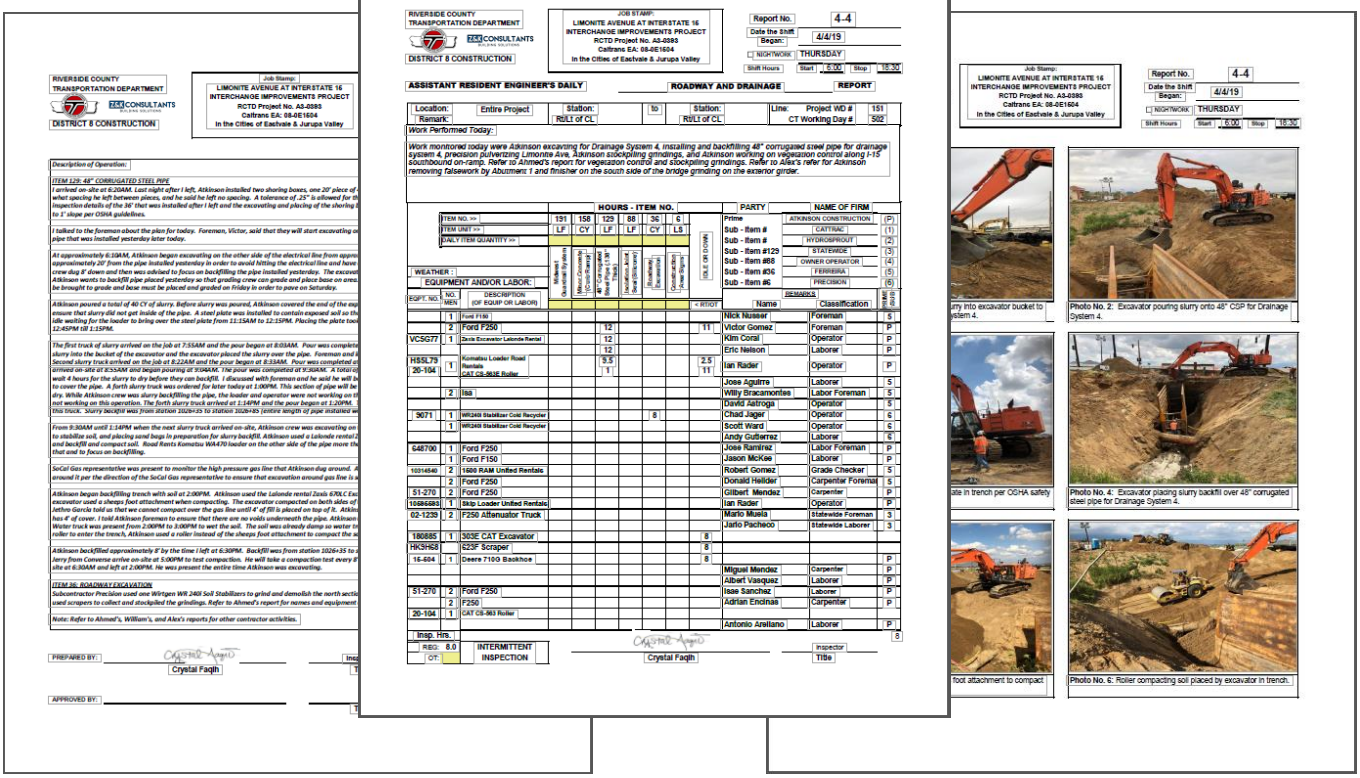
- Grading crew continued working on grading along the NB Decel. Lane and NBOFF ramp (new alignment) and SE quadrant.
- Second crew continued working on excavating trench DS#4 at the NW quadrant
- Crew completed pouring footing at Abut-1
- Refer to SR-John Buckley's diary for updates concerning aggregate/concrete strength for the CIDH piles at Abut-1 & 3
- Survey crew working on staking grades for NB Dec el. Lane.
- Held meeting with the contractor and identified various CCO's to be drafted and identifying various Extra Work invoices against:
  - CCO#1 Staging Striping
  - CCO#2 Maintain Traffic & Misc. items
  - CCO#3 Partnering & DRB
  - CCO#4 Incentive for Stage #1C
  - CCO#5 Cross Over for FiV Erection & Removal
  - CCO#6 Channel Removal and CTPB along SBON ramp and other ramps (Potentially)
  - CCO#7 CRIP- JPCP
  - CCO#8 Fiber Optic Cable issues (Extra Work)

As the contractor is working and generating Extra Work invoices, they will be referring to these CCO's and creating Log Sheets to monitor and maintain.

- Held a second meeting with the contractor and discussed the safety walkthrough report. Some of the comments required Extra Work. Refer to safety report issues of concern and method of compensation. Dion & Zaid will continue to coordinate with the contractor's safety engineer.
- Contractor crew installed various signs and delineators for the Pumpkin Patch access. They kept the access closed through the weekend until they arrange for striping sub to complete their work. Signs were covered until striping is completed. Extra Work
- Conference call with Ayoub Elias (Ct-Sr. Electrical-OS). Discussed progress of the FO cable remedial work-vs. Permanent construction. Ayoub approved installing 4" PVc-Schedul-80 and work will start tomorrow (Saturday & Sunday) 12hr. shift. FO cable will arrive on Tuesday/Wednesday. Agreed on contractor's crew starting the boring operation instead of open trench.
- Discussed X-over plans (designer) and quantity of K-rails/ crash cushions to be installed. Designer provided 2- options. Hector on conference call stated that we have to come up with other more practical options; such as using existing SBOFF/ON ramps for NB closure and NB Loop OF ramp to NB ON ramp for the SB closure. Both are a much better concepts and require less K-rails.
  - Torrence stated that they are trying hard to buy more K-rails; but the quantities in the new X-over design is too high ->5000'. There is not much availability since all available K-rails are already bought by other ongoing projects. Torrence to provide updates on K-rail availability.
  - Torrence will provide updates on the cost of CMS signs to be bought rather than daily/weekly /monthly rent. Current CMS signs are from different vendors. He will consolidate and have them from one vendor instead.
  - Zaid briefed us on his MOT meeting with the RCTC DB: DB team will start next week removing sections of the K-rails after completing construction of median barrier rails. May need an additional 1800' K-rails to protect against the newly constructed median barriers. (Zaid to provide more details).
- Monday at 11:00AM (Wael/Torrence/Zaid) to meet in the field to discuss Edison's electrical issues/conflicts for Stage-1 and get Edison to start work on these items. Zaid to set up a meeting

Night Shift:

INSPECTORS DAILY REPORT



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
DISTRICT 8 CONSTRUCTION
Z&K CONSULTANTS

Job Stamp:
LIMONITE AVENUE AT INTERSTATE 15
INTERCHANGE IMPROVEMENTS PROJECT
RCTD Project No. A3-0393
Caltrans EA: 08-0E1604
In the Cities of Eastvale & Jurupa Valley

Report No. 4-4
Date the Shift Began: 4/4/19
NIGHTWORK: THURSDAY
Shift Hours: Start 6:00 Stop 18:30

ASSISTANT RESIDENT ENGINEER'S DAILY REPORT — ROADWAY AND DRAINAGE

Location: Entire Project | Station: | to | Station: | Line: Project WD # 151 | CT Working Day # 502
Remark: R/L/T of CL | R/L/T of CL

Work Performed Today:

Work monitored today were Atkinson excavating for Drainage System 4, installing and backfilling 48" corrugated steel pipe for drainage system 4, precision pulverizing Limonite Ave, Atkinson stockpiling grindings, and Atkinson working on vegetation control along I-15 southbound on-ramp. Refer to Ahmed's report for vegetation control and stockpiling grindings. Refer to Alex's refer for Atkinson removing falsework by Abutment 1 and finisher on the south side of the bridge grinding on the exterior girder.

HOURS - ITEM NO.

ITEM NO. >>	131	158	129	88	36	6
ITEM UNIT >>	LF	CY	LF	LF	CY	LS
DAILY ITEM QUANTITY >>						

Items: Widen Existing Structure | Minor Concrete (Minor Structure) | 48" Corrugated Steel Pipe 12GA | Excavation Bulk (Roadway) | Backfill (Structure) | Construction Zone Signs | DLY OR DOWN

PARTY — NAME OF FIRM

Prime	ATKINSON CONSTRUCTION (P)
Sub - Item #	CATTRAC (1)
Sub - Item #	HYDROSPROUT (2)
Sub - Item #129	STATEWIDE (3)
Sub - Item #88	OWNER OPERATOR (4)
Sub - Item #36	FERREIRA (5)
Sub - Item #6	PRECISION (6)

WEATHER:
EQUIPMENT AND/OR LABOR:

EQPT. NO.	NO. MEN	DESCRIPTION (OF EQUIP OR LABOR)	Items	< RT/OT	Name	Classification	REMARKS	TIME (hrs)
	1	Ford F150			Nick Nusser	Foreman		5
	2	Ford F250	12	11	Victor Gomez	Foreman	P	
VCSG77	1	Zeus Excavator Lalonde Rental	12		Kim Coral	Operator	P	
			12		Eric Nelson	Laborer	P	
HSSL79	1	Komatsu Loader Road Rentals	5.5	2.5	Ian Rader	Operator	P	
20-104	1	CAT CB-563E Roller	1	11				
					Jose Aguirre	Laborer		5
	2	Ibia			Willy Bracamontes	Labor Foreman		5
					David Astroga	Operator		5
3671	1	WR2400 Stabilizer Cold Recycler	8		Chad Jager	Operator		6
	1	WR2400 Stabilizer Cold Recycler			Scott Ward	Operator		6
					Andy Gutierrez	Laborer		6
G48700	1	Ford F250			Jose Ramirez	Labor Foreman	P	
	1	Ford F150			Jason McKee	Laborer	P	
10314540	2	1500 RAM Unified Rentals			Robert Gomez	Grade Checker		5
	2	Ford F250			Donald Helidier	Carpentier Foreman		5
51-270	2	Ford F250			Gilbert Mendez	Carpenter	P	
10686893	1	Skip Loader Unified Rentals			Ian Rader	Operator	P	
02-1239	2	F250 Attenuator Truck			Mario Muela	Statewide Foreman		3
					Jario Pacheco	Statewide Laborer		3
180885	1	303E CAT Excavator		8				
HK9H58	1	623F Scraper		8				
16-604	1	Deere 710G Backhoe		8				
							P	
					Miguel Mendez	Carpenter	P	
					Albert Vasquez	Laborer	P	
51-270	2	Ford F250			Ise Sanchez	Laborer	P	
	2	F250			Adrian Encinas	Carpenter	P	
20-104	1	CAT CB-563 Roller						
					Antonio Arellano	Laborer	P	

Insp. Hrs.: REG. 8.0 | OT:
INTERMITTENT INSPECTION

Crystal Faqih — Inspector — Title

Description of Operation:

ITEM 129: 48" CORRUGATED STEEL PIPE
I arrived on-site at 6:20AM. Last night after I left, Atkinson installed two shoring boxes, one 20' piece of
what spacing be left between places, and he said he left no spacing. A tolerance of .25" is allowed for th
Inspection details of the 36' that was installed after I left and the excavating and placing of the shoring
to 1' slope per OSHA guidelines.

I talked to the foreman about the plan for today. Foreman, Victor, said that they will start excavating on
pipe that was installed yesterday later today.

At approximately 6:30AM, Atkinson began excavating on the other side of the electrical line from appro
approximately 20' from the pipe installed yesterday in order to avoid hitting the electrical line and have
crew dug 8' down and then was advised to focus on backfilling the pipe installed yesterday. The excavat
Atkinson wants to backfill pipe placed yesterday so that grading crew can grade and place base on area
be brought to grade and base must be placed and graded on Friday in order to pave on Saturday.

Atkinson poured a total of 40 CY of slurry. Before slurry was poured, Atkinson covered the end of the exp
ensure that slurry did not get inside of the pipe. A steel plate was installed to contain exposed soil so th
idle waiting for the loader to bring over the steel plate from 11:15AM to 12:15PM. Placing the plate took
12:45PM till 1:15PM.

The first truck of slurry arrived on the job at 7:55AM and the pour began at 8:00AM. Pour was complete
slurry into the bucket of the excavator and the excavator placed the slurry over the pipe. Foreman and
Second slurry truck arrived on the job at 8:22AM and the pour began at 8:33AM. Pour was completed a
arrived on-site at 8:55AM and began pouring at 9:04AM. The pour was completed at 9:30AM. A total o
wait 4 hours for the slurry to dry before they can backfill. I discussed with foreman and he said he will be
to cover the pipe. A forth slurry truck was ordered for later today at 1:00PM. This section of pipe will be
dry. While Atkinson crew was slurry backfilling the pipe, the loader and operator were not working on th
not working on this operation. The forth slurry truck arrived at 1:14PM and the pour began at 1:20PM.
this truck. Slurry backfill was from station 1026+35 to station 1026+85 (entire length of pipe installed w

From 9:30AM until 1:14PM when the next slurry truck arrived on-site, Atkinson crew was excavating on
to stabilize soil, and placing sand bags in preparation for slurry backfill. Atkinson used a Lalonde rental (
and backfill and compact soil. Road Rents Komatsu WA470 loader on the other side of the pipe more the
that and to focus on backfilling.

SoCal Gas representative was present to monitor the high pressure gas line that Atkinson dug around. A
around it per the direction of the SoCal Gas representative to ensure that excavation around gas line is s

Atkinson began backfilling trench with soil at 2:00PM. Atkinson used the Lalonde rental Zeus 670LC Exc
excavator used a sheeps foot attachment when compacting. The excavator compacted on both sides of
Jethro Garcia told us that we cannot compact over the gas line until 4' of fill is placed on top of it. Atkin
has 4' of cover. I told Atkinson foreman to ensure that there are no voids underneath the pipe. Atkinson
Water truck was present from 2:00PM to 3:00PM to wet the soil. The soil was already damp so water tr
roller to enter the trench, Atkinson used a roller instead of the sheeps foot attachment to compact the s

Atkinson backfilled approximately 8' by the time I left at 6:30PM. Backfill was from station 1026+35 to s
Jerry from Converse arrive on-site at 5:00PM to test compaction. He will take a compaction test every 8'
site at 6:30AM and left at 2:00PM. He was present the entire time Atkinson was excavating.

ITEM 36: ROADWAY EXCAVATION
Subcontractor Precision used one Wirtgen WR 240i Soil Stabilizers to grind and demolish the north sectio
used scrapers to collect and stockpiled the grindings. Refer to Ahmed's report for names and equipment

Note: Refer to Ahmed's, William's, and Alex's reports for other contractor activities.

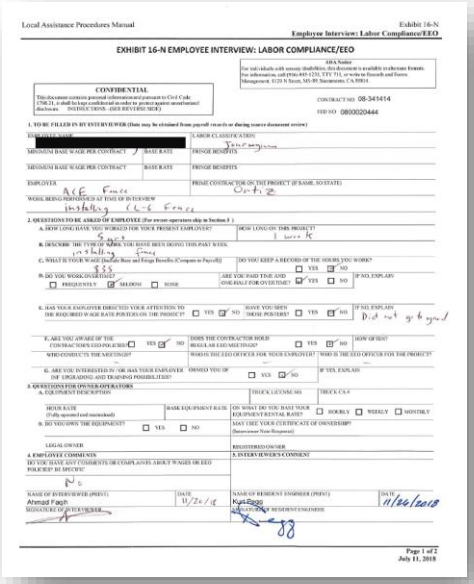
PREPARED BY: Crystal Faqih
APPROVED BY:

Photo No. 2: Excavator pouring slurry onto 48" CSP for Drainage System 4.

Photo No. 4: Excavator placing slurry backfill over 48" corrugated steel pipe for Drainage System 4.

Photo No. 6: Roller compacting soil placed by excavator in trench.

EMPLOYEE INTERVIEW FORM



Local Assistance Procedures Manual — Exhibit 16-N

Employee Interview: Labor Compliance/EEO

EXHIBIT 16-N EMPLOYEE INTERVIEW: LABOR COMPLIANCE/EEO

CONFIDENTIAL

CONTRACT NO 08-341414

FED NO 0800020444

1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review)

EMPLOYEE NAME [redacted] — LABOR CLASSIFICATION: Iron Worker

MINIMUM BASE WAGE PER CONTRACT — BASE RATE — FRINGE BENEFITS

MINIMUM BASE WAGE PER CONTRACT — BASE RATE — FRINGE BENEFITS

EMPLOYER ACE Fence — PRIME CONTRACTOR OR ON THIS PROJECT (IF SAME, SO STATE) Same

WORK BEING PERFORMED AT TIME OF INTERVIEW Installing CL-6 Fence

2. QUESTIONS TO BE ASKED OF EMPLOYEE (For owner-operators skip to Section 3.)

a. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER? 5 days — HOW LONG ON THIS PROJECT? 1 week PC

b. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK. Installing Fence

c. WHAT IS YOUR WAGE (Include Basic Rate and Fringe Benefits [Compare to Payroll]) $35 — DO YOU KEEP A RECORD OF THE HOURS YOU WORK? ☐ YES ☑ NO

d. DO YOU WORK OVERTIME? ☐ FREQUENTLY ☑ SELDOM ☐ NONE — ARE YOU PAID TIME AND ONE-HALF FOR OVERTIME? ☑ YES ☐ NO — IF NO, EXPLAIN

e. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTED ON THE PROJECT? ☐ YES ☑ NO — HAVE YOU BEEN PAID LESS THAN REQUIRED? ☐ YES ☑ NO — IF NO, EXPLAIN: Did not go to yard

f. ARE YOU AWARE OF THE CONTRACTOR'S EEO POLICIES? ☐ YES ☑ NO — DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS? ☐ YES ☑ NO — HOW OFTEN? — WHO CONDUCTS THE MEETINGS? — WHERE IS THE EEO OFFICER FOR YOUR EMPLOYER? — WHO IS THE EEO OFFICER FOR THE PROJECT?

g. ARE YOU INTERESTED IN / OR HAS YOUR EMPLOYER OFFERED YOU OF UPGRADING AND TRAINING POSSIBILITIES? ☐ YES ☑ NO — IF YES, EXPLAIN

3. QUESTIONS FOR OWNER-OPERATORS

a. EQUIPMENT DESCRIPTION — TRUCK LICENSE NO. — TRUCK C.V.I.

HOUR RATE (If fully operated and maintained) — BASE EQUIPMENT RATE — ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE? ☐ HOURLY ☐ WEEKLY ☐ MONTHLY

b. DO YOU OWN THE EQUIPMENT? ☐ YES ☐ NO — MAY I SEE YOUR CERTIFICATE OF OWNERSHIP? (Interviewer Note Response)

LEGAL OWNER — REGISTERED OWNER

4. EMPLOYEE COMMENTS — 5. INTERVIEWER'S COMMENT

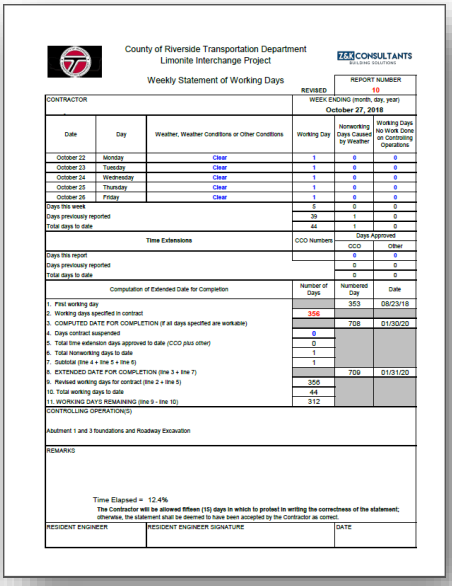
DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? RE SPECTED — No

NAME OF INTERVIEWER (PRINT) Ahmad Faqih — DATE 11/26/18 — SIGNATURE OF INTERVIEWER Ahmad Faqih

NAME OF RESIDENT ENGINEER (PRINT) Kurt Rees — SIGNATURE OF RESIDENT ENGINEER — DATE 11/26/2018

Page 1 of 2 — July 11, 2018

WEEKLY STATEMENT OF WORKING DAYS



County of Riverside Transportation Department
Limonite Interchange Project

ZAC CONSULTANTS

Weekly Statement of Working Days

REPORT NUMBER 10 — REVISED

CONTRACTOR — WEEK ENDING (month, day, year) October 27, 2018

Date	Day	Weather, Weather Conditions or Other Conditions	Working Day	Nonworking Days Caused by Weather	Working Days No Work Done on Controlling Operations
October 22	Monday	Clear	1	0	0
October 23	Tuesday	Clear	1	0	0
October 24	Wednesday	Clear	1	0	0
October 25	Thursday	Clear	1	0	0
October 26	Friday	Clear	1	0	0
Days this week			5	0	0
Days previously reported			39	1	0
Total days to date			44	1	0

Time Extensions	CCO Numbers	Days Approved CCO	Days Approved Other
Days this report		0	0
Days previously reported		0	0
Total days to date		0	0

Computation of Extended Date for Completion	Number of Days	Numbered Day	Date
1. First working day		353	08/23/18
2. Working days specified in contract	356		
3. COMPUTED DATE FOR COMPLETION (if all days specified are workable)		708	01/30/20
4. Days contract suspended	0		
5. Total time extension days approved to date (CCO plus other)	0		
6. Total Nonworking days to date	1		
7. Subtotal (line 4 + line 5 + line 6)	1		
8. EXTENDED DATE FOR COMPLETION (line 3 + line 7)		709	01/31/20
9. Revised working days for contract (line 2 + line 5)	356		
10. Total working days to date	44		
11. WORKING DAYS REMAINING (line 9 - line 10)	312		

CONTROLLING OPERATION(S)

Abutment 1 and 3 foundations and Roadway Excavation

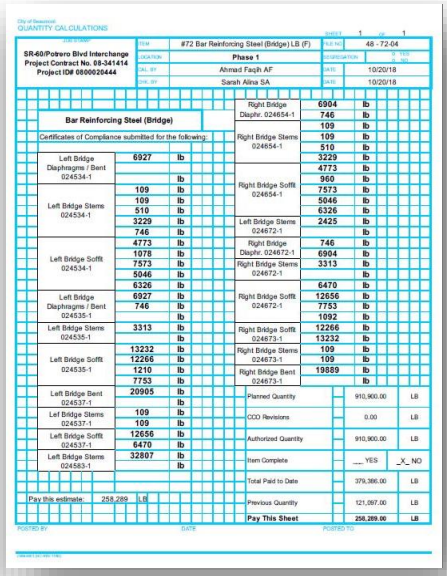
REMARKS

Time Elapsed = 12.4%

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

RESIDENT ENGINEER — RESIDENT ENGINEER SIGNATURE — DATE

MONTHLY QUANTITY SHEET



QUANTITY CALCULATIONS — SHEET 1 OF 1

SR-60/Potrero Blvd Interchange
Project Contract No. 08-341414
Project ID# 0800020444

ITEM: #72 Bar Reinforcing Steel (Bridge) LB (F) — FILE NO: 48 - 72-04
LOCATION: Phase 1 — SUPERSEDES: Y YES N NO
CAL. BY: Ahmad Faqih AF — DATE: 10/20/18
CHK. BY: Sarah Alina SA — DATE: 10/20/18

Bar Reinforcing Steel (Bridge)

Certificates of Compliance submitted for the following:

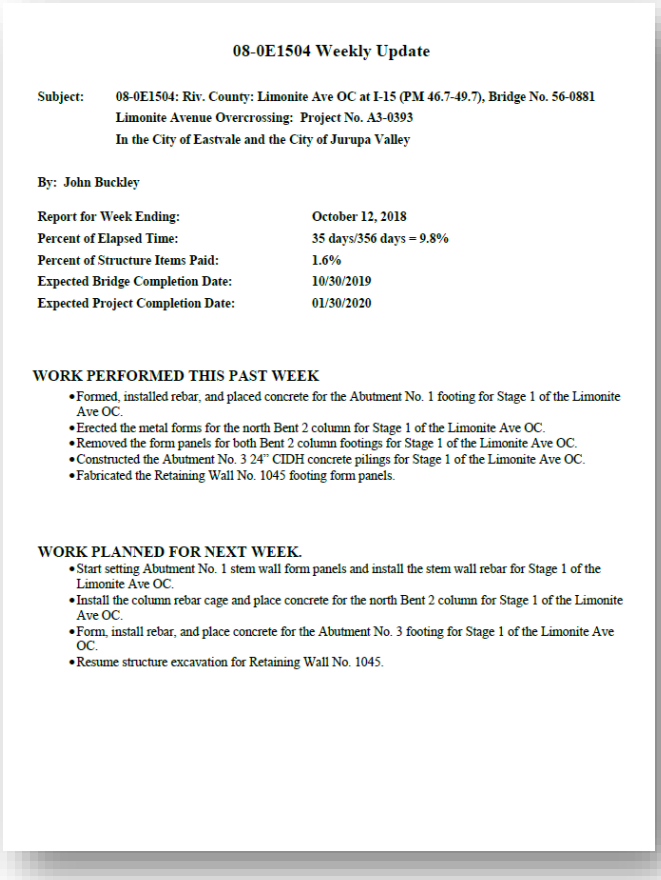
Left Bridge Diaphragms / Bent 024534-1	6927	lb		Right Bridge Diaphr. 024654-1	6904	lb
					746	lb
					109	lb
Left Bridge Stems 024534-1	109	lb		Right Bridge Stems 024654-1	510	lb
	109	lb			3229	lb
	510	lb			4773	lb
	3229	lb		Right Bridge Soffit 024654-1	960	lb
	746	lb			7573	lb
Left Bridge Soffit 024534-1	4773	lb			5046	lb
	1078	lb			6326	lb
	7573	lb		Left Bridge Stems 024672-1	2425	lb
	5046	lb			746	lb
	6326	lb		Right Bridge Diaphr. 024672-1	6904	lb
Left Bridge Diaphragms / Bent 024535-1	6927	lb		Right Bridge Stems 024672-1	3313	lb
	746	lb			6470	lb
		lb		Right Bridge Soffit 024672-1	12656	lb
Left Bridge Stems 024535-1	3313	lb			7753	lb
		lb			1092	lb
	13232	lb		Right Bridge Stems 024673-1	12266	lb
Left Bridge Soffit 024535-1	12266	lb			13232	lb
	1210	lb		Right Bridge Soffit 024673-1	109	lb
	7753	lb			109	lb
Left Bridge Bent 024537-1	20905	lb		Right Bridge Bent 024673-1	19889	lb
		lb				lb
Left Bridge Stems 024537-1	109	lb				
	109	lb				
Left Bridge Soffit 024537-1	12656	lb				
	6470	lb				
Left Bridge Stems 024583-1	32807	lb				
		lb				

Planned Quantity	910,900.00	LB
CCO Revisions	0.00	LB
Authorized Quantity	910,900.00	LB
Item Complete	___ YES	_X_ NO
Total Paid to Date	379,386.00	LB
Previous Quantity	121,097.00	LB
Pay This Sheet	**250,289.00**	**LB**

Pay this estimate: 258,289 LB

POSTED BY — DATE — POSTED TO

WEEKLY REPORT



08-0E1504 Weekly Update

Subject: **08-0E1504: Riv. County: Limonite Ave OC at I-15 (PM 46.7-49.7), Bridge No. 56-0881**
Limonite Avenue Overcrossing: Project No. A3-0393
In the City of Eastvale and the City of Jurupa Valley

By: John Buckley

Report for Week Ending:	**October 12, 2018**
Percent of Elapsed Time:	**35 days/356 days = 9.8%**
Percent of Structure Items Paid:	**1.6%**
Expected Bridge Completion Date:	**10/30/2019**
Expected Project Completion Date:	**01/30/2020**

WORK PERFORMED THIS PAST WEEK

- Formed, installed rebar, and placed concrete for the Abutment No. 1 footing for Stage 1 of the Limonite Ave OC.
- Erected the metal forms for the north Bent 2 column for Stage 1 of the Limonite Ave OC.
- Removed the form panels for both Bent 2 column footings for Stage 1 of the Limonite Ave OC.
- Constructed the Abutment No. 3 24" CIDH concrete pilings for Stage 1 of the Limonite Ave OC.
- Fabricated the Retaining Wall No. 1045 footing form panels.

WORK PLANNED FOR NEXT WEEK.

- Start setting Abutment No. 1 stem wall form panels and install the stem wall rebar for Stage 1 of the Limonite Ave OC.
- Install the column rebar cage and place concrete for the north Bent 2 column for Stage 1 of the Limonite Ave OC.
- Form, install rebar, and place concrete for the Abutment No. 3 footing for Stage 1 of the Limonite Ave OC.
- Resume structure excavation for Retaining Wall No. 1045.

Limonite Ave OC: Installing Abutment No. 1 footing form panels for Limonite Ave OC - Stage 1 (10/08/18).

Limonite Ave OC: Layout and installation of expansion paper at the base of the Bent 2 column for Limonite Ave OC - Stage 1 (10/09/18).

Limonite Ave OC: Lift of Bent 2 column flare section for Limonite Ave OC - Stage 1 (10/10/18).

Limonite Ave OC: Forming of the north Bent 2 column for the Limonite Ave OC (10/10/18).

Limonite Ave OC: Drilling the 24" CIDH concrete pilings at Abutment No. 3 for the Limonite Ave OC - Stage 1 (10/10/18).

Limonite Ave OC: Abutment No. 1 footing and stem wall rebar for the Limonite Ave OC - Stage 1 (10/11/18).

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
Z&K CONSULTANTS, INC.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Z&K CONSULTANTS** (hereinafter referred to as **"CONSULTANT"**), located at 247 East Palmdale Avenue, Orange, California 92868.

RECITALS:

WHEREAS, the City will be implementing the Annual Street Rehabilitation Project (CPI #18-01, Phase I), which consists of improvements to specific streets within various areas throughout the City; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Annual Street Rehabilitation Project (Phase I); and

WHEREAS, Consultant (Z&K Consultants, Inc.) warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Annual Street Rehabilitation Project (Phase I); and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, by Resolution No. _____, adopted on the_____, of _____ 2020, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; and

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Annual Street Rehabilitation Project, (CIP #18-01, Phase I). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task 1: **Preconstruction Conference** – Deliverables: Outline project specifics. Inform contractor of project administration procedures.

Task 2: **Management Information System** – Deliverables: Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

Task 3: **Review Traffic Control Plans** – Deliverables: Review contractor's plans for detours, shutdowns and access for emergency vehicles.

Task 4: **Meetings** – Deliverables: Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

Task 5: **Issues Management** – Deliverables: Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

Task 6: **Schedule** – Deliverables: Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

Task 7: **Cost Control** – Deliverables: Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

Task 8: **Labor Compliance** – Deliverables: Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

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

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

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

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

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

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

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

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

Task 17: **"As-Built" Drawings** – Deliverables: Collect, review, and transmit contractor's data to engineer.

Task 18: **Final Walkthrough** – Deliverables: Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

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

As more fully described in the City's **"Proposals to Provide Construction Management & Inspection Services – Annual Residential Rehabilitation Project (CPI #18-01, Phase 1)** and in Consultant's **"Proposal to Provide Annual Residential Rehabilitation Project (CPI #18-01, Phase 1)"** dated March 4, 2020, 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, competent 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 rendered pursuant to this Agreement.

Crystal Faqih, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless this Agreement is extended or terminated as provided herein.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** dated **March 4, 2020** and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

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

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Two Hundred Sixteen Thousand Nine Hundred and Sixty Dollars ($216,960.00).**

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

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

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

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

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

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

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including

reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

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

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

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of

the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those, employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

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

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the

lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

19. 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:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

.e 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

.f 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.

_____ _____

Crystal Faqih, President **(Date)**

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

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

22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment that 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:
Z&K Consultants
247 East Palmdale Avenue
Orange, California 92868
Attn: Crystal Faqih -President
(951) 310-7470
cfaqih@zandkconsultants.com

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

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

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

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

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

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

Z&K CONSULTANTS, INC./CONSULTANT

Dated: _____ **By _____**
Crystal Faqih, President

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

April 14, 2020

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A TRANSFER OF FUNDS WITHIN THE PUBLIC WORKS DEPARTMENT FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE I ($5,824,574.80)**

SUMMARY

Adoption of this resolution will authorize a transfer of Two Hundred Thousand Dollars ($200,000.00) in funds within the Public Works Department Fiscal Year 2019-2020 budget, authorize the City Manager to enter into a construction contract with and establish a purchase order in the amount of Five Million Two Hundred Ninety Five Thousand and Sixty Eight Dollars ($5,295,068.00) to All American Asphalt for the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase I and authorize Five Hundred Twenty Nine Thousand Five Hundred and Six Dollars and Eighty Cents ($529,506.80) as a contingency amount.

BACKGROUND

The Annual Residential Street Rehabilitation Project ("Project") provides improvements to streets in accordance with the plans, specifications and other contract documents and shall consist of the following general work descriptions: construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items or details, not mentioned above, that are required by the plans and standard specifications.

The Project locations will be on Caldwell Street, Myrrh Street, Grandee Avenue, 134th/Elva Avenue, Tajauta Avenue, Bradfield Avenue and Alondra Boulevard as follows:

No.	Street Name	Limits
1.	Myrrh Street	Santa Fe Avenue to East City Limits
2.	Tajauta Avenue	Rosecrans Avenue to Compton Boulevard
3.	Bradfield Avenue	Pixley Street to Compton Boulevard
4.	Elva Avenue	Parmelee Avenue to 138th Street
5.	Grandee Avenue	El Segundo Boulevard to 138th Street
6.	Caldwell Street	Oleander Street to West City Limits
7.	Alondra Boulevard	Lime Street to East City Limits

STATEMENT OF ISSUE

The Annual Residential Street Rehabilitation Project was advertised for competitive bids on February 19th, February 26th, March 4th, and March 11th, 2020. Bids were received and opened on March 19, 2020. Six (6) bids were received as follows:

Contractors	Amount
All American Asphalt	$5,295,068
EBS General Engineering	$8,632,801
Hardy & Harper, Inc.	$5,656,000
Onyx Paving Company	$7,979,000
Palp dba Excel Paving	$5,839,251
Sully Miller Contracting	$7,623,292

Based upon review of submitted bid documents, it has been determined that All American Asphalt submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to All American Asphalt in the amount of $5,295,068.00.

Additionally, staff recommends establishment of a ten percent (10%) contingency in the amount of $529,506.80 for any unforeseen costs be authorized for this Project. The Engineer's Estimate for this Project was $5,400,000. The Project is specified to be completed in One Hundred and Thirty (130) working days.

FISCAL IMPACT

A transfer of funds within the Public Works 2019-2020 Fiscal Year budget as follows:

FY 2019-2020

From:	**Account No.**	**Description**	**Amount**
	1528-710-000-4262	Other Professional Svcs.	$200,000.00
To:	**Account No.**	**Description**	**Amount**
	1528-710-000-4300	Capital Outlay	$200,000.00

Funds are available in the amount of $3,136,999.30 as follows:

Account No.	Description	Amount
2200-710-000-4300	Capital Outlay	$1,578,609.00
2800-72H-168-4300	Capital Outlay	$1,223,390.30
1520-710-0MR-4300	Capital Outlay	$ 75,000.00
1528-710-000- 4300	Capital Outlay	$ 60,000.00
1528-710-000- 4300	Capital Outlay	$ 200,000.00
		$3,136,999.30

Staff recommends the issuance of a purchase order in the amount of $3,136,999.30 to All American Asphalt. The remaining funds for the project in the amount of $2,687,575.50 will be budgeted and allocated in the Public Works 2020-2021 Fiscal Year budget.

ALTERNATIVE

Council can reject all bids and instruct staff to re-advertise.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JOHN STRICKLAND
PROJECT MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A TRANSFER OF FUNDS WITHIN THE PUBLIC WORKS DEPARTMENT FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE I ($5,824,574.80)

WHEREAS, the Annual Residential Street Rehabilitation Project ("Project") provides improvements to streets in accordance with the plans, specifications and other contract documents and consist of the following general work descriptions: construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed humps, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meters, and storm drain manhole, and such other items or details, not mentioned above, that are required by the plans and standard specifications; and

WHEREAS, the project locations will be on Caldwell Street, Myrrh Street, Grandee Avenue, 134th/Elva Avenue, Tajauta Avenue, Bradfield Avenue and Alondra Boulevard as follows:

No.	Street Name	Limits
1.	Myrrh Street	Santa Fe Avenue to East City Limits
2.	Tajauta Avenue	Rosecrans Avenue to Compton Boulevard
3.	Bradfield Avenue	Pixley Street to Compton Boulevard
4.	Elva Avenue	Parmelee Avenue to 138th Street
5.	Grandee Avenue	El Segundo Boulevard to 138th Street
6.	Caldwell Street	Oleander Street to West City Limits
7.	Alondra Boulevard	Lime Street to East City Limits

WHEREAS, the Annual Residential Street Rehabilitation Project was advertised for competitive bids on February 19th, February 26th, March 4th, and March 11th, 2020.

WHEREAS, bids were received and opened on March 19, 2020 and six (6) bids were received as follows:

Contractors	**Amount**
All American Asphalt	$5,295,068
EBS General Engineering	$8,632,801
Hardy & Harper, Inc.	$5,656,000
Onyx Paving Company	$7,979,000
Palp dba Excel Paving	$5,839,251
Sully Miller Contracting	$7,623,292

WHEREAS, based upon review of the submitted bid documents, it has been determined that All American Asphalt submitted the lowest responsive bid; and

WHEREAS, staff recommends City Council award the construction contract to All American Asphalt in the amount of $5,295,068; and

WHEREAS, staff recommends the establishment of a ten percent (10%) contingency in the amount of $529,506.80 for any unforeseen costs be authorized for this Project; and

WHEREAS, the Engineer's Estimate for this Project was $5,400,000 and the Project is specified to be completed in 130 working days; and

WHEREAS, the Public Works 2019-2020 Fiscal Year budget will need to be amended to transfer funds between accounts for this expenditure.

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

SECTION 1. That the bid of All American Asphalt in the amount of Five Million Two Hundred Ninety Five Thousand and Sixty Eight Dollars ($5,295,068.00) is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with All American Asphalt for services performed on the Annual Residential Street Rehabilitation Project, CIP #18-01, Phase I.

SECTION 3. That the Public Works 2019-2020 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:

Account No.	**Description**	**Amount**
1528-710-000-4262	Other Professional Svcs.	$200,000.00

To:

Account No.	**Description**	**Amount**
1528-710-000-4300	Capital Outlay	$200,000.00

SECTION 4. That funds in the amount of $3,136,999.30 will be available in the Public Works 2019-2020 Fiscal Year budget as follows:

FY 2019-2020

Account No.	**Description**	**Amount**
2200-710-000-4300	Capital Outlay	$1,578,609.00
2800-72H-168-4300	Capital Outlay	$1,223,390.30
1520-710-0MR-4300	Capital Outlay	$ 75,000.00
1528-710-000-4300	Capital Outlay	$ 60,000.00
1528-710-000-4300	Capital Outlay	$ 200,000.00
		$3,136,999.30

SECTION 5. That funds in the amount of $2,687,575.50 will be budgeted and allocated in the Public Works 2020-2021 Fiscal Year budget.

SECTION 6. That a purchase order in the amount of $3,136,999.30 is authorized to be established for All American Asphalt for services to be rendered on the Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase I.

SECTION 7. That a Project contingency amount of Five Hundred Twenty Nine Thousand Five Hundred Six Dollars and Eighty Cents ($529,506.80) is hereby authorized.

SECTION 8. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2020.

_____
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 _____, 2020.

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

Annual Residential Street Rehabilitation Project (Phase I) -Myrrh St.				All American Asphalt		EBS		Hardy & Harper, Inc.		Onyx Paving		Palp dba Excel Paving		Sully-Miller	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	$70,000.00	$70,000.00	$54,000.00	$54,000.00	$21,776.00	$21,776.00	$95,994.00	$95,994.00	$14,000.00	$14,000.00	$200,000.00	$200,000.00
2	Traffic Control	1	LS	$45,000.00	$45,000.00	$68,500.00	$68,500.00	$20,000.00	$20,000.00	$123,000.00	$123,000.00	$1,000.00	$1,000.00	$101,000.00	$101,000.00
3	Best Management Practices	1	LS	$2,000.00	$2,000.00	$23,250.00	$23,250.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$500.00	$500.00	$25,000.00	$25,000.00
4	Clearing & Grubbing and Unclassified Excavation	1	LS	$145,000.00	$145,000.00	$905,000.00	$905,000.00	$100,000.00	$100,000.00	$345,000.00	$345,000.00	$275,000.00	$275,000.00	$315,000.00	$315,000.00
5	Cold Mill Existing Pavement	127,000	SF	$0.15	$19,050.00	$0.53	$67,310.00	$0.29	$36,830.00	$0.30	$38,100.00	$0.34	$43,180.00	$0.33	$41,910.00
6	Construct 2" Asphalt Rubber Hot Mix (ARHM)	2,808	TON	$88.00	$247,104.00	$105.00	$294,840.00	$86.50	$242,892.00	$111.00	$311,688.00	$90.00	$252,720.00	$100.00	$280,800.00
7	Construct 2" AC Base Course	1,164	TON	$72.00	$83,808.00	$89.00	$103,596.00	$70.00	$81,480.00	$96.00	$111,744.00	$72.00	$83,808.00	$90.00	$104,760.00
8	Construct 8" CAB	2,253	CY	$26.00	$58,578.00	$82.00	$184,746.00	$38.00	$85,614.00	$88.00	$198,264.00	$30.00	$67,590.00	$50.00	$112,650.00
9	Construct 4" PCC Sidewalk	102	SF	$9.00	$918.00	$28.00	$2,856.00	$9.00	$918.00	$11.00	$1,122.00	$8.00	$816.00	$21.00	$2,142.00
10	Construct PCC Driveway Approach	25	EA	$1,350.00	$33,750.00	$2,800.00	$70,000.00	$1,250.00	$31,250.00	$2,700.00	$67,500.00	$2,000.00	$50,000.00	$2,600.00	$65,000.00
11	Construct PCC Cross Gutter	2,731	SF	$20.00	$54,620.00	$23.00	$62,813.00	$20.00	$54,620.00	$19.00	$51,889.00	$16.00	$43,696.00	$31.00	$84,661.00
12	Construct PCC Curb Ramp	51	EA	$5,000.00	$255,000.00	$4,400.00	$224,400.00	$4,500.00	$229,500.00	$4,949.00	$252,399.00	$4,300.00	$219,300.00	$3,800.00	$193,800.00
13	Not Used														
14	Construct Alley Intersection	1	EA	$6,000.00	$6,000.00	$5,040.00	$5,040.00	$3,600.00	$3,600.00	$7,500.00	$7,500.00	$6,000.00	$6,000.00	$8,900.00	$8,900.00
15	Adjust to Grade Water Valve	71	EA	$165.00	$11,715.00	$750.00	$53,250.00	$450.00	$31,950.00	$1,000.00	$71,000.00	$450.00	$31,950.00	$700.00	$49,700.00
16	Adjust to Grade Sewer Manhole	30	EA	$1,200.00	$36,000.00	$900.00	$27,000.00	$1,100.00	$33,000.00	$1,000.00	$30,000.00	$600.00	$18,000.00	$875.00	$26,250.00
17	Adjust to Grade Storm Drain Manhole	2	EA	$1,200.00	$2,400.00	$900.00	$1,800.00	$1,100.00	$2,200.00	$1,000.00	$2,000.00	$600.00	$1,200.00	$875.00	$1,750.00
18	Not Used														
19	Funish and Install Street Name Sign	64	EA	$240.00	$15,360.00	$250.00	$16,000.00	$240.00	$15,360.00	$2,500.00	$160,000.00	$230.00	$14,720.00	$235.00	$15,040.00
20	Furnish and Install Overhead Reflective Street Name Sign	6	EA	$765.00	$4,590.00	$2,100.00	$12,600.00	$1,260.00	$7,560.00	$2,500.00	$15,000.00	$1,300.00	$7,800.00	$750.00	$4,500.00
21	Furnish and Install Regulatory Sign	9	EA	$160.00	$1,440.00	$175.00	$1,575.00	$170.00	$1,530.00	$200.00	$1,800.00	$160.00	$1,440.00	$155.00	$1,395.00
22	Install Traffic Detector Loop	8	EA	$230.00	$1,840.00	$275.00	$2,200.00	$240.00	$1,920.00	$500.00	$4,000.00	$225.00	$1,800.00	$386.60	$3,092.80
23	Striping, Markings, & Pavement Legends	1	LS	$18,000.00	$18,000.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$24,000.00	$24,000.00	$13,000.00	$13,000.00	$17,875.00	$17,875.00
	TOTAL			**1**	$1,112,173.00	**6**	$2,195,776.00	**2**	$1,015,000.00	**5**	$1,922,000.00	**3**	$1,147,520.00	**4**	$1,655,225.80

Annual Residential Street Rehabilitation Project (Phase I)				All American Asphalt		EBS		Hardy & Harper, Inc.		Onyx Paving		Palp dba Excel Paving	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	$225,000.00	$225,000.00	$95,000.00	$95,000.00	$123,596.00	$123,596.00	$231,064.00	$231,064.00	$418,000.00	$418,000.00
2	Traffic Control	1	LS	$195,000.00	$195,000.00	$98,950.00	$98,950.00	$200,000.00	$200,000.00	$395,000.00	$395,000.00	$72,000.00	$72,000.00
3	Best Management Practices	1	LS	$12,000.00	$12,000.00	$23,150.00	$23,150.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
4	Clearing & Grubbing and Unclassified Excavation	1	LS	$635,000.00	$635,000.00	$2,037,922.00	$2,037,922.00	$1,080,000.00	$1,080,000.00	$996,000.00	$996,000.00	$1,124,000.00	$1,124,000.00
5	Cold Mill Existing Pavement	319,000	SF	$0.15	$47,850.00	$0.53	$169,070.00	$0.29	$92,510.00	$0.30	$95,700.00	$0.35	$111,650.00
6	Construct 2" Asphalt Rubber Hot Mix (ARHM)	9,412	TON	$88.00	$828,256.00	$105.00	$988,260.00	$86.50	$814,138.00	$111.00	$1,044,732.00	$90.00	$847,080.00
7	Construct 2" AC Base Course	5,536	TON	$72.00	$398,592.00	$89.00	$492,704.00	$70.00	$387,520.00	$96.00	$531,456.00	$71.00	$393,056.00
8	Construct 8" CAB	10,747	CY	$26.00	$279,422.00	$82.00	$881,254.00	$38.00	$408,386.00	$88.00	$945,736.00	$28.00	$300,916.00
9	Construct 4" PCC Sidewalk	6,900	SF	$9.00	$62,100.00	$8.50	$58,650.00	$9.00	$62,100.00	$11.00	$75,900.00	$9.00	$62,100.00
10	Construct PCC Driveway Approach	90	EA	$1,350.00	$121,500.00	$2,225.00	$200,250.00	$1,250.00	$112,500.00	$2,700.00	$243,000.00	$2,000.00	$180,000.00
11	Construct PCC Cross Gutter	17,269	SF	$20.00	$345,380.00	$16.00	$276,304.00	$20.00	$345,380.00	$19.00	$328,111.00	$16.00	$276,304.00
12	Construct PCC Curb Ramp	149	EA	$5,000.00	$745,000.00	$5,100.00	$759,900.00	$4,500.00	$670,500.00	$4,949.00	$737,401.00	$4,300.00	$640,700.00
13	Construct Curb and Gutter	100	LF	$70.00	$7,000.00	$45.00	$4,500.00	$85.00	$8,500.00	$96.00	$9,600.00	$57.00	$5,700.00
14	Construct Alley Intersection	4	EA	$6,000.00	$24,000.00	$8,200.00	$32,800.00	$3,600.00	$14,400.00	$7,500.00	$30,000.00	$5,000.00	$20,000.00
15	Adjust to Grade Water Valve	93	EA	$165.00	$15,345.00	$750.00	$69,750.00	$450.00	$41,850.00	$1,000.00	$93,000.00	$450.00	$41,850.00
16	Adjust to Grade Sewer Manhole	75	EA	$1,200.00	$90,000.00	$950.00	$71,250.00	$1,100.00	$82,500.00	$1,000.00	$75,000.00	$600.00	$45,000.00
17	Adjust to Grade Storm Drain Manhole	9	EA	$1,200.00	$10,800.00	$950.00	$8,550.00	$1,100.00	$9,900.00	$1,000.00	$9,000.00	$600.00	$5,400.00
18	Remove and Construct Speed Hump	14	EA	$2,600.00	$36,400.00	$2,134.00	$29,876.00	$3,200.00	$44,800.00	$2,700.00	$37,800.00	$2,000.00	$28,000.00
19	Funish and Install Street Name Sign	124	EA	$240.00	$29,760.00	$250.00	$31,000.00	$240.00	$29,760.00	$250.00	$31,000.00	$225.00	$27,900.00
20	Furnish and Install Overhead Reflective Street Name Sign	16	EA	$765.00	$12,240.00	$2,100.00	$33,600.00	$1,260.00	$20,160.00	$2,500.00	$40,000.00	$1,300.00	$20,800.00

21	Furnish and Install Regulatory Sign	70	EA	$160.00	$11,200.00	$138.00	$9,660.00	$130.00	$9,100.00	$200.00	$14,000.00	$120.00	$8,400.00
22	Install Traffic Detector Loop	35	EA	$230.00	$8,050.00	$275.00	$9,625.00	$240.00	$8,400.00	$500.00	$17,500.00	$225.00	$7,875.00
23	Striping, Markings, & Pavement Legends	1	LS	$43,000.00	$43,000.00	$55,000.00	$55,000.00	$50,000.00	$50,000.00	$66,000.00	$66,000.00	$50,000.00	$50,000.00
	TOTAL			**4**	$4,182,895.00	**2**	$6,437,025.00	**3**	$4,641,000.00	**1**	$6,057,000.00	**7**	$4,691,731.00

Sully-Miller			
UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
$500,000.00	$500,000.00		$0.00
$215,000.00	$215,000.00		$0.00
$50,000.00	$50,000.00		$0.00
$1,300,000.00	$1,300,000.00		$0.00
$0.33	$105,270.00		$0.00
$100.00	$941,200.00		$0.00
$100.00	$553,600.00		$0.00
$50.00	$537,350.00		$0.00
$12.60	$86,940.00		$0.00
$2,900.00	$261,000.00		$0.00
$29.00	$500,801.00		$0.00
$4,000.00	$596,000.00		$0.00
$80.00	$8,000.00		$0.00
$9,500.00	$38,000.00		$0.00
$700.00	$65,100.00		$0.00
$875.00	$65,625.00		$0.00
$875.00	$7,875.00		$0.00
$2,000.00	$28,000.00		$0.00
$235.00	$29,140.00		$0.00
$750.00	$12,000.00		$0.00

$155.00	$10,850.00		$0.00
$386.60	$13,531.00		$0.00
$42,785.00	$42,785.00		$0.00
5	$5,968,067.00	**6**	$0.00

Annual Residential Street Rehabilitation Project (Phase I)				All American Asphalt		EBS		Hardy & Harper, Inc.		Onyx Paving		Palp dba Excel Paving	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	$ 225,000.00	$225,000.00	$95,000.00	$95,000.00	$123,596.00	$123,596.00	$231,064.00	$231,064.00	$418,000.00	$418,000.00
2	Traffic Control	1	LS	$195,000.00	$195,000.00	$98,950.00	$98,950.00	$200,000.00	$200,000.00	$395,000.00	$395,000.00	$72,000.00	$72,000.00
3	Best Management Practices	1	LS	$12,000.00	$12,000.00	$23,150.00	$23,150.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
4	Clearing & Grubbing and Unclassified Excavation	1	LS	$635,000.00	$635,000.00	$2,037,922.00	$2,037,922.00	$1,080,000.00	$1,080,000.00	$996,000.00	$996,000.00	$1,124,000.00	$1,124,000.00
5	Cold Mill Existing Pavement	319,000	SF	$0.15	$47,850.00	$0.53	$169,070.00	$0.29	$92,510.00	$0.30	$95,700.00	$0.35	$111,650.00
6	Construct 2" Asphalt Rubber Hot Mix (ARHM)	9,412	TON	$88.00	$828,256.00	$105.00	$988,260.00	$86.50	$814,138.00	$111.00	$1,044,732.00	$90.00	$847,080.00
7	Construct 2" AC Base Course	5,536	TON	$72.00	$398,592.00	$89.00	$492,704.00	$70.00	$387,520.00	$96.00	$531,456.00	$71.00	$393,056.00
8	Construct 8" CAB	10,747	CY	$26.00	$279,422.00	$82.00	$881,254.00	$38.00	$408,386.00	$88.00	$945,736.00	$28.00	$300,916.00
9	Construct 4" PCC Sidewalk	6,900	SF	$9.00	$62,100.00	$8.50	$58,650.00	$9.00	$62,100.00	$11.00	$75,900.00	$9.00	$62,100.00
10	Construct PCC Driveway Approach	90	EA	$1,350.00	$121,500.00	$2,225.00	$200,250.00	$1,250.00	$112,500.00	$2,700.00	$243,000.00	$2,000.00	$180,000.00
11	Construct PCC Cross Gutter	17,269	SF	$20.00	$345,380.00	$16.00	$276,304.00	$20.00	$345,380.00	$19.00	$328,111.00	$16.00	$276,304.00
12	Construct PCC Curb Ramp	149	EA	$5,000.00	$745,000.00	$5,100.00	$759,900.00	$4,500.00	$670,500.00	$4,949.00	$737,401.00	$4,300.00	$640,700.00
13	Construct Curb and Gutter	100	LF	$70.00	$7,000.00	$45.00	$4,500.00	$85.00	$8,500.00	$96.00	$9,600.00	$57.00	$5,700.00
14	Construct Alley Intersection	4	EA	$6,000.00	$24,000.00	$8,200.00	$32,800.00	$3,600.00	$14,400.00	$7,500.00	$30,000.00	$5,000.00	$20,000.00
15	Adjust to Grade Water Valve	93	EA	$165.00	$15,345.00	$750.00	$69,750.00	$450.00	$41,850.00	$1,000.00	$93,000.00	$450.00	$41,850.00
16	Adjust to Grade Sewer Manhole	75	EA	$1,200.00	$90,000.00	$950.00	$71,250.00	$1,100.00	$82,500.00	$1,000.00	$75,000.00	$600.00	$45,000.00
17	Adjust to Grade Storm Drain Manhole	9	EA	$1,200.00	$10,800.00	$950.00	$8,550.00	$1,100.00	$9,900.00	$1,000.00	$9,000.00	$600.00	$5,400.00
18	Remove and Construct Speed Hump	14	EA	$2,600.00	$36,400.00	$2,134.00	$29,876.00	$3,200.00	$44,800.00	$2,700.00	$37,800.00	$2,000.00	$28,000.00
19	Funish and Install Street Name Sign	124	EA	$240.00	$29,760.00	$250.00	$31,000.00	$240.00	$29,760.00	$250.00	$31,000.00	$225.00	$27,900.00
20	Furnish and Install Overhead Reflective Street Name Sign	16	EA	$765.00	$12,240.00	$2,100.00	$33,600.00	$1,260.00	$20,160.00	$2,500.00	$40,000.00	$1,300.00	$20,800.00
21	Furnish and Install Regulatory Sign	70	EA	$160.00	$11,200.00	$138.00	$9,660.00	$130.00	$9,100.00	$200.00	$14,000.00	$120.00	$8,400.00
22	Install Traffic Detector Loop	35	EA	$230.00	$8,050.00	$275.00	$9,625.00	$240.00	$8,400.00	$500.00	$17,500.00	$225.00	$7,875.00
23	Striping, Markings, & Pavement Legends	1	LS	$43,000.00	$43,000.00	$55,000.00	$55,000.00	$50,000.00	$50,000.00	$66,000.00	$66,000.00	$50,000.00	$50,000.00
	TOTAL			**1**	$4,182,895.00	**6**	$6,437,025.00	**2**	$4,641,000.00	**5**	$6,057,000.00	**3**	$4,691,731.00

Sully-Miller	
UNIT COST	**TOTAL COST**
$500,000.00	$500,000.00
$215,000.00	$215,000.00
$50,000.00	$50,000.00
$1,300,000.00	$1,300,000.00
$0.33	$105,270.00
$100.00	$941,200.00
$100.00	$553,600.00
$50.00	$537,350.00
$12.60	$86,940.00
$2,900.00	$261,000.00
$29.00	$500,801.00
$4,000.00	$596,000.00
$80.00	$8,000.00
$9,500.00	$38,000.00
$700.00	$65,100.00
$875.00	$65,625.00
$875.00	$7,875.00
$2,000.00	$28,000.00
$235.00	$29,140.00
$750.00	$12,000.00
$155.00	$10,850.00
$386.60	$13,531.00
$42,785.00	$42,785.00
4	$5,968,067.00

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALL AMERICAN ASPHALT CORPORATION
[Annual Residential Street Rehabilitation Project– CIP #18-01, Phase I]

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 **ALL AMERICAN ASPHALT CORPORATION** (hereinafter referred to as "**CONTRACTOR"**) located at 400 East Sixth Street, Corona, California 92879, (each a "Party" and collectively, the "Parties").

RECITALS:

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

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California (License No. 267073) and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining All American Asphalt Corporation (Contractor) to perform that work required pursuant to the Annual Residential Street Rehabilitation Project CIP# 18-01, Phase I ("Project")**.**

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on _____, 2020.

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

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

1.1.2 "Contract Documents" consists of this Agreement (interchangeably "Contract") (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest

California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

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

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Agreement to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

1.5.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

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

1.5.2 Clayton Act and Cartwright Act. In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

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

1.5.4 Subletting and Subcontracting. Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

1.5.5 Prevailing Wage Requirements. This Project is funded in whole or in part with Federal Housing and Community Development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced.

This Project is a public work in the State of California, which may be funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.5.6 Employment of Apprentices. Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, Contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

.a Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.7 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and

all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.8 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Agreement to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Section 1.5.8. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.5.9 Water Pollution Control.

1.5.9.1 Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

1.5.10 Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Mark Luer,**

President of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 City's Representative. City hereby designates the Director of the Public Works Department, or his/her designee as City's Representative for this Project.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.7.1 Contractor verifies that it possesses a **"Class A"** Contractor's License(s) adequate to perform the Work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code.

1.8 Permits.

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

Prior to or at the time of execution of this Agreement, the Contractor, and all Contractor's subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

2.0 SCOPE OF SERVICES

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

ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP#18-01, PHASE I)

The Annual Residential Street Rehabilitation Project ("Project") provides improvements to streets in accordance with the plans, specifications and other contract documents as specified herein and shall consist of the following general work descriptions: construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items or details, not mentioned above, that are required by the plans and standard specifications. The Project locations are as follows:

No.	Street Name	Limits
1	Myrrh Street	Santa Fe Avenue to East City Limits
2	Tajauta Avenue	Rosecrans Avenue to Compton Boulevard
3	Bradfield Avenue	Pixley Street to Compton Boulevard
4	Elva Avenue	Parmelee Avenue to 138th Street
5	Grandee Avenue	El Segundo Boulevard to 138th Street
6	Caldwell Street	Oleander Street to West City Limits
7.	Alondra Boulevard	Lime Street to East City Limits

2.2 Management of Construction Work.

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

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Five Million Two Hundred Ninety Five Thousand and Sixty Eight Dollars ($5,295,068.00)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

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

3.3 Payments.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the **Public Works Director** or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

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

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

-Or-

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

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

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

3.5 Contractor's Warranty of Contract Price.

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

4.0 TIME

4.1 Time of Essence.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s) identified by the City for repairs and work is completed or within a total of **130 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.3 Extensions.

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

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

_____	_____
City of Compton – City Manager	**Contractor – All American Asphalt**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the Project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. There shall be no extension of time granted due to delay caused

by inability to obtain materials without the advance written approval of the Public Workers Director or his/her designee.

Contractor shall be held responsible for coordination of all phases of the operations/Work so that the schedule can be met. If Contractor desires to make a major change in its methods or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to the City a revised Construction Schedule. Said revised Schedule shall be submitted in advance of beginning revised operations. The City may suspend all progress payments if the Contractor fails to comply.

4.7 City Review Periods.

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

4.8 Governmental Authority Review Periods.

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

5.0 CONSTRUCTION PHASE

5.1 General.

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

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

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

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

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

5.4 Safety.

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

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

.a Employees and all other persons at the Site;

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

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

5.4.3 Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

5.4.5 If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

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

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

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

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

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

5.5 Substitutions.

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

5.6 Trade Contractors.

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

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

5.7 Separate Contractors.

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

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

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such

records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

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

7.0 INDEMNITY, BONDS

7.1 Indemnity.

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

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

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

7.2 Bonds.

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

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

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

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

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

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

8.0 INSURANCE

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

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor’s indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required

insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

8.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

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

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

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

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

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

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

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

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

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

8.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

9.0 CHANGE ORDERS

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

9.2 Change Orders. A Change Order is a duly authorized written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be duly authorized and in writing signed by City.

10.0 CERTIFICATIONS

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

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and
b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
c. does not have a proposed debarment pending; and
d. has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

e. 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
f. 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]

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

_____ _____
Mark Luer, President **(Date)**

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

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

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

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

_____ _____
Mark Luer, President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

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

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

11.2 City's Rights and Remedies Upon Default.

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

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

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

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

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

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

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

after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

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

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

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

11.2.6 Damages to City.

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

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

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

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this

Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

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

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

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

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

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

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

.c Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

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

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

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

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

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

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

11.5 Contractor's Rights and Remedies.

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

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

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

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

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all Work under this Contract (which for purposes of this section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or period of time specified elsewhere in this Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) following completion and the date of final acceptance of the Project, Contractor shall, within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year, commencing with the date of acceptance of such corrected Work. All warranties and guarantees of subcontractors,

suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This obligation shall survive completion or termination of the Contract.

12.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

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

12.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

12.5 Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

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

12.7 Interpretation. Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

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

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

appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

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

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

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

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

12.14 Waivers. A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

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

12.16 Entire Agreement. The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.17 Execution Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

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

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

with copies to:

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

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

All American Asphalt
400 East Sixth Street
Long Beach, California 90806
Attn: Mark Luer, President
(562) 599-5841
(562) 591-7485 - Fax

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

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

ALL AMERICAN ASPHALT
CONTRACTOR

Dated: _____ **By _____**
Mark Luer, President

CITY OF COMPTON

Approved by:

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

Approved as to form:

By _____ Dated: _____
Damon M. Brown, City Attorney

ATTEST:

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