

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

**COMPTON CITY COUNCIL
AGENDA
03/01/2022
5:30 PM**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

CITY MANAGER'S REPORT

1. LEGISLATION UPDATE REPORT - Caliph & Mel Assagai, California Policy Solutions

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE PROPERTY MAINTENANCE SERVICES AGREEMENT WITH NEW WEST LANDSCAPING AND INCREASE THE OPEN PURCHASE ORDER TO PROVIDE COMPENSATION FOR ADDITIONAL SERVICES RENDERED DURING FISCAL YEAR 2021-2022 (\$14,400)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A THREE (3) YEAR EMPLOYMENT AGREEMENT WITH THOMAS THOMAS TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON (\$221,000.00)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT SOFTWARE LICENSES COVERING A THIRTY SIX (36) MONTH TERM IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED AND EIGHTY-FOUR DOLLARS (\$214,984.00)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMERGENCY PLANNING CONSULTANTS (EPC) TO REVISE AND UPDATE THE CITY'S HAZARD MITIGATION PLAN (\$45,000) AND TO AMEND THE FISCAL YEAR 2021-2022 REVENUE BUDGET TO APPROPRIATE ANTICIPATED GRANT REVENUE OF THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY (\$33,750.00)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES (\$343,520)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03 (\$932,644.98)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 3/8/2022 @ 5:30 PM

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

March 1, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE PROPERTY MAINTENANCE SERVICES AGREEMENT WITH NEW WEST LANDSCAPING AND INCREASE THE OPEN PURCHASE ORDER TO PROVIDE COMPENSATION FOR ADDITIONAL SERVICES RENDERED DURING FISCAL YEAR 2021-2022 (\$14,400)

SUMMARY

Staff requests that the City Council of the City of Compton ("City") acting as Housing Successor Agency authorize the City Manager to enter into an amendment to the FY 2021-22 Property Maintenance Services agreement with New West Landscaping ("New West") to provide compensation for additional landscape maintenance services on Housing Successor Agency-owned properties rendered during Fiscal Year 2021-2022 and increase the current purchase order by the amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00).

BACKGROUND

The City acting as the Housing Successor Agency has provided landscaping services, property maintenance and management activities on Housing Successor Agency-owned parcels. The intent is to prepare the subject sites for future housing development while ensuring public safety and discouraging vandalism and illegal dumping on the Housing Successor Agency-owned parcels.

On May 19, 2021, an RFP was released by the City to solicit proposals for landscape and maintenance services. New West was determined to be the lowest most responsible bidder to the RFP for landscape and maintenance from a total of four proposals.

On September 7, 2021, the Council adopted Resolution 25,537, which authorized the City Manager to enter into a contract with New West Landscaping for property maintenance and landscaping services for Housing Successor Agency owned parcels in Fiscal Year 2021-22. The resolution authorized a purchase order in the amount of \$13,500 for Fiscal Year 2021-22. The executed contract authorized the City Manager to extend the contract for one fiscal year at his/her discretion.

STATEMENT OF ISSUE

Currently, New West provides bi-weekly service to Housing Successor Agency owned properties per its contract. The Property Maintenance Services Contract between New West and the City states in Section 1 "Services include but are not limited to abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated."

Unfortunately, due a significant amount of constant illegal dumping, vandalism and the rise in homeless encampments has been occurring on Housing Successor Agency-owned properties, staff recommends an increase to the maintenance schedule to once a week; in order to minimize and abate the large amount of illegal dumping of trash, debris, construction materials and other waste.

The proposed contract amendment for \$14,400 is more cost effective and efficient due to the fact the city receives on average 1-2 calls per week regarding illegal dumping which averages \$500-\$1,000 per call. Whereas, the amendment for these services will cover all calls related to the Housing Successor Agency properties. The original contract was awarded through an RFP process; as a result, the proposed additional services would only require an amendment to the original contract.

FISCAL IMPACT

This contract amendment will not impact the General Fund. The Housing Successor Agency FY 2021-2022 Budget has funds available in the amount of \$14,400 in account #1205-920-000-4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE PROPERTY MAINTENANCE SERVICES AGREEMENT WITH NEW WEST LANDSCAPING AND INCREASE THE OPEN PURCHASE ORDER TO PROVIDE COMPENSATION FOR ADDITIONAL SERVICES RENDERED DURING FISCAL YEAR 2021-2022 (\$14,400)

WHEREAS, the City of Compton acting as Housing Successor Agency provides landscaping services and property maintenance and management activities to prepare the City owned sites for future housing development while ensuring public safety and discouraging vandalism and illegal dumping on the Agency-owned parcels; and

WHEREAS, on May 19, 2021, an RFP was released by the City to solicit proposals for landscape and maintenance services. New West Landscaping ("New West") was determined to be the lowest most responsible bidder to the RFP for landscape and maintenance from a total of four proposals; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 25,537, which authorized the City Manager to enter into a contract with New West for property maintenance and landscaping services for Fiscal Year 2021-22 on Housing Successor Agency owned parcels; and

WHEREAS, Resolution 25,537 authorized a purchase order of \$13,500 for Fiscal Year 2021-22 and the executed contract authorized the Executive Director to extend the contract for one fiscal year at his/her discretion; and

WHEREAS, because of the increasing volume of illegal dumping, vandalism and the rise in homeless encampments that occurs on City-owned properties, staff recommends that New West increase its service to once weekly from bi-weekly to keep the properties free from trash, debris, construction materials and other waste.; and

WHEREAS, during the FY 2021-22 annual budget process, staff allocated \$13,500 for the landscape and maintenance services contract; and

WHEREAS, due a significant amount of constant illegal dumping, vandalism and the rise in homeless encampments has been occurring on Housing Successor Agency-owned properties, staff recommends an increase to the maintenance schedule to once a week; in order to minimize and abate the large amount of illegal dumping of trash, debris, construction materials and other waste; and

WHEREAS, the proposed contract amendment for \$14,400 is more cost effective and efficient due to the fact the city receives on average 1-2 calls per week regarding illegal dumping which averages \$500-\$1,000 per call; and

WHEREAS, the amendment for these services will cover all calls related to the Housing Successor Agency properties. The original contract was awarded through an RFP process; as a result, the proposed additional services would only require an amendment to the original contract.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into an amendment of the property maintenance services agreement with New West Landscaping to provide Fourteen Thousand Four Hundred Dollars (14,400.00) in compensation for services during Fiscal Year 2021-2022.

Resolution No. _____
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Section 2. That funds for this expenditure are available in the Housing Successor Agency's Fiscal Year 2021-2022 budget in Account No. 1205-920-000-4269.

Section 3. That the current purchase order is authorized to be increased by the amount of \$14,400.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Housing Successor Agency 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 _____, 2022.

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 Council signed by the Mayor and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2022.

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

**FIRST AMENDMENT TO
PROPERTY MAINTENANCE SERVICES AGREEMENT
BETWEEN
NEW WEST LANDSCAPING AND
THE CITY OF COMPTON**

This **FIRST AMENDMENT** to the Property Maintenance Services Agreement is made by and between **THE CITY OF COMPTON**, (hereinafter referred to as “**CITY**”) and **NEW WEST LANDSCAPING** (hereinafter referred to a “**CONTRACTOR**”).

RECITALS:

WHEREAS, on September 7, 2021, the City Council adopted Resolution No. 25,537, which authorized the City Manager to enter into a Property Maintenance Services Agreement with New West Landscaping for Fiscal Year 2021-22 to provide property maintenance and landscaping services on specified Housing Successor Agency-owned properties at a total compensation in the amount of \$13,500.00; and

WHEREAS, pursuant to the provisions of the Property Maintenance Services Agreement, New West Landscaping is to render services which include, but are not limited to: abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated on specified parcels on a bi-weekly basis; and

WHEREAS, due to the amount of illegal dumping and rise in homeless encampments that has occurred on vacant Housing Successor Agency-owned properties, the Contractor has been called upon to provide services on a weekly basis instead of on a bi-weekly basis; and

WHEREAS, the parties desire to amend the original Agreement with the Contractor to provide additional compensation in the amount of \$14,400.00 to provide those additional services contracted for during the 2021-2022 Fiscal Year; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2022, the City Council authorized the City Manager to amend the Property Maintenance Services Agreement with New West Landscaping to provide additional compensation in the amount of \$14,400.00 for services rendered during the 2021-2022 Fiscal Year.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree to amend the original Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 2 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to the Agreement during the 2021-2022 Fiscal Year by providing additional available compensation in the not-to-exceed amount of Fourteen **Thousand Four Hundred Dollars (\$14,400.00)**.

2. The parties agree to amend **Section 3 – Commencement of Services** of the original Agreement to revise the agreed compensation of \$13,500 to \$27,900.

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

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

First Amendment to Property Maintenance Services Agreement – New West Landscaping
Housing Successor Agency Properties/Resolution No. _____

NEW WEST LANDSCAPING/CONTRACTOR

Dated: _____

By _____
Keith Dickerson, Owner

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Ronerick D. Simpson, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

March 1, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING A THREE (3) YEAR EMPLOYMENT
AGREEMENT WITH THOMAS THOMAS TO SERVE AS CITY
MANAGER OF THE CITY OF COMPTON (\$221,000.00)**

SUMMARY

The City Council will consider adoption of a Resolution that will approve a three (3) year (i.e., March 14, 2022 through March 13, 2025) Employment Agreement with Thomas Thomas to serve as City Manager for the City of Compton.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

STATEMENT OF ISSUE

On February 15, 2022, the City Council met in closed session during a duly noticed City Council meeting and by a unanimous decision voted to appoint and offer employment to the position of City Manager of the City of Compton for a term of three (3) years to Thomas Thomas; which offer was accepted, effective as of March 14, 2022.

Mr. Thomas will bring many years of government experience, including over twenty-five (25) years of city/county management experience, including responsibilities in all phases of government operation and services.

At the request of the City Council, and in conformance with the directions provided, the professional firm of Ralph Andersen & Associates was employed to negotiate the contractual terms of the proposed Employment Agreement with Mr. Thomas. Adoption of the attached Resolution will approve the terms and conditions of the Employment Agreement between the City and Mr. Thomas.

The basic contractual terms of the Employment Agreement include the following:

- Term: March 14, 2022 through March 13, 2025.
- Compensation: \$18,416.66 monthly salary (based on maximum annual salary of \$221,000.00). Possible annual merit increase of not more than a cost-of-living adjustment.
- Use of City Vehicle or Monthly Auto Allowance of \$650.00.
- Use of City-owned/paid cellular phone or Monthly Allowance of \$100.00.
- Various Employee Benefits (e.g. CalPERS participation; vacation, sick and personal leave accrual; medical, dental, visual and life insurance coverage; education reimbursement).
- Severance compensation for early termination of employment by the City.

FISCAL IMPACT

The salary range for the position of City Manager is set at Two Hundred Twenty-One Thousand Dollars (\$221,000.00) in the 2021-2022 Fiscal Year budget. The salary rate for this position; which may be subject to an annual salary increase of not more than a cost-of-living adjustment, subject to the discretion of the City Council; for the remaining term of the Employment Agreement will be appropriated in future City budgets.

Compensation for the position of City Manager during the 2021-2022 Fiscal Year has been allocated within the City's 2021-2022 Fiscal Year budget in Account No. 1001-510-000-4101.

RECOMMENDATION

It is recommended that the City Council take action on the attached Resolution.

ERIC J. PERRODIN
CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A THREE (3) YEAR EMPLOYMENT AGREEMENT WITH
THOMAS THOMAS TO SERVE AS CITY MANAGER OF THE CITY OF
COMPTON (\$221,000.00)**

WHEREAS, Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton; and

WHEREAS, Section 705 of the Compton City Charter provides that the City Manager shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, Section 706 of the Compton City Charter confers upon the City Manager responsibility to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on February 15, 2022, the City Council, during a duly noticed City Council meeting, met in closed session and by a unanimous decision voted to appoint Thomas Thomas to the position of City Manager for a term of three (3) years, effective as of March 14, 2022; and

WHEREAS, the City Council tendered an offer of employment to Thomas Thomas as City Manager of the City of Compton; which offer of employment was accepted; and desire to enter into an employment agreement with Thomas Thomas setting forth certain terms and conditions of his employment as City Manager of the City of Compton; and

WHEREAS, the professional firm of Ralph Andersen & Associates; contracted for providing professional services for this matter; and the City Attorney's Office have completed the negotiations of the contractual terms of the City Manager's Employment Agreement and is now presenting the attached Employment Agreement for City Council action.

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

Section 1. That the City Council of the City of Compton hereby approves the attached Employment Agreement between the City of Compton and Thomas Thomas, confirming appointment and employment of Thomas Thomas to serve as City Manager for the City of Compton for a term effective March 14, 2022 through March 13, 2025.

Section 2. That the monthly salary payable to Thomas Thomas during the term of his services as City Manager of the City of Compton shall be Eighteen Thousand, Four Hundred Sixteen Dollars and Sixty-Six Cents (\$18,416.66), unless the provisions of the Employment Agreement are amended by the affirmative vote of at least three (3) members of the City Council.

Section 3. That the funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2021-2022 budget in Account No. 1001-510-000-4101. Funding for the remainder of the term of the Employment Agreement shall be allocated in future City budgets.

Section 4. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

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

ADOPTED this _____ day of _____, 2022.

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 the regular meeting thereof held on the _____ day of _____, 2022.

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

**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
THOMAS THOMAS**

[Position: City Manager]

This Employment Agreement is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and Thomas Thomas (hereinafter "Thomas" and/or "City Manager"). The City Council, City and Thomas are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, the City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience and pursuant to Section 706 of the Compton City Charter is responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Charter; and

WHEREAS, the Parties wish to have Thomas perform the services of City Manager, an Unclassified Service position which requires specialized skills and expert professional or technical services, for a definite period of time, unless this Agreement is otherwise terminated prior thereto; and

WHEREAS, on February 15, 2022, the Council, during a duly noticed City Council meeting, met in closed session and unanimously voted to appoint Thomas to the position of City Manager of the City of Compton; and

WHEREAS, it is the desire of the City Council to establish the terms and conditions of Thomas' services to the City through this Agreement; and

WHEREAS, on March __, 2022, the Council adopted Resolution No. _____, which approved this Employment Agreement between the City and Thomas for the position of City Manager of the City.

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

Section 1. Employment and Term of Service

1.1 Employment. It is understood and agreed between the Parties that the Council hereby agrees to employ Thomas in the Unclassified Service position of City Manager of the City of Compton and Thomas hereby accepts such employment.

1.2 Term of Service.

a. The term of this Employment Agreement shall begin on March 14, 2022, and shall end on March 13, 2025, unless extended in writing by mutual agreement of the Parties.

b. Thomas agrees that he shall not accept any other employment during the term of this Agreement without the express written prior consent of the City Council. In consideration of the agreed term and the other provisions of this Agreement, the Parties mutually agree to waive Compton Municipal Code Section 2-2.9 (Limitation on Removal) in all circumstances where it may otherwise apply, if any.

1.3 City Manager's Commitments.

a. Duties and Authority.

(1) The City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City, excepting such matters for which elective officers are made responsible by the Compton City Charter.

(2) The City Manager shall perform all of the duties of the City Manager as set forth in the Compton City Charter, the Compton Municipal Code and City policies and procedures approved by the City Council, as may be provided from time to time. The City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.

(3) The City Council may also designate the City Manager as the chief executive officer of other City-related legal entities. Such other legal entities could include, but not be limited to financing authorities and joint powers authorities.

b. Hours of Work.

(1) The City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times, and shall be available for attendance at City Council and other meetings as necessary. The City Manager shall be permitted such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business.

(2) Thomas agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

c. **Ownership of Materials.** Thomas understands and agrees that all data, studies, reports and other documents prepared by or on his behalf while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or on his behalf or provided to him in connection with the performance of this Agreement shall be held confidential by Thomas

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior consent of a majority of the City Council, be used by Thomas for any purposes other than the performance of his duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law, any governmental agency, subpoena or an order issued by a court of competent jurisdiction.

d. Disability or Inability to Perform. In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than two (2) months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive severance benefits provided in **Section 3 below**.

1.4 City Council Commitments.

a. The City Council sets policy for the governance and administration of the City and it implements its policies through the City Manager.

b. The City Council commits to spending time, the frequency of which shall be determined by the City Council in its discretion, to work with the City Manager and staff on setting goals and priorities for the City government.

c. In accordance with applicable provisions of the Compton City Charter, the Compton Municipal Code and City policies and procedures, except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

Section 2. Compensation and Reimbursement

The City agrees to provide the following compensation and reimbursements to the City Manager during the term of this Employment Agreement:

2.1 Compensation. It is agreed that for the services to be rendered by Thomas pursuant to this Agreement, effective as of March 14, 2022, Thomas shall receive a monthly salary in the amount of **Eighteen Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents (\$18,416.66)**, paid at the same intervals and in the same manner as regular City employees for the term of this Employment Agreement. Thomas shall be compensated on a pro-rata bases for any partial month he serves as City Manager. It is understood that the maximum salary payable per year of services rendered by Thomas, exclusive of other benefits specified within this Employment Agreement, shall not exceed **Two Hundred Twenty One Thousand Dollars (\$221,000.00)**. An annual salary increase of not more than a cost-of-living adjustment may be considered by the City Council if the City's financial position makes such an increase feasible and is approved by the affirmative vote of at three (3) members of the City Council.

2.2 Required Employer Costs.

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

a. Federal Insurance Contributions Act (FICA), if applicable, to the same extent provided other City employees.

b. Unemployment Compensation to the same extent provided other City employees.

c. California Public Employees Retirement System (CalPERS).

The City contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. The City shall be responsible to pay the Employer's (as determined by CalPERS) share for participation in the CalPERS System. The Employee (Thomas) shall be responsible at least fifty percent (50%) of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater. Employee shall be enrolled in the 2.0% at 62 retirement formula. (The Parties to this Employment Agreement have determined that Thomas is a "New Member" upon review and interpretation of the City of Compton's Miscellaneous Employee's Memorandum of Agreement and California Government Code Section 7522.04(f) definition of "New Member.").

d. The cost of any fidelity or other bonds required by law for the City Manager.

e. Workers' Compensation to the same extent provided other employees of the City.

2.3 Benefits.

a. **Leave Allowances.** During the term of this Employment Agreement, Thomas shall be entitled to accrue and use the following types of leave:

(1) Accumulate Personal Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. Personal leave days accrued may not be carried over and must be used no later than the conclusion of each calendar year (i.e. December 31st), unless changed by City Council resolution.

(2) City holidays designated pursuant to Council resolution each fiscal year. City holidays that are designated as floating holidays may not be carried over and must be used no later than the conclusion of each fiscal year (i.e. June 30th), unless changed by City Council resolution.

(3) Accumulate Vacation Leave days at the rate of 15 hours per month for a maximum of 180 hours per year of employment. After at least one (1) year of continuous service as City Manager, Thomas shall be entitled to cash out up to eighty (80) hours of accrued, but unused vacation hours per calendar year thereafter.

(4) Accumulate Sick Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. There shall be no limit on the number of sick leave hours that Thomas may accumulate.

b. Health Benefits.

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

During the term of this Employment Agreement, Thomas shall be entitled to receive the same health coverage and benefits (i.e. medical, vision, dental insurance coverage) as the Chief Executive Management Employees in the City service.

c. Automobile Allowance.

During the term of this Employment Agreement, Thomas shall have at all times during his employment as City Manager with the City, exclusive use for work-related and incidental personal activities, an automobile provided to him by the City. City shall pay all liability, property damage and comprehensive insurance coverage and for the purchase, operation (including all fuels and lubricants), maintenance, repair and regular replacement of said automobile while Thomas is employed as City Manager. Alternatively, Thomas may elect to receive an automobile allowance of no less than \$650 per month. Thomas shall not be entitled to both the use of a City-provided automobile and an automobile allowance.

d. Cellular Phone Allowance.

During the term of this Employment Agreement, Thomas shall be entitled to receive a cellular phone allowance of \$100.00 per month or a City-provided and paid cellular phone, including the cost of monthly billing charges. Thomas shall not be entitled to both a cellular phone allowance and provision of a City-provided and paid cellular phone.

e. Education Reimbursement

During the term of this Employment Agreement, Thomas shall be entitled to receive the same educational reimbursement benefits as the Chief Executive Management Employees in the City service.

f. Life Insurance.

During the term of this Employment Agreement, the City shall pay, on behalf of Thomas, life insurance coverage with a principal amount of \$100,000 and a conversion privilege.

2.4 During the term of this Employment Agreement, Thomas may participate in all appropriate local, state and national professional organizations, seminars, conferences and professional development courses that are reasonable and beneficial to the City. City shall pay for all reasonable associated expenses necessary for said participation.

2.5 Reimbursement for Legal Actions.

Thomas shall be fully compensated and reimbursed pursuant to Section 2.1, above, for time spent and costs incurred while representing the City in any legal action during or after the term of this Agreement.

2.6 Moving and Relocation Expense.

The City is providing in its offer of employment a moving and relocation lump-sum payment in an amount not-to-exceed Thirteen Thousand Dollars (\$13,000) to Thomas. This amount will be paid to Thomas with his paycheck on the first applicable pay period.

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

Thomas agrees to reimburse the City if he voluntarily terminates his employment prior to the completion of two (2) years of service according to the following rates and schedule:

100% if employed for less than 6 months;

75% if employed for 6 months, but less than 12 months;

50% if employed for 12 months, but less than 18 months;

25% if employed 18 months, but less than 24 months.

Thomas also acknowledges that this payment provided for non-deductible moving and relocation expenses and will be included in his gross income as wages and subject to withholding of all applicable taxes.

I hereby certify my acceptance of the payback rates and schedule listed above and agree to reimburse the City in the event of my voluntary termination prior to the completion of two (2) years of service. I understand that my employment with the City is considered at-will, meaning that either the City or I may terminate this employment relationship at any time with or without cause, subject to any notice requirements as provided for in this agreement.

Thomas Thomas, City Manager

Date

Section 3. Termination or Separation

3.1 Termination. The Council may terminate Thomas's services with or without cause, *and without right of advance notice, hearing or appeal*, by motion of the Council adopted by at least three affirmative votes pursuant to section 703 of the Compton City Charter, at any time during the term of this Employment Agreement.

a. In the event that Thomas is terminated without cause by the Council prior to the expiration of this Employment Agreement, he shall be entitled to receive severance compensation as follows:

(1) If terminated within the first twelve (12) months of this Employment Agreement, Thomas shall be entitled to receive severance compensation equal to twelve (12) month's salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Thomas's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

(2) If terminated within any time after the first twelve (12) month of this Employment Agreement, Thomas shall be entitled to receive severance compensation equal to six (6) month's salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Thomas's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

(3) If terminated at any time during the term of this Employment Agreement due to his committing of any act of misfeasance or malfeasance, or due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

3.2 Voluntary Separation. Thomas may terminate this Agreement at any time with or without cause, provided however, that he shall reasonably provide the City Council with at least ninety (90) days advance written notice prior to the effective date of the termination, if practicable, unless the Parties mutually agree in writing to a shorter period.

3.3 Transfer of Responsibilities. After Notice of Voluntary Separation or Termination, Thomas shall cooperate with the City, as requested by the City, to effect a transition of City Manager responsibilities and duties and ensure that the City is aware of all matters being handled by Thomas.

Section 4. Assembly Bill 1344 Provisions

4.1 The Parties agree to fully comply with the California Government Code sections that are part of AB 1344 (Government Code Section 53243), made effective January 1, 2012, and to fully comply with other applicable law as it exists as of the date of execution of this Agreement and as it may be amended from time to time thereafter.

4.2 AB 1344 generally provides limits on local agency employee reimbursement requirements. These provisions are included in the following California Government Code sections, which are hereby incorporated into the terms of this Agreement:

(a) Section 53243. Reimbursement of paid leave salary. The City shall be fully reimbursed any paid leave salary paid to the City Manager pending an investigation if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

(b) Section 53243.1. Reimbursement of legal criminal defense funds. The City shall be fully reimbursed any funds provided for the legal defense of the City Manager if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

(c) Section 53243.2. Reimbursement of cash settlement. The City shall be fully reimbursed any cash settlement related to the termination of the City Manager if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

(d) Section 53243.3. Reimbursement of non-contractual payments. If, in the absence of a contractual obligation, the City provides payments described above, the City shall be fully reimbursed any such payments if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

Thomas has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Thomas, including that Thomas

Employment Agreement – Thomas Thomas
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[Resolution No.]

agrees that any cash settlement related to the termination that Thomas may receive from the City shall be fully reimbursed to the City if Thomas is convicted of a crime involving an abuse of his office or position.

4.3 AB 1344 also includes California Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for the City or through the Agreement or any amendment thereto to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Section 3511.2. Government Code, Section 3511.2 is hereby incorporated into the terms of this Agreement.

Section 5. General Provisions

5.1 Amendments. This Employment Agreement may be amended in writing, signed by Thomas, the majority of the Council and “Approved As To Form” by the City Attorney.

5.2 Conflict of Interest.

a. The City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political associations.

b. The City Manager shall also comply with the conflict of interest provisions of the California Government Code and any Conflict of Interest Code applicable to the City Manager’s City employment.

c. The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, during employment and at the time of separation from the position.

5.3 Indemnification. In accordance with and to the extent provided by California’s Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Thomas against and for all losses sustained by Thomas in direct consequences of the discharge of the City Manager’s duties on the City’s behalf for the period of the City Manager’s employment. This section shall not apply and the City shall not be obligated to indemnify or represent Thomas in any legal matters if the City Council determines that the defense of the action or proceeding by the City would create a conflict of interest between the City and Thomas; or for acts or failure to act because of fraud, corruption or actual malice without entering into a reimbursement agreement with the City approved by the City Council in a form approved by the City Attorney. If the City Council or court of competent jurisdiction determines that Thomas committed actual fraud, corruption or actual malice, then the City shall not provide for the defense of such legal action and Thomas shall reimburse the City all costs plus interest to the City in providing such defense. This section shall also apply to any intentional tort or crime committed by Thomas, to any action outside the course and scope of the services provided by Thomas under this Agreement, or any other intentional or malicious conduct or gross negligence of Thomas.

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

5.4 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

5.5 Entire Agreement. The terms and conditions of this Agreement represent the entire understanding between the City and Thomas regarding Thomas's employment as the City Manager, and all preliminary negotiations and agreements are deemed a part hereof. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

5.6 Independence of Parties. Each party hereto has had the opportunity to receive independent legal advice with respect to the contents and advisability of making this Employment Agreement and executes this Agreement after having the opportunity to consult with legal counsel.

No provision of this Employment Agreement shall be interpreted for or against any party because that party or his/its legal representative drafted the provisions. This Agreement shall be deemed to have been drafted by all parties hereto. Each party hereto expressly covenants that the terms of this Employment Agreement are fair and have been freely negotiated by and between each of the parties.

5.7 Arbitration of Salary Dispute. Should a dispute arise between the parties hereto specifically concerning the amount of salary or period for which salary is to be paid, the parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator. Each party hereto shall bear one-half of the costs of the arbitration, except each party shall bear their own costs for legal representation and witness fees. The parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of Thomas's employment as City Manager, not specifically referenced herein, shall not be subject to the provisions of this section.

5.8 Severability. If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

5.9 Jurisdiction and Venue. This Employment Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles County, California.

5.10 Notice. Any notice, amendments or additions to this Employment Agreement, including change of address during the term of this Agreement, which the City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

If to the City:

City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

With copy to:

City Attorney
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

If to the City Manager:

Thomas Thomas, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
[or other address provided in writing to the
City Clerk and City Attorney]

6.0 Effective Date. This Employment Agreement shall become effective March 14, 2022, on approval of the City Council and signed by a majority of the City Council members, Thomas, the City Clerk and the City Attorney.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement.

Thomas Thomas

Dated: _____

City of Compton
A Municipal Corporation

Dated: _____

Emma Sharif, Mayor

Dated: _____

Michelle Chambers, Council Member
First Council District

Dated: _____

Isaac Galvan, Council Member
Second Council District

Employment Agreement – Thomas Thomas
City Manager Position – Effective 03/14/22 – 03/13/25
[Resolution No.]

Dated: _____

Jonathan Bowers, Council Member
Third Council District

Dated: _____

Lillie Darden, Council Member
Fourth Council District

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

February 22, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT SOFTWARE LICENSES COVERING A THIRTY SIX (36) MONTH TERM IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED AND EIGHTY-FOUR DOLLARS (\$214,984.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the proposal of Insight Public Sector, Inc. ("Insight"), create a purchase order in an amount not to exceed Seventy One Thousand Six Hundred and Sixty-Two dollars (\$71,662.00) per fiscal year and execute any supporting documents for the purchase of Microsoft Corporation Software Licenses.

BACKGROUND

The Internal Services Department oversees purchasing and maintaining software licenses to support the City's computer network. The Microsoft Windows Software License is one of the main licenses needed to sustain the network since the system (servers, desktops, software, etc.) is a Windows-based platform. The current licenses were purchased through an agreement with SHI International, Inc. under Resolution No. 25,503 during the June 22, 2021, City Council Meeting. The current agreement has a one-year term, and the licenses are set to expire at the end of February 2022.

In anticipation of the renewal, staff conducted a thorough assessment of the current and future needs of the City's licensing needs and has ascertained that three hundred (300) license renewals are needed to maintain the computer network. Software licenses are not issued directly through Microsoft, Inc., but through authorized retailers that supply technical support as well as the licenses.

STATEMENT OF ISSUE

The Internal Services Department solicited proposals for the purchase of Microsoft Corporation Software Licenses. The following proposals were received:

<u>COMPANIES</u>	<u>PROPOSAL AMOUNT</u>	<u>ANNUAL AMOUNT</u>
Insight Public Sector Inc.	\$214,983.39	\$71,662.00
Crayon	\$222,351.15	\$74,118.00
SHI International Corporation	\$231,956.43	\$77,319.00

Staff has reviewed the proposals and determined that Insight Public Sector, Inc. provided the best proposal for licensing at \$214,984.00, or \$71,662.00 annually.

The proposals are based on a three-year term and will span from March 2022 through February 2025. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to issue a purchase order for the next three fiscal years in an amount not to exceed \$71,662.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds for this expenditure are available in the 2021-2022 Fiscal Year budget of the Internal Services Department in Account No. 1001-620-IT0-4222 (\$71,662) and will be budgeted the 2022-2023 and 2023-2024 Fiscal Year Budgets.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Resolution.

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE
ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT
SOFTWARE LICENSES COVERING A THIRTY SIX (36) MONTH TERM
IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN
THOUSAND NINE HUNDRED AND EIGHTY-FOUR DOLLARS
(\$214,984.00)**

WHEREAS, the Internal Services Department recommends purchase of Microsoft Corporation Software Licenses that are used for City network infrastructure as it is a Windows-based platform; and

WHEREAS, the current set of licenses were purchased through SHI International, Inc. via Resolution No. 25,503 during the June 22, 2021 Council Meeting and set to expire at the end of February 2022 and need to be renewed to remain in compliance with Microsoft Corporation regulations; and

WHEREAS, the cost to bring the City in compliance with Microsoft is \$214,983.39, or \$71,662 per year. The City will pay Insight Public Sector, Inc., a direct distributor for Microsoft Corporation \$71,662, this current fiscal year, to bring the City current with all Microsoft Software Licenses. These licenses will be valid from March 1st, 2022 to February 28, 2025; and

WHEREAS, The Internal Services Department solicited proposals for the purchase of Microsoft Corporation Software Licenses. The following three proposals were received:

<u>COMPANIES</u>	<u>PROPOSAL AMOUNT</u>	<u>ANNUAL AMOUNT</u>
Insight Public Sector Inc.	\$214,983.39	\$71,662.00
Crayon	\$222,351.15	\$74,118.00
SHI International Corporation	\$231,956.43	\$77,319.0

WHEREAS, Staff has reviewed the proposals and has determined that Insight Public Sector, Inc. provided the best proposal in the amount of \$214,983.39; and

WHEREAS, resolution number 25,001 dated April 23, 2019 states a purchase order in amount greater than \$25,000.00 must be submitted to the City Council by resolution for approval.

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

Section 1. That the proposal for INSIGHT Public Sector INC. in the amount of Two Hundred and Fourteen Thousand Nine Hundred and Eighty-Three Dollars and Thirty-Nine Cents (\$214,983.39), for purchase of Microsoft Software Licenses is hereby accepted and all other proposals are rejected.

Section 2. That the City Manager is authorized to issue a purchase order to Insight Public Sector, Inc. in the amount not to exceed \$71,662.00 per fiscal year.

Section 3. That funds for these expenditures are available in the Fiscal Year 2021-2022 Budget in Account No. 1001-620-IT0-4222. Funding for the remaining years will be allocated in future City budgets.

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

RESOLUTION NO. _____
Page 2

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2022.

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



Customer
1/7/2021 City of Compton

Quoted by:
Crayon Software Experts LLC
12221 Merit Drive, Suite 800
Dallas, TX 75251
Mistye DuBose
sied.us@crayon.com

Budgetary EA Quote

Part Number	Year 1	Description	Qty	Annual Net Unit Price	Extended Amount
269-12442	OfficeProPlus ALING SA MVL Pltfrm		300	\$ 108.38	\$ 32,514.00
KV3-00353	WINENTperDVC ALING SA MVL Pltfrm		300	\$ 48.13	\$ 14,439.00
W06-01072	CoreCAL ALING SA MVL Pltfrm UsrCAL		300	\$ 46.83	\$ 14,049.00
PGI-00270	ExchgEntCALsRvcsforEnt ALING SubSVL MVL PerUsr		300	\$ 24.88	\$ 7,464.00
6KV-00007	ExchgEntCALsRvcsforEnt ALING SubSVL MVL PerUsr		300	\$ -	\$ -
395-02504	ExchgSvrEnt ALING SA MVL		2	\$ 753.47	\$ 1,506.94
359-00961	SQLCAL ALING SA MVL UsrCAL		50	\$ 33.73	\$ 1,686.50
228-04433	SQLSvrStd ALING SA MVL		1	\$ 145.01	\$ 145.01
9EA-00278	WinSvrDCCore ALING SA MVL 2Lic CoreLic		10	\$ 130.86	\$ 1,308.60
9EM-00270	WinSvrSTDCore ALING SA MVL 2Lic CoreLic		50	\$ 20.08	\$ 1,004.00
	Total Year 1 Payment			\$ 74,117.05	
Part Number	Year 2	Description	Qty	Annual Net Unit Price	Extended Amount
269-12442	OfficeProPlus ALING SA MVL Pltfrm		300	\$ 108.38	\$ 32,514.00
KV3-00353	WINENTperDVC ALING SA MVL Pltfrm		300	\$ 48.13	\$ 14,439.00
W06-01072	CoreCAL ALING SA MVL Pltfrm UsrCAL		300	\$ 46.83	\$ 14,049.00
PGI-00270	ExchgEntCAL ALING SA MVL UsrCAL wSrvcs		300	\$ 24.88	\$ 7,464.00
6KV-00007	ExchgEntCALsRvcsforEnt ALING SubSVL MVL PerUsr		300	\$ -	\$ -
395-02504	ExchgSvrEnt ALING SA MVL		2	\$ 753.47	\$ 1,506.94
359-00961	SQLCAL ALING SA MVL UsrCAL		50	\$ 33.73	\$ 1,686.50
228-04433	SQLSvrStd ALING SA MVL		1	\$ 145.01	\$ 145.01
9EA-00278	WinSvrDCCore ALING SA MVL 2Lic CoreLic		10	\$ 130.86	\$ 1,308.60
9EM-00270	WinSvrSTDCore ALING SA MVL 2Lic CoreLic		50	\$ 20.08	\$ 1,004.00
	Total Year 2 Payment			\$ 74,117.05	
Part Number	Year 3	Description	Qty	Annual Net Unit Price	Extended Amount
269-12442	OfficeProPlus ALING SA MVL Pltfrm		300	\$ 108.38	\$ 32,514.00
KV3-00353	WINENTperDVC ALING SA MVL Pltfrm		300	\$ 48.13	\$ 14,439.00
W06-01072	CoreCAL ALING SA MVL Pltfrm UsrCAL		300	\$ 46.83	\$ 14,049.00
PGI-00270	ExchgEntCAL ALING SA MVL UsrCAL wSrvcs		300	\$ 24.88	\$ 7,464.00
6KV-00007	ExchgEntCALsRvcsforEnt ALING SubSVL MVL PerUsr		300	\$ -	\$ -
395-02504	ExchgSvrEnt ALING SA MVL		2	\$ 753.47	\$ 1,506.94
359-00961	SQLCAL ALING SA MVL UsrCAL		50	\$ 33.73	\$ 1,686.50
228-04433	SQLSvrStd ALING SA MVL		1	\$ 145.01	\$ 145.01
9EA-00278	WinSvrDCCore ALING SA MVL 2Lic CoreLic		10	\$ 130.86	\$ 1,308.60
9EM-00270	WinSvrSTDCore ALING SA MVL 2Lic CoreLic		50	\$ 20.08	\$ 1,004.00
	Total Year 3 Payment			\$ 74,117.05	
	Total Years 1-3 Payment			\$ 222,351.15	



Pricing Proposal
Quotation #: 21442947
Created On: 1/6/2022
Valid Until: 1/31/2022

City of Compton

Louis Mendoza

205 South Willobrook
Compton, CA 90220
United States
Phone:
Fax:
Email: lmendoza@comptoncity.org

Inside Account Executive

Michael Klotz

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7670
Fax: 732-652-3099
Email: Michael_Klotz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	300	\$111.91	\$33,573.00
2 WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	300	\$49.70	\$14,910.00
3 CoreCAL ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: W06-01072 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	300	\$49.96	\$14,988.00
4 ExchgEntCAL ALNG SA MVL UsrCAL wSrvcs Microsoft - Part#: PGI-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	300	\$26.35	\$7,905.00
5 ExchgEntCALSrvcsforEnt ALNG SubsVL MVL PerUsr Microsoft - Part#: 6KV-00007 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	300	\$0.00	\$0.00
6 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504	2	\$782.22	\$1,564.44

Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 3/1/2022 – 2/28/2023
Note: YEAR 1 OF 3, PAID ANNUALLY

7	SQLCAL ALNG SA MVL UstrCAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	50	\$36.65	\$1,832.50
8	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	1	\$157.57	\$157.57
9	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	10	\$135.13	\$1,351.30
10	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 1 OF 3, PAID ANNUALLY	50	\$20.74	\$1,037.00
11	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	300	\$111.91	\$33,573.00
12	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	300	\$49.70	\$14,910.00
13	CoreCAL ALNG SA MVL Pltfrm UstrCAL Microsoft - Part#: W06-01072 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	300	\$49.96	\$14,988.00
14	ExchgEntCAL ALNG SA MVL UstrCAL wSrvcs Microsoft - Part#: PGI-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	300	\$26.35	\$7,905.00
15	ExchgEntCALSrvcsforEnt ALNG SubsVL MVL PerUstr	300	\$0.00	\$0.00

Microsoft - Part#: 6KV-00007
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 3/1/2022 – 2/28/2023
Note: YEAR 2 OF 3, PAID ANNUALLY

16	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	2	\$782.22	\$1,564.44
17	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	50	\$36.65	\$1,832.50
18	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	1	\$157.57	\$157.57
19	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	10	\$135.13	\$1,351.30
20	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 2 OF 3, PAID ANNUALLY	50	\$20.74	\$1,037.00
21	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	300	\$111.91	\$33,573.00
22	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	300	\$49.70	\$14,910.00
23	CoreCAL ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: W06-01072 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	300	\$49.96	\$14,988.00

24	ExchgEntCAL ALNG SA MVL UsrCAL wSrvcs Microsoft - Part#: PGI-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	300	\$26.35	\$7,905.00
25	ExchgEntCALSrvcsforEnt ALNG SubsVL MVL PerUsr Microsoft - Part#: 6KV-00007 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	300	\$0.00	\$0.00
26	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	2	\$782.22	\$1,564.44
27	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	50	\$36.65	\$1,832.50
28	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	1	\$157.57	\$157.57
29	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	10	\$135.13	\$1,351.30
30	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 3/1/2022 – 2/28/2023 Note: YEAR 3 OF 3, PAID ANNUALLY	50	\$20.74	\$1,037.00
			Total	\$231,956.43

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under

that applicable line item.



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

61058098

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.
- For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Compton
Contact name* First Garry Last Francis
Contact email address* garry.francis@comptoncity.org
Street address* 205 South Willowbrook Ave.
City* Compton
State/Province* CA
Postal code* 90220-3134-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 310-605-5507
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Louis Last Mendoza

Contact email address* lmendoza@comptoncity.org

Street address* 205 South Willowbrook Ave.

City* Compton

State/Province* CA

Postal code* 90220-3134-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 310-605-5503

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Louis Last Mendoza

Contact email address* lmendoza@comptoncity.org

Phone* 310-605-5503

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Public Sector

Street address (PO boxes will not be accepted)* 731072

City* Dallas

State/Province* TX

Postal code* 75373

Country* United States

Contact name* Marty Mallari

Phone* 310 994 7311

Contact email address* marty.mallari@insight.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

March 1, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMERGENCY PLANNING CONSULTANTS (EPC) TO REVISE AND UPDATE THE CITY'S HAZARD MITIGATION PLAN (\$45,000) AND TO AMEND THE FISCAL YEAR 2021-2022 REVENUE BUDGET TO APPROPRIATE ANTICIPATED GRANT REVENUE OF THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$33,750.00)

SUMMARY

The attached Resolution authorizes the City Manager to enter into an agreement with Emergency Planning Consultants to revise and update the City's Natural Hazard Mitigation Plan.

BACKGROUND

Hazard mitigation planning reduces loss of life and property by minimizing the impact of disasters. It begins with state, tribal and local governments identifying natural disaster risks and vulnerabilities that are common in their area. After identifying these risks, long-term strategies are developed for protecting people and property from similar events. Mitigation plans are key to breaking the cycle of disaster damage and reconstruction.

Pursuant to the Disaster Mitigation act of 2000, local government agencies must adopt a Hazard Mitigation Plan and update it every five years to remain eligible for various pre-and-post disaster grants and community assistance from the Federal Emergency Management Agency (FEMA). The City adopted a Natural Hazard Mitigation Plan and updated the Plan on December 13, 2011. The Plan has since expired on April 11, 2016, and needs to be updated as soon as possible. Failure to do so may have a detrimental financial impact on the City.

The Compton Fire Department submitted a grant proposal to California Operations Emergency Services (Cal OES) to receive a reimbursement for Seventy-Five (75%) percent of the cost for the update and completion of the City's Hazard Mitigation Plan; the proposal was approved December 19, 2019.

STATEMENT OF THE ISSUE

On November 18, 2020, Staff published a Request for Proposals (RFP) to solicit formal bids and received the following quotes: IEM (\$33,710.71); Emergency Planning Consultants (\$45,000.00); Interwest Consulting Group (\$45,000.00); AARC Consultants, LLC (\$61,895.00); and CMTS, LLC (\$44,640.00).

Earlier this year, staff reached out to the above vendors and asked if the proposals submitted and opened on January 14, 2021 were still valid due to the time delay for the completion of the selection process along with completing the staff report and resolution. To wit: Emergency Planning Consultants (\$45,000.00) and AARC Consultants, LLC (\$61,895.00) have confirmed to be the same. The remaining three (3) vendors, IEM (\$33,710.71), Interwest Consulting Group (\$45,000.00) and CMTS, LLC (\$44,640.00), informed us that the proposals submitted would need to be amended and are no longer valid. These vendors also indicated that their respective amended proposals would be higher than their initial proposals.

After reviewing all of the proposals, staff has determined that Emergency Planning Consultants (EPC) was the lowest and most responsible bidder and that the needs of the Department would best be met by contracting with Emergency Planning Consultants (EPC). EPC has done extensive work with writing FEMA-approved Hazard Mitigation Plans in Southern California; including 16 out of 25 cities in Area E. EPC also successfully facilitated the City's prior and existing Natural Hazard Mitigation Plans and already has the knowledge about our organizational features and characteristics of Compton.

City Council approval is needed because the expenditure is in excess of \$5,000.00 Dollars.

FINANCIAL IMPACT

The total cost for this update is Forty-Five Thousand Dollars (\$45,000.00). Funds for this expenditure is available in the 2021-2022 Fiscal Year budget in Account No. 1001-690-000-4269.

Once completed, the City will be reimbursed Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00) and will be deposited under "Other State Grants" in Account No. 1001-000-0000-3569, which we would like to request an appropriation to amend the Revenue Budget for this account in the FY 2021-2022 Budget. The City's portion of 25% of the cost is Eleven Thousand Two-Hundred Fifty Dollars and Zero Cents (\$11,250.00). These funds are available in the 2021-2022 Fiscal Year budget in Account No. 1001-690-000-4269.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMERGENCY PLANNING CONSULTANTS (EPC) TO REVISE AND UPDATE THE CITY'S HAZARD MITIGATION PLAN (\$45,000) AND TO AMEND THE FISCAL YEAR 2021-2022 REVENUE BUDGET TO APPROPRIATE ANTICIPATED GRANT REVENUE OF THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$33,750.00)

WHEREAS, prior to November 1, 2004, every state, county, city and special district must submit a Natural Hazard Mitigation Plan to prevent the consequences of and plan for natural disasters as mandated in the Disaster Mitigation Act of 2000 (DMA 2000); and

WHEREAS, the City of Compton's Natural Hazard Mitigation Plan was completed in 2011, and Local Multi-Hazard Mitigation Planning Guidance §201.6(c)(4)(i) requires that all Hazard Mitigation Plans be reviewed and updated every five years; and

WHEREAS, any affected jurisdiction that fails to meet this requirement runs the risk of not being properly reimbursed for natural disasters by FEMA; and

WHEREAS, in an effort to ensure that the City's Natural Hazard Mitigation Plan update is completed in an expeditious manner and results in a document that is acceptable to State and Federal officials, staff has determined that the hiring of a consultant would be preferable; and

WHEREAS, on November 18, 2020, Staff published a Request for Proposals (RFP) to solicit formal bids and received the following quotes: IEM (\$33,710.71); Emergency Planning Consultants (\$45,000.00); Interwest Consulting Group (\$45,000.00); AARC Consultants, LLC (\$61,895.00); and CMTS, LLC (\$44,640.00); and

WHEREAS, earlier this year, staff reached out to the above vendors and asked if the proposals submitted and opened on January 14, 2021 were still valid due to the time delay for the completion of the selection process along with completing the staff report and resolution. To wit: Emergency Planning Consultants (\$45,000.00) and AARC Consultants, LLC (\$61,895.00) have confirmed to be the same. The remaining three (3) vendors, IEM (\$33,710.71), Interwest Consulting Group (\$45,000.00) and CMTS, LLC (\$44,640.00), informed us that the proposals submitted would need to be amended and are no longer valid; and

WHEREAS, after reviewing all of the proposals, staff has determined that Emergency Planning Consultants (EPC) was the lowest and most responsible bidder and that the needs of the Department would best be met by contracting with Emergency Planning Consultants (EPC); and

WHEREAS, EPC has done extensive work with writing FEMA-approved Hazard Mitigation Plans in Southern California; including 16 out of 25 cities in Area E. EPC also successfully facilitated the City's prior and existing Natural Hazard Mitigation Plans and already has the knowledge about our organizational features and characteristics of Compton; and

WHEREAS, staff has recommended that the City enter a contract with Emergency Planning Consultants (EPC) to revise and update the City's Hazard Mitigation Plan at a cost of Forty-Five Thousand Dollars (\$45,000); and

WHEREAS, staff was awarded a grant from Cal OES that would pay Seventy-Five Percent (75%) of the fees in the amount of Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00), once it is completed; and

WHEREAS, funds in the amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) will be available for this expenditure in Account No. 1001-690-000-4269.

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

SECTION 1. That the City Manager is authorized to enter into a contract with and issue a purchase order in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) to Emergency Planning Consultants for services up to and including the preparation of the City's Natural Hazard Mitigation Plan revision and update in accordance with the Disaster Management Act of 2000.

SECTION 2. That funds for this expenditure is available in the Fire Department's 2021-2022 Fiscal Year budget in Account No. 1001-690-000-4269.

SECTION 3. That Cal OES will reimburse the City in the amount of Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00) for the completion of the update.

SECTION 4. That the funds of the reimbursement be deposited under "Other State Grants" in Account No. 1001-000-000-3569, and where the revenue budget for FY2021-2022 shall be amended to reflect the added appropriation of Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00).

SECTION 5. That a copy of this resolution shall be forwarded to the offices of the City Clerk, City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____ 2022.

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 _____, 2022.

That the 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



ALITA GODWIN, MMC
City Clerk

(310) 605-5530

Fax (310) 639-4685

e-mail: agodwin@comptoncity.org

DATE : January 14, 2021

PROJECT: RFP: Hazard Mitigation Plan

PROJECT MANAGER/CONTACT PERSON: Chief Ronerick Simpson

[illegible]



December 31, 2019

Jim McCombs
Batallion Chief
Compton, City of
201 South Acacia Avenue
Compton, CA 90220

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-**4353**-DR-CA, Project #**PL0112**, FIPS #**037-15044**

Dear Chief McCombs:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$33,750.00**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Grants Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Supplemental Grant Subaward Information sheet
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each calendar year.
- An active DUNS Number registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Grants Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY GRANTS PROCESSING UNIT
(916) 845-8110

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Grants Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Grants Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Grants Processing Unit at (916) 845-8110. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 845-8150.

Recovery Grants Processing Unit

Enclosures

c: Applicant's File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY GRANTS PROCESSING UNIT
(916) 845-8110

RECEIVED

DEC 24 2019
696821
GRANTS PROCESSING UNIT

LEXIE



U.S. Department of Homeland Security
Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

December 9, 2019

RECEIVED

NIQ-1795
DEC 16 2019

Chen Robin

HAZARD MITIGATION

Mark S. Ghilarducci
Governor's Authorized Representative
California Office of Emergency Management
3650 Schriever Ave.
Mather, California 95655

Reference: Project Approval, HMGP #4353-112-42
City of Compton *FIPS: 037-15044*
New Hazard Mitigation Plan
Supplement #19

Dear Mr. Ghilarducci:

We have reviewed and approved the above referenced Hazard Mitigation Grant Program (HMGP) subapplication for City of Compton (subrecipient). The total eligible cost is \$45,000. As shown in Supplement #19, we obligated a 75% percent Federal Share of \$33,750. These funds are now available in Smartlink (see enclosed report) and this approval is based on the following:

1. These funds are obligated based on City of Compton's scope of work. The subrecipient shall submit a new FEMA approved Hazard Mitigation Plan that meets the requirements of 44 CFR 201.6.
2. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, as amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.
3. Work will be completed in 36 months or by December 9, 2022. Federal funds may be de-obligated for work that is not completed prior to this date if no time extension has been approved.
4. In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

Mr. Ghilarducci
December 9, 2019
Page Two

If you have any questions or need further assistance, please contact Linda Ortiz, Hazard Mitigation Assistance Specialist at linda.ortiz@fema.dhs.gov.

Sincerely,


Juliette Hayes
Director
Mitigation Division
FEMA, Region IX

cc: Robin Shepard, Cal OES
Monica Saputra, Cal OES
Karen Jones, Cal OES
Jennifer Hogan, Cal OES SHMO

Enclosures (3):

Supplement #19 Obligation Report
Project Management Report
Standard HMGP Conditions

12/09/2019

12:18

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANTS PROGRAM

HMGP-OB-02

Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4353	42 -P	0	112	1	19	CA	Statewide

Subrecipient: Compton

Project Title : 7% Compton Hazard Mitigation Plan

Subrecipient FIPS Code: 037-15044

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$33,750.00	\$33,750.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$33,750.00	\$0.00	\$33,750.00	12/05/2019	Accept	2020

Comments

Date: 12/05/2019 User Id: KMOJICA

Comment: Approved LHMP Update

Authorization

Preparer Name: KAREN MOJICA

Preparation Date: 12/05/2019

HMO Authorization Name: LINDA ORTIZ

HMO Authorization Date: 12/05/2019



Authorizing Official Signature

HMA BC

Authorizing Official Title

12/9/19

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

12/09/2019
12:20 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	42-P	0	112	CA	Statewide

Subrecipient: Compton
FIPS Code: 037-15044
Project Title : 7% Compton Hazard Mitigation Plan

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : 7% Compton Hazard Mitigation Plan

Recipient : Statewide

Subrecipient : Compton

Recipient County Name : Los Angeles

Subrecipient County Name : Los Angeles

Recipient County Code : 37

Subrecipient County Code : 37

Recipient Place Name : Compton

Subrecipient Place Name : Compton

Recipient Place Code : 0

Subrecipient Place Code : 15044

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Project Mobilization	1 month	00/00/0000	00/00/0000	00/00/0000
0	Grant Admin	2 months	00/00/0000	00/00/0000	00/00/0000
0	Complete RFP/Purchase order process/let contract	4 months	00/00/0000	00/00/0000	00/00/0000
0	Convene LHMP Steering committee	1 month	00/00/0000	00/00/0000	00/00/0000
0	Project coordination	2 months	00/00/0000	00/00/0000	00/00/0000
0	Research/Hazard & risk assessment	3 months	00/00/0000	00/00/0000	00/00/0000
0	Department staff review of data	2 months	00/00/0000	00/00/0000	00/00/0000
0	Develop monitoring/evaluating actions/updating plan	3 months	00/00/0000	00/00/0000	00/00/0000
0	Develop document/initial review/pub comment/final review	2 months	00/00/0000	00/00/0000	00/00/0000
0	closeout of grant	2 months	00/00/0000	00/00/0000	00/00/0000
0	review/revisions	6 months	00/00/0000	00/00/0000	00/00/0000
0	local plan adoption	3 months	00/00/0000	00/00/0000	00/00/0000
0	grant closeout	3 months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$45,000	75.000000000	\$33,750	25.000000000	\$11,250

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Number	Proj Alloc Amount Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Alloc Amount
13	A	12/05/2019	12/04/2019	2020	2916866	2	\$33,750.00	\$0.00	\$0.00	\$33,750.00
Total							\$33,750.00	\$0.00	\$0.00	\$33,750.00

12/09/2019

12:26 PM

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM**

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	42 - P	0	112	CA	Statewide

Subrecipient: Compton

FIPS Code: 037-15044

Project Title : 7% Compton Hazard Mitigation Plan

Obligations

Action Nr	IFMIS Status	IFMIS Submission Date	FY	SFS Support Doc ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Obligated Amount
1	A	12/05/2019	2020	2926838	0	19	\$33,750.00	\$0.00	\$0.00	\$33,750.00
Total							\$33,750.00	\$0.00	\$0.00	\$33,750.00

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 302.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

**HAZARD MITIGATION ASSISTANCE
NOTIFICATION TO SUBRECIPIENT
GRANT ADMINISTRATION PROCEDURES**

1. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2 CFR) Part 200.

2. ALLOWABLE COSTS AND REIMBURSEMENTS

Once the Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, California Governor's Office of Emergency Services (Cal OES) can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and funds will be disbursed for activities that are consistent with the approved scope of work. Activity expenditures will be reimbursed at 75% of eligible costs. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subrecipient upon completion of the closeout process.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Request Form. The form must be signed by the subrecipient's Designated Authorized Agent. Reimbursement Request Forms can be emailed to: HMGraintsPayments@CalOES.ca.gov.

Alternatively, Reimbursement Request Forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

Should the subrecipient be able to complete this work for less than the maximum allowable costs, the subrecipient will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subrecipient will be reimbursed at 75% of the FEMA approved activity cost.

3. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered if available funding exists in the declared disaster. Non-construction subaward adjustments of more than 10 % in any direct cost categories, where the awarding Agency's share exceeds \$100,000, require a revision request. All construction cost adjustments that lead to the need for additional funds, and any changes to access contingency funds and re-budget to another direct cost category, require a revision request.

Potential cost over-runs should be explained by the subrecipient in the quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested

before expenditure of costs in excess of the total approved activity costs, and the request must be signed by the subrecipient's Designated Authorized Agent. All cost over-runs must be justified by the subrecipient and supported by a benefit cost analysis (BCA) prepared using the FEMA BCA Toolkit, if BCA is applicable to the project type. Unjustified over-runs will be denied by Cal OES.

Consult your Cal OES Grants Specialist when a potential cost overrun is identified. There is no guarantee that HMGP funds will be available to cover cost over-runs.

4. SCOPE OF WORK CHANGES

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, be signed by the subrecipient's Designated Authorized Agent, and submitted to a Cal OES Grants Specialist. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement.

5. QUARTERLY REPORT PROCEDURES

Subrecipients are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period

The first Quarterly Report is due to Cal OES within 15 days of the end of the first quarter following the initial award. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	January 1 - March 31	Report due by April 15
Second Reporting Period:	April 1 - June 30	Report due by July 15
Third Reporting Period:	July 1 - September 30	Report due by October 15
Fourth Reporting Period:	October 1 - December 31	Report due by January 15

Quarterly Reports shall include, at a minimum:

- A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant subaward conditions.
- B. A description of milestones completed in accordance with the work schedule provided by the subrecipient. The milestones declared in the subrecipient's work schedule will be applied as a standard of the activity's progress.

The State Hazard Mitigation Officer and HMA staff will review the reports and forward a report to the FEMA Regional Administrator on the status of each grant subaward.

Cal OES may suspend reimbursements to subrecipients who are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grant subawards will be returned to the subrecipient. Completed Quarterly Reports should be emailed to the Cal OES Grant Specialist.

Alternatively, Quarterly Reports must be sent to:

California Governor's Office of Emergency Services
Attn: Hazard Mitigation Assistance Branch
3650 Schriever Avenue
Mather, California 95655

6. SITE VISITS

Cal OES reserves the right to inspect all activities and review documentation for compliance. If site visits or documentation reveal problems in project performance, Cal OES shall require the subrecipient to correct the deficiencies before close-out.

7. PERFORMANCE PERIOD EXTENSIONS

All performance period extension requests must include the dates and circumstances of all previous extensions on this activity, a detailed explanation for the delay, and a revised activity work schedule. All performance period extension requests must be submitted to Cal OES and signed by the subrecipient's Designated Authorized Agent. Any costs incurred outside of an approved performance period will not be considered eligible.

Extensions to the original performance period of up to twelve months may be granted by Cal OES upon written request from the subrecipient. If an extension is needed, a request must be submitted to Cal OES no less than 90 days prior to the end of the current approved performance period. Time extension requests received by Cal OES less than 90 days prior to the end of the current approved performance period may not be considered.

Extension requests must include:

- Verification that progress has been made as described in quarterly reports
- Reason(s) for delay
- Current status of the activity/activities
- Current POP termination date and new projected completion date
- Remaining available funds, both Federal and non-Federal
- Budget outlining how remaining Federal and non-Federal funds will be expended
- Plan for completion, including updated schedule

Cal OES will notify the subrecipient of FEMA's determination.

8. ADMINISTRATIVE DOCUMENTS

The administrative documents included with this package must be completed, signed by an authorized representative of the subrecipient and received by Cal OES before any payments can be processed. These forms include:

- Applicant Agent Resolution (Cal OES 130),
- Project Assurances (Cal OES 89),
- 2-101 Grant Subaward Face Sheet (PDM/FMA Only)
- 2-101a Supplemental Grant Subaward Information (HMGP Only)
- Federal Funding Accountability and Transparency Act – FFATA
- SAM Number verification
- STD 204 Payee Data Record (for PNPs only)

Completed forms can be emailed to: HMGrantsPayments@CalOES.ca.gov

Alternatively, completed forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

9. CLOSEOUT

Subrecipients must submit Closeout Packages to Cal OES a minimum of 30 days prior to the Period of Performance (POP) completion date of the subaward. All activity costs are subject to audit; therefore, retention of adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subrecipient for three years from the date of the audit waiver letter, which is the closeout notification for the subrecipient. The documentation required is dependent on the type of activity. The package must include at least the following:

- Final Claim form
- Accomplishments and results report
- Budget summary
- Inspection Report (projects only)
- Planned Maintenance Activities Statement
- Project Photographs/Materials (projects only)
- Resolution of Adoption (plans only)

10. AUDITS

Cal OES may request an audit of any funds disbursed to a subrecipient at any time. Each subrecipient is required to provide reasonable and timely access to all records. Subrecipients who expend combined federal awards above \$750,000 must submit audit reports consistent with the requirements of the Office of Management and Budget OMB Circular A-133. Such audits of subrecipients will be conducted in accordance with the requirements of the Single Audit Act.

11. MONITORING

To ensure compliance with applicable Federal and State laws and regulations, subrecipient activities shall be monitored. Any finding(s) and program deficiencies shall be resolved through viable corrective action plans. Monitoring is comprised of desk and field reviews, of specific subrecipient records, including supporting financial documentation.

12. APPEALS (HMGP Only)

Subrecipients may appeal any determination made by FEMA by submitting justification in writing to Cal OES within 60 days of the receipt of FEMA's determination, including the monetary figure in dispute, provisions in Federal law, regulation, or policy that support their position.

Cal OES will review the appeal material submitted, make any additional investigations necessary, and forward the appeal with a written recommendation to the FEMA Regional Administrator within 60 days.

The FEMA Regional Administrator will notify Cal OES of the disposition of the subrecipient's appeal, or need for additional information, within 90 days following receipt of all related information.

If the Regional Administrator denies the appeal, the subrecipient may submit a second appeal to Cal OES. Cal OES will review the second appeal and may forward it with a written recommendation to the FEMA Deputy Associate Administrator through the FEMA Regional Administrator. Second appeals shall be submitted no later than 60 days after receipt of notice of the Regional Administrator's denial of the first appeal. In cases involving appeals of a highly technical nature, the Deputy Associate Administrator may refer the appeal to an independent scientific or technical body for review. The Deputy Associate Administrator shall render a determination on the appeal within 90 days following receipt of all related information. The second appeal's determination is final.

See Part 44 of the Code of Federal Regulations (44 CFR) Section 206.440.

March 1, 2022

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 THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES (\$343,520)

SUMMARY

Staff is recommending the City Council adopt the attached resolution authorizing the City Manager to enter into a third (3rd) amendment to the professional services agreement with Interwest Consulting Group to continue to provide on-call civil and traffic engineering services to the Public Works (Engineering) Department and establishing a purchase order in the amount not to exceed Three Hundred Forty Three Thousand Five Hundred and Twenty Dollars (\$343,520).

BACKGROUND

The City's Public Works (Engineering) Department ("Department") is responsible for, among other matters, performing civil and engineering services on behalf of the City, including assuring the successful and timely completion of many government and private projects within the City. Due to the voluminous nature of the projects and assignments and the insufficient number of personnel, for certain services and projects, the Department needs to employ the expert services of an independent consultants.

On July 21, 2020, pursuant to Resolution No. 25,321, City Council authorized the City Manager to enter into a professional services agreement with Interwest Consultant Group in the amount of \$150,000 to assist the Department by providing on-call and traffic engineering services.

On April 13, 2021, pursuant to Resolution No. 25,445, City Council authorized the City Manager to enter into an amendment to the professional services agreement (1st Amendment) with Interwest Consulting Group ("Interwest") in the amount of \$175,000 to assist the Department by providing the following on-call and traffic engineering services:

- Review and provide recommendations for implementation of the Capital Improvement Project #18-01 – Phase 1 and Phase 2.
- Review and provide recommendations and/or approvals for Traffic Impact Analyses for public and private projects
- Perform warrant studies for traffic signal and/or stop sign installations (including field review, research and review collision data, and provide recommendations). Conformance with Federal, state and local regulations, particularly the California Manual on Uniform Traffic Control Devices requirements and general compliance with City standards, ordinances and regulations
- Consultant will stamp and wet sign the approval of ALL engineering documents/plans/maps for accuracy and adequacy
- GIS mapping
- Conceptual Engineering and presentations for Grants and Regional Transportation Planning
- Develop Traffic Control Plans for Capital Improvement Projects

On November 2, 2021, pursuant to Resolution No. 25,572, City Council authorized the City Manager to enter into an amendment to the professional services agreement (2nd Amendment) with Interwest Consulting Group (“Interwest”) in the amount of \$269,292.50 to provide on-call and traffic engineering services.

Said on-call and engineering assistance services were authorized to be performed until the agreed compensation amount of \$269,292.50 was exhausted, at which time the agreement would terminate.

STATEMENT OF ISSUE

The previously agreed upon compensation of \$269,292.50 has been exhausted, however, the Department’s need for assistance still exist due to staffing shortages and lack of adequate in-house expertise. Thus staff is requesting to amend the current agreement with Interwest to continue to provide assistance as-needed and for specific projects, which include, but are not limited to the following:

1. Artesia Boulevard Bridge Closure Project Mitigation for Compton
2. Rosecrans Bridge Mitigation (Financial Assistance)
3. Street Renaming Projects
4. Coordinating of the United States Army Core of Engineers (“USACE”) regarding the fence below the Artesia bridge for repair and clean-up of the area adjacent to Compton Creek
5. Annual Residential Street Rehabilitation – CIP # 18-01 Phase 2 (Design & Construction Services)
6. Compton Boulevard Corridor (Willowbrook Avenue to Central Avenue) HSIP Cycle 8 grant

7. Compton Boulevard Corridor (Willowbrook Avenue to East City Limits) HSIP Cycle 7 grant
8. 20 Pedestrian Heads – Request For Proposal, Construction Implementation
9. Compton Boulevard over Compton Creek Projects
10. Multi-Grade Crossing at 408 & 412 Alondra (Horse Crosswalk) Project
11. SR-91/Central Metro Project Development for Compton with Gateway Cities/Metro
12. Release of Bonds from Development projects
13. Los Angeles Permit Group
14. Private Development Projects including:
 - a. 1650 West 134th Street Vacation Case No. 20-001
 - b. 2320 North Parmelee Avenue Grading and Civil Plans
 - c. Gas Company 27" L765 Project on Atlantic Avenue and Linsley Street
 - d. 927 Santa Fe Avenue Grading/Drainage Plan
 - e. 439 Carlin Avenue
 - f. 2600 Wilmington Avenue
 - g. 809 Pine Street – PC3
 - h. 15200 Gibson Avenue
 - i. 308 East Compton Boulevard
 - j. 1950 North Central Avenue
 - k. 701 North Wilmington Avenue – School Site
 - l. KBK Development – 501/601 E. Compton Blvd.
 - m. LandSpire Development – 1434 W. Compton Blvd.
 - n. Olson Development – 250 N. Central Ave. & 1950 N. Central Ave.
15. Intelligent Transportation System ("ITS") coordination with Metro (signal projects)
16. Industrial Waste Permits
17. Atlantic Corridor Master Plan
18. I-710 TAC coordination for Early Action Funding of future projects in Compton
19. Integrated Corridor Management ("ICM") Project for Compton
20. Traffic Engineering including assisting with City policy and implementation of speed bumps, stop signs, permit studies, street renaming, etc.
21. Construction Management and Inspection Services for Fire Stations Nos. 1 through 4 Driveway and Apron Improvement Project (CIP# 20-01)

Interwest is uniquely qualified to perform civil and traffic engineering services and project management services for the City. Interwest currently provides municipal engineering, transportation planning, program and project management, and Geographic Information Systems ("GIS") services.

Given Interwest's engineering expertise and management of capital improvement projects, coupled with the reduction of City workforce and lack of expertise in City staff, it is recommended that the City amend the agreement with Interwest to continue providing civil and traffic engineering consultant services to the Department.

FISCAL IMPACT

Funding in the amount not to exceed Three Hundred and Forty Three Thousand Five Hundred Twenty Dollars (\$343,520) for this expenditure are available in Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRD
AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING
GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING
SERVICES (\$343,520)**

WHEREAS, the City's Public Works (Engineering) Department ("Department") is responsible for, among other matters, performing civil and engineering services on behalf of the City, including assuring the successful and timely completion of many government and private projects within the City; and

WHEREAS, due to the voluminous nature of the projects and assignments and the insufficient number of personnel, for certain services and projects, the Department needs to employ the expert services of independent consultants; and

WHEREAS, on July 21, 2020, pursuant to Resolution No. 25,321, City Council authorized the City Manager to enter into a professional services agreement with Interwest Consultant Group in the amount of \$150,000 to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, on April 13, 2021, pursuant to Resolution No. 25,445, City Council authorized the City Manager to enter into an amendment to the professional services agreement (1st Amendment) with Interwest Consulting Group ("Interwest") in the amount of \$175,000 to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, on November 2, 2021, pursuant to Resolution No. 25,572, City Council authorized the City Manager to enter into an amendment to the professional services agreement (2nd Amendment) with Interwest Consulting Group ("Interwest") in the amount of \$269,292.50 to provide on-call and traffic engineering services; and

WHEREAS, said on-call and engineering assistance service were authorized to be performed until the agreed compensation amount of \$269,520.50 was exhausted, at which time the agreement would terminate; and

WHEREAS, the agreed upon compensation of \$269,520.50 has been exhausted; however, the Department's need for assistance still exist due to staffing shortages and lack of adequate in-house expertise and thus staff is requesting to amend the current agreement with Interwest to continue to provide assistance as-needed and for specific projects; and

WHEREAS, Interwest is uniquely qualified to perform civil and traffic engineering services and project management services for the City and given Interwest's engineering expertise and management of capital improvement projects, coupled with the reduction of City workforce and lack of expertise in City staff, it is recommended that the City amend the agreement with Interwest to continue providing civil and traffic engineering consultant services to the Department at a cost not-to-exceed \$343,520; and

WHEREAS, funding for this expenditure in the amount of Three Hundred Forty Three Thousand Five Hundred Twenty Dollars are available in Fiscal Year 2021-2022 budget in Account No. 1004-610-000-4269.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a Third (3rd) Amendment to the professional services agreement with Interwest Consulting Group to continue to provide on-call civil and traffic engineering consultant services to the Public Works (Engineering) Department.

Resolution No. _____
Page 2

SECTION 2. That a purchase order in the amount of \$343,520 is hereby authorized to be established for Interwest Consulting Group.

SECTION 3. That funds in the amount of \$343,520 are available in the Fiscal Year 2021-2022 budget in Account No. 1004-610-000-4269.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works (Engineering) Department.

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

ADOPTED this _____ day of _____, 2022.

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 passed and 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 _____, 2022.

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

January 13, 2022

Michael L. Antwine II
Assistant City Manager
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220



Re: Letter Proposal for Extension of On-Call Civil Engineering and Traffic Services

Dear Mr. Antwine,

We are pleased to present this letter of proposal to the City of Compton for estimated costs of Interwest services for (i) The Four (4) Fire Stations Aprons Project; (ii) Public Works Director and City Engineer Advisory Support; (iii) Plan Review Services; and (iv) Traffic Engineering Services. We understand that the work will be on an as-needed basis; however, should you desire additional support, we would be happy to assist you with that as well. Below, please find the schedules of costs as per discussions with Ernesto Munoz.

Schedules are calculated retroactively from January 1, 2022 and are forecasted through June 30, 2022.

The sum totals of all scheduled estimates through the specified period is \$343,520.

FOUR (4) FIRE STATIONS APRONS IMPROVEMENT PROJECT

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
Inspector	25 Weeks x 8 Hrs Per Day	\$135	\$135,000
Construction Manager	26 Weeks x 10 Hrs Per Wk	\$160	\$41,600
CM Support	26 Weeks x 8 Hrs Per Wk	\$95	\$19,760

PUBLIC WORKS DIRECTOR/CITY ENGINEER SUPPORT

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
PW Director/CE Advisor	26 Weeks x 10 Hrs Per Wk	\$165	\$42,900

PLAN REVIEW SERVICES

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
RCE Review	26 Weeks x 4 Hrs Per Wk	\$165	\$17,160
Plan Check	26 Weeks x 10 Hrs Per Wk	\$85	\$22,100

TRAFFIC ENGINEERING SERVICES

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
Traffic Engineer	20 Weeks x 10 Hrs Per Wk	\$175	\$35,000
Associate Traffic Engineer	24 Weeks x 10 Hrs Per Wk	\$125	\$30,000

We appreciate the opportunity to continue serving the City of Compton. Should you have any questions, please do not hesitate to contact me, Elizabeth O'Neil at eoeneil@interwestgrp.com / 310.500.5830, or Jim Ross at jross@interwestgrp.com / 714.742.1551.

Sincerely,

Paul Meschino
Vice President of Operations
pmeschino@interwestgrp.com

Billing Rates

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.



CLASSIFICATION

HOURLY BILLING RATE

Engineering

Principal in Charge	230
Principal Engineer	205
Project Manager.....	185
Traffic Engineer.....	175
Supervising Engineer.....	175
Senior Engineer	165
Licensed Land Surveyor	175
Engineering Associate III	135
Engineering Associate II	125
Engineering Associate I	115
Senior Engineering Technician	115
Engineering Technician III.....	105
Engineering Technician II.....	95
Engineering Technician I.....	85
Student Trainee.....	40
Grading Plans Examiner	150

Construction Management

Construction Manager	165
Assistant Construction Manager	145
Supervising Public Works Observer.....	160
Senior Public Works Observer.....	150
Public Works Observer III	140
Public Works Observer II	130
Public Works Observer I	115

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
INTERWEST CONSULTING GROUP**

This **THIRD 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 **INTERWEST CONSULTING GROUP** (hereinafter referred to as “**CONSULTANT**”).

RECITALS:

WHEREAS, due to the voluminous nature of the projects and assignments that the Public Works (Engineering) Department (“Department”) is responsible for handling, the City has a need to employ the services of an experienced and professional engineering consulting firm to assist the Department by providing certain civil and traffic engineering services; and

WHEREAS, on July 21, 2020, pursuant to Resolution No. 25,321, City Council authorized the City Manager to enter into a professional services agreement with Consultant (“Interwest Consulting Group”) to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, on April 13, 2021, pursuant to Resolution No. 25,445, City Council authorized the City Manager to enter into a First Amendment to the professional services agreement with Consultant (“Interwest Consulting Group”) to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, on November 2, 2021, pursuant to Resolution No. 25,572, City Council authorized the City Manager to enter into a Second Amendment to the professional services agreement with Consultant (“Interwest Consulting Group”) to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, said on-call and engineering assistance service were authorized to be performed until the agreed compensation amount of \$269,292.50 has been exhausted, at which time the agreement would terminate; fund have been exhausted with Interwest; however, the Department’s need for assistance still exist due to staffing shortages and lack of adequate in-house expertise, thus the parties desire to amend the original Agreement to extend the term of the Agreement, continue and expand the scope of services and provide additional compensation in the amount of \$343,520 for the additional services rendered during the extended Agreement term’ and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2022, the City Council authorized the City Manager to enter into a Third (3rd) amendment to the professional services agreement with Consultant; and

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to authorize the continued performance of the services specified within the original Agreement and expand the scope of services to include performance of the following services:

- Artesia Boulevard Bridge Closure Project mitigation for Compton
- Rosecrans Bridge Mitigation (financial assistance)

- Street Renaming Projects
- Coordinating of the United States Army Core of Engineers (USACE) regarding the fence below the Artesia bridge for repair and clean-up of the area adjacent to Compton Creek
- Annual Residential Street Rehabilitation Phase 2 (Design & Construction)
- Compton Boulevard Corridor (Willowbrook Avenue to Central Avenue) HSIP Cycle 8 grant
- Compton Boulevard Corridor (Willowbrook Avenue to East City Limits) HSIP Cycle 7 grant
- 20 Pedestrian Heads – Request For Proposal, Construction Implementation
- Compton Boulevard over Compton Creek Projects
- Four Fire Stations Driveway Apron Improvement Projects (CM & Inspection)
- Multi-Grade Crossing at 408 & 412 Alondra (Horse crosswalk) Project
- SR-91/Central Metro Project Development for Compton with Gateway Cities/Metro
- Release of Bonds for Development Projects
- Los Angeles Permit Group
- Private Development Projects including:
 - a. 1300 Atlantic Avenue – Ryder Truck Sales
 - b. 1650 West 134th Street Vacation Case No. 20-001
 - c. 2320 North Parmelee Avenue Grading and Civil Plans
 - d. Gas Company 27” L765 Project on Atlantic Avenue and Linsey Street
 - e. 927 Santa Fe Avenue Grading/Drainage Plan
 - f. 501/601 Compton Boulevard
 - g. 439 Carlin Avenue
 - h. 2600 Wilmington Avenue
 - i. 809 Pine Street –PC3
 - j. 15200 Gibson Avenue
 - k. 308 East Compton Boulevard
 - l. 1950 North Central Avenue
 - m. 701 North Wilmington Avenue – School Site
- Intelligent Transportation System (ITS) coordination with Metro (signal projects)
- Industrial Waste Permits
- Atlantic Corridor Master Plan
- I-710 TAC coordination for Early Action Funding of future projects in Compton
- Integrated Corridor Management (ICM) Project for Compton
- Traffic Engineering including assisting with City policy and implementation of speed bumps, stop signs, permit studies, street renaming, etc.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate on exhaustion of the authorized maximum compensation of **Three Hundred Forty Three Thousand Five Hundred Twenty (\$343,520)**, unless otherwise extended or terminated.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Three Hundred Forty Three Thousand Five Hundred Twenty (\$343,520)**.

4. 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 **THIRD AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

INTERWEST CONSULTING GROUP/CONSULTANT

Dated: _____

By _____
Paul Meshchino, Vice-President of Operations

Approved by:

Dated: _____

By _____
Ronerick D. Simpson, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated:.._____

By _____
Alita Godwin, City Clerk

MARCH 1, 2022

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 AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03 (\$932,644.98)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the professional services agreement with and establish a purchase order for JMD to provide additional street design services for the Compton Boulevard Street Improvement Project, CIP# 18-03 and authorize the establishment of a purchase order in the amount of \$932,644.98.

BACKGROUND

The City of Compton maintains approximately 173 centerline miles of pavement within the City limits. In July 2015, the City secured a Highway Safety Improvement Program (HSIP) Cycle 7 grant in the amount of \$1,691,098 to reconstruct Compton Boulevard within City boundaries. This grant will focus on the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits.

In August 2016, the City was awarded the HSIP Cycle 8 grant in the amount of \$1,168,200. This grant will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue to Central Avenue as well as enhancing pedestrian crossings at 15 intersections.

The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads. Overall, the Compton Boulevard Street Improvement Project proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised medians islands, adding Class II bicycle lanes, enhancing pedestrian crossings, improving parkways, sidewalks and curb ramps which do not meet ADA standards.

**Staff Report – Resolution Amending Agreement with JMD/Street Design Services
Compton Blvd. Street Improvement Project (CIP #18-03)
March 1, 2022**

On March 28, 2018, the City solicited proposals from qualified consulting firms to provide pavement resurfacing design services on Compton Boulevard from City limit east to City limit west and on April 26, 2018, the City received four proposals from qualified engineering firms and the proposal submitted by JMD was the most qualified consultant for the Compton Boulevard Street Improvement Project.

On September 18, 2018, pursuant to Resolution No. 24,862, City Council authorized the City Manager to enter into a professional services agreement with JMD to provide design services for the Compton Boulevard Street Improvement Project in the amount of \$535,167.02.

JMD has extensive experience developing Plans, Specifications, & Estimates designs for local arterials in the City of Compton and throughout Southern California. Such projects include roadway rehabilitation, safety enhancements, beautification and widening projects requiring roadway improvement, grading crossing, traffic signal installation/modification, traffic signal interconnection, street lighting, signing and striping, and worksite traffic control plans.

The consultant was responsible for providing professional design and engineering services for the preparation of preliminary design and the final plans, specifications and estimates, bid package including design support services during construction pursuant to the HSIP project which includes 1). Upgrading/adding segment lighting with LED, 2). Providing higher visibility crosswalks, 3). Adding Class II Bikeway with outer land paving only, and 4). Adding raised median islands.

Services to be rendered included, but were not limited to the task and deliverables below:

Phase 0 Project Initiation and Management

Task I-1	Project Administration, coordination and meetings, project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices
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Phase I Preliminary Design (30%) – Plans, Specifications, & Estimates

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

Phase 2 60% Design

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

Phase 3 90% Design

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

Phase 4 Final (100%) Design

- Task IV Address/Incorporate Comments and Prepare Final
Submittal

Phase 5 Post Design

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

STATEMENT OF ISSUE

On December 6, 2018, JMD was authorized to proceed with the design services for the Compton Boulevard Street Improvement Design project. The proposed schedule for design services was projected to be approximately 13 months.

After a comprehensive review, City staff determined the additional improvements were necessary to include the improvement of substandard curb ramps (114), a drainage analysis to include the construction of storm drains, catch basins, and replacing discolored curb ramps (23) and intersection pavement (3) along Compton Boulevard.

The Current HSIP Safety Enhancement Project Compared to the Full Rehabilitation of Compton Boulevard being proposed is as follows:

Current Scope of Work Compared to Proposed Added Scope of Work

Current HSIP Safety Enhancements	Full Rehabilitation of Compton
1. Upgrading/Adding Segment Lighting with LED	1. Providing Standard Storm Drain Facilities due to Flat Grades
2. Provide Higher Visibility Crosswalks	2. Upgrading/Adding ADA Compliant (114 Curb Ramp) Facilities
3. Adding Class II Bikeway with Outer Lane Paving Only	3. Providing Full Width Roadway Paving
4. Adding Raised Median Island	4. Removing Colored Concrete at Ramps/Intersections

JMD proposes that the additional designs services will cost an additional \$932,644.98. An analysis of the original proposal and the additional work is as follows:

Compton Boulevard Design Services Analysis

Task	Description	Original Cost	Amendment Costs
Phase 0 - Project Initiation and Management			
I-1	Project Administration, Coordination and Meetings (maximum of 6 meetings)	\$14,068.09	\$14,270.33
Phase I - Preliminary Design			
I-2	Research/Data Collection/Utility Coordination	\$10,330.74	\$12,068.93
I-3	Geotechnical Analysis/Report	\$41,139.00	\$15,425.98
I-4	Surveying	\$92,474.31	\$25,805.98
I-5	Pavement Engineering/Traffic Index Calculations	\$ 5,772.16	0
I-6	Hydrology/Hydraulics Analysis/Report	\$ 5,189.00	\$60,715.17
I-7	Community Meetings	\$ 7,024.44	0
I-8	Railroad Right of Entry Permit Application	\$12,319.57	0
I-9	Diagnostic Meetings	\$ 2,439.62	0
Phase II – 60% Design			
II-1a	Title Sheet	\$ 3,116.65	\$ 3,060.20
II-1b	Typical Sections and Detail Plans	\$ 6,233.30	
II-1c	Roadway Improvement Plans	\$66,169.15	\$68,711.96
II-1d	Grade Crossing Plan	\$ 5,080.41	
II-1e	Intersection Plans	\$26,581.12	\$14,448.76

Staff Report – Resolution Amending Agreement with JMD/Street Design Services
Compton Blvd. Street Improvement Project (CIP #18-03)
March 1, 2022

Task	Description	Original Cost	Amendment Costs
II-1f	Curb Ramp (114, 49 Color and 49 Tactile Improvements)	\$32,182.70	\$169,417.91
II-1g	Storm Drain Plans and Details	\$22,533.91	\$64.843.05
II-1h	Street Lighting Plans	\$24,329.00	0
II-1i	Traffic Staging Plans	\$24,329.00	0
II-1j	Landscaping and Irrigation Plans	\$15,359.00	0
II-1k	Hardscape Plans	\$15,359.00	0
II-2	Notice of Intent and SWPPP Construction Booklet	\$ 7,219.82	0
II-3	Construction Bid Items and Opinion of Probable Construction Cost	\$ 3,988.96	0
II-4	Specifications	\$ 3,663.87	0
II-5	Easement/License Coordination	\$ 1,384.01	0
II-6	Construction & Maintenance Agreement	\$ 1,051.01	0
II-7	CPUC Application	\$ 1,734.05	0
II-1l	Traffic Control Plans- Storm Drain	n/a	\$71,423.25
II-1m	Landscaping and Irrigation Plans	n/a	\$42,000.00
II-1n	Hardscape Plans	n/a	\$42,000.00
II-3	Construction Bid Items and Opinion of Probable Construction Cost	n/a	\$ 3,647.15
II-4	Specifications	n/a	\$ 4,268.95
Phase III – 90% Design			
III-1	Address/Incorporate Comments and Prepare 90% Submittal	\$45,707.86	\$195,975.27
Phase IV – Final Design			
IV-1	Address/Incorporate Comments and Prepare Final Submittal	\$22,196.33	\$65,389.91
Phase V – Post Design			
V-1	Bidding and Preconstruction Assistance	\$ 5,057.98	
V-2	Design Support During Construction	\$ 7,429.35	\$ 8,693.33
V-3	As-Built Plans	\$ 3,703.62	\$ 4,292.60
Escalation (3 Years)		n/a	\$46,186.26
	Total Estimated Design Cost	\$ 535,167.03	\$932,644.98
	Total Combined Design Cost	\$1,467,812.01	

The additional engineering services are needed to enhance the current project and cover essential rehabilitation designed to correct existing substandard conditions and meeting standard capacity. The additional services will provide Compton Boulevard with the following improvement ultimately yielding a pavement life of 20 years.

It is estimated that the total construction cost will be approximately \$16,456,908.94 and the estimated new design costs will be approximately \$1,467,812 which exceeds JMD's current contract by \$932,644.98.

Therefore, in order to amend the professional services agreement with JMD to provide additional engineering design services in the amount of \$932,644.98, City Council's authorization is necessary.

ALTERNATIVE

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

FISCAL IMPACT

Funds in the amount of \$932,644.98 are available in the Public Works 2021-2022 fiscal year budget in Account No. 1900-710-000-4262 (\$600,000) and Account No. 3031-710-000-4300 (\$332,644.98).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
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 AND ESTABLISH A PURCHASE ORDER
FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE
COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03
(\$932,644.98)**

WHEREAS, adoption of this resolution will authorize the City Manager to amend the professional services agreement with and establish a purchase order for JMD to provide additional street design services for the Compton Boulevard Street Improvement Project, (CIP# 18-03) and authorize the establishment of a purchase order in the amount of \$932,644.98; and

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

WHEREAS, in July 2015, the City secured a Highway Safety Improvement Program (HSIP) Cycle 7 grant in the amount of \$1,691,098 to reconstruct Compton Boulevard within City boundaries and this grant will focus on the installation of raised medians and Class II bicycle lanes along Compton Boulevard from Willowbrook Avenue to the eastern City limits; and

WHEREAS, in August 2016, the City was awarded the HSIP Cycle 8 grant in the amount of \$1,168,200 and this grant will address systemic issues along the Compton Boulevard Corridor by installing bike lanes and lighting along Compton Boulevard from Willowbrook Avenue to Central Avenue as well as enhancing pedestrian crossings at 15 intersections; and

WHEREAS, the HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads and overall, the Compton Boulevard Street Improvement Project proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised medians islands, adding Class II bicycle lanes, enhancing pedestrian crossings, as well as improving some parkways, sidewalks and curb ramps which do not meet ADA standards; and

WHEREAS, on March 28, 2018, the City solicited proposals from qualified consulting firms to provide pavement resurfacing design services on Compton Boulevard from City limit east to City limit west and on April 26, 2018, the City received four proposals from qualified engineering firms and the proposal submitted by JMD was the most qualified consultant for the Compton Boulevard Street Improvement Project; and

WHEREAS, on September 18, 2018, pursuant to Resolution No. 24,862, City Council authorized the City Manager to enter into a professional services agreement with JMD to provide design services for the Compton Boulevard Street Improvement Project in the amount of \$535,167.02; and

WHEREAS, JMD has extensive experience developing Plans, Specifications, & Estimates designs for local arterials in the City of Compton and throughout Southern California and such projects include roadway rehabilitation, safety enhancements, beautification and widening projects requiring roadway improvement, grading crossing, traffic signal installation/modification, traffic signal interconnection, street lighting, signing and striping, and worksite traffic control plans; and

WHEREAS, the consultant performed and was responsible for providing professional design and engineering services for the preparation of preliminary design and the final plans, specifications and estimates, bid package including design support services during construction pursuant to the HSIP project which includes 1). Upgrading/adding segment lighting with LED, 2). Providing higher visibility crosswalks,

3). Adding Class II Bikeway with outer land paving only, and 4). Adding raised median islands; and

WHEREAS, services to be rendered included, but were not limited to the task and deliverables below:

- **Phase 0** **Project Initiation and Management**
- **Phase 1** **Preliminary Design (30%) – Plans, Specifications, & Estimates**
- **Phase 2** **60% Design**
- **Phase 3** **90% Design**
- **Phase 4** **Final (100%) Design**
- **Phase 5** **Post Design**

WHEREAS, on December 6, 2018, JMD was authorized to proceed with the design services for the Compton Boulevard Street Improvement design project and the proposed schedule for design services was projected to be approximately 13 months; and

WHEREAS, after a comprehensive review, City staff determined the additional improvements were necessary to include the improvement of substandard curb ramps (114), a drainage analysis to include the construction of storm drains and catch basins, replacing the discolored curb ramps (23) and intersection pavement (3) along Compton Boulevard; and

WHEREAS, the Current HSIP Safety Enhancement Project Compared to the Full Rehabilitation of Compton Boulevard being proposed is as follows:

Current Scope of Work Compared to Proposed Added Scope of Work

Current HSIP Safety Enhancements	Full Rehabilitation of Compton
1. Upgrading/Adding Segment Lighting with LED	1. Providing Standard Storm Drain Facilities due to Flat Grades
2. Provide Higher Visibility Crosswalks	2. Upgrading/Adding ADA Compliant (114 Curb Ramp) Facilities
3. Adding Class II Bikeway with Outer Lane Paving Only	3. Providing Full Width Roadway Paving
4. Adding Raised Median Island	4. Removing Colored Concrete at Ramps/Intersections; and

WHEREAS, JMD proposes that the additional designs services will cost an additional \$904,287.21 and an analysis of the original proposal and the additional work is as follows:

Compton Boulevard Design Services Analysis

Task	Description	Original Cost	Amendment Costs
Phase 0 - Project Initiation and Management			
I-1	Project Administration, Coordination and Meetings (maximum of 6 meetings)	\$14,068.09	\$14,270.33
Phase I - Preliminary Design			
I-2	Research/Data Collection/Utility Coordination	\$10,330.74	\$12,068.93
I-3	Geotechnical Analysis/Report	\$41,139.00	\$15,425.98
I-4	Surveying	\$92,474.31	\$25,805.98
I-5	Pavement Engineering/Traffic Index Calculations	\$ 5,772.16	0
I-6	Hydrology/Hydraulics Analysis/Report	\$ 5,189.00	\$60,715.17
I-7	Community Meetings	\$ 7,024.44	0
I-8	Railroad Right of Entry Permit Application	\$12,319.57	0
I-9	Diagnostic Meetings	\$ 2,439.62	0
Phase II – 60% Design			
II-1a	Title Sheet	\$ 3,116.65	\$ 3,060.20
II-1b	Typical Sections and Detail Plans	\$ 6,233.30	
II-1c	Roadway Improvement Plans	\$66,169.15	\$68,711.96
II-1d	Grade Crossing Plan	\$ 5,080.41	
II-1e	Intersection Plans	\$26,581.12	\$14,448.76
II-1f	Curb Ramp (114, 49 Color and 49 Tactile Improvements)	\$32,182.70	\$169,417.91
II-1g	Storm Drain Plans and Details	\$22,533.91	\$64.843.05
II-1h	Street Lighting Plans	\$24,329.00	0
II-1i	Traffic Staging Plans	\$24,329.00	0
II-1j	Landscaping and Irrigation Plans	\$15,359.00	0
II-1k	Hardscape Plans	\$15,359.00	0
II-2	Notice of Intent and SWPPP Construction Booklet	\$ 7,219.82	0
II-3	Construction Bid Items and Opinion of Probable Construction Cost	\$ 3,988.96	0
II-4	Specifications	\$ 3,663.87	0
II-5	Easement/License Coordination	\$ 1,384.01	0
II-6	Construction & Maintenance Agreement	\$ 1,051.01	0
II-7	CPUC Application	\$ 1,734.05	0
II-1l	Traffic Control Plans- Storm Drain	n/a	\$71,423.25
II-1m	Landscaping and Irrigation Plans	n/a	\$42,000.00
II-1n	Hardscape Plans	n/a	\$42,000.00
II-3	Construction Bid Items and Opinion of Probable Construction Cost	n/a	\$ 3,647.15
II-4	Specifications	n/a	\$ 4,268.95
Phase III – 90% Design			
III-1	Address/Incorporate Comments and Prepare 90% Submittal	\$45,707.86	\$195,975.27
Phase IV – Final Design			
IV-1	Address/Incorporate Comments and Prepare Final Submittal	\$22,196.33	\$65,389.91
Phase V – Post Design			
V-1	Bidding and Preconstruction Assistance	\$ 5,057.98	
V-2	Design Support During Construction	\$ 7,429.35	\$ 8,693.33
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Escalation (3 Years)		n/a	\$46,186.26
	Total Estimated Design Cost	\$ 535,167.03	\$932,644.98
	Total Combined Design Cost	\$1,467,812.01	

and;

WHEREAS, the additional engineering services are needed to enhance the current project and cover essential rehabilitation designed to correct existing substandard conditions and meeting standard capacity. The additional services will provide Compton Boulevard with the following improvement ultimately yielding a pavement life of 20 years; and

WHEREAS, it is estimated that the total construction cost will be approximately \$16,456,908.94 and the new estimated design cost will be approximately \$1,467,812 which exceeds JMD's current contract by \$932,644.98; and

WHEREAS, funds in the amount of \$932,644.98 are available in the Public Works 2021-2022 fiscal year budget in Account No. 1900-710-000-4262 (\$600,000) and Account No. 3031-710-000-4300 (\$332,644.98); and

WHEREAS, in order to amend the professional services agreement with JMD to provide additional engineering design services, City Council's authorization is necessary.

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 services agreement with JMD to provide additional street design services for the Compton Boulevard Street Improvement Project (CIP#18-03) in the amount not to exceed \$932,644.98.

SECTION 2. That funds in the amount of \$932,644.98 are available in the Public Works 2021-2022 fiscal year budget in Account No. 1900-710-000-4262 (\$600,000) and Account No. 3031-710-000-4300 (\$332,644.98).

SECTION 3. That a purchase order in the amount of Nine Hundred Four Thousand Two Hundred Eighty Seven Dollars and Twenty One Cents (\$932,644.98) shall be established for JMD for services to be rendered.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2022.

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 _____, 2022.

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

December 20, 2021

Mr. John Strickland Jr.
Project Manager
City Clerk's Office
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2021.1112.0077.00

**SUBJECT: Proposal to Provide Additional Street Design Services for Compton Boulevard, CIP #18-01
From City Limit East to City Limit West in the City of Compton**

Dear Mr. Strickland:

JMD is pleased to submit this proposal to provide additional professional engineering design services for the proposed Compton Boulevard Street Design Services in the City of Compton. Our proposal, which remains in effect for a period of 90 days, has been prepared in accordance with the City's Request for Proposal, issued April 11, 2018 and outlines our qualifications, approach and scope of services for the subject project.

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

- City of Compton
- City of Commerce
- City of Industry
- City of Irwindale
- City of Los Angeles
- City of Pico Rivera
- City of Santa Fe Springs
- City of Vernon
- County of Los Angeles
- Port of Los Angeles
- Port of Long Beach
- Caltrans

Experience on Similar Projects - JMD has prepared preliminary and final design as well as provided construction oversight of a variety of highway, truckway and transportation projects. In Compton, JMD has provided citywide street improvements projects (e.g., Compton's Citywide Street Projects), corridor vision projects (e.g., Central Avenue), regional highway projects (e.g., SR-91 Freeway Improvement Projects) and railroad/rail/transit projects (e.g., Long Beach Blue Line). Overall, JMD has designed nearly 40 miles of local streets in the central Los Angeles Basin and specifically within the Gateway Cities as outlined below:

- Central Avenue, Phase II, Street Improvements (1.2 mile), City of Compton
- Central Avenue, Phase I, Street Improvements (1 mile), City of Compton
- Citywide Street Maintenance Program (7 miles), City of Compton
- CDBG Various Street Improvements (2 miles), City of Compton
- Atlantic Avenue (1 mile), Los Angeles County and City of Compton
- Telegraph Road Rehabilitation (3.2 miles), City of Commerce
- Marine Avenue Roadway Improvements (1 mile), County of Los Angeles
- Prairie Avenue Roadway Improvements (1 mile), County of Los Angeles
- Mealy Street Freight Rail Connector (0.5 mile), City of Compton/LACMTA
- Santa Ana Street Streetscape (0.5 mile), City of Anaheim Redevelopment Agency
- Market Street Streetscape Project (0.3 miles), City of Inglewood
- Rosecrans Avenue Overpass, City of Compton/LACMTA
- Long Beach Blue Line Light Rail Transit Project – Compton Bl. and Willowbrook Ave. (3 miles), LACMTA
- Pedestrian Gate Installation – Design Review and Inspection, LA Metro/City of Compton



Mr. John Strickland Jr.
December 20, 2021
Page 2

Project Understanding, Approach and Scope of Work to Develop Project Efficiently – Our Project Team uniquely understands the current Compton Boulevard Safety Enhancement Project, funded with Highway Safety Improvement Program (HSIP) funds, and the need to reconstruct Compton Boulevard and convert it into the main thoroughfare that it is and should be in standard adherence and capacity. As such, additional engineering services are needed to enhance the current project and cover essential rehabilitation designed to correct existing substandard conditions and meeting standard capacity. The additional services will provide Compton Boulevard with the following improvements ultimately yielding a pavement life of 20 years.

Current HSIP Safety Enhancement Project	Full Rehabilitation of Compton Boulevard
1. Upgrading/Adding Segment Lighting with LED	1. Providing Standard Storm Drain Facilities due to Flat Grades
2. Providing Higher Visibility Crosswalks	2. Upgrading/Adding ADA Compliant (114 Curb Ramp) Facilities
3. Adding Class II Bikeway with Outer Lane Paving Only	3. Providing Full Width Roadway Paving
4. Adding Raised Medians Islands	4. Removing Colored Concrete at Ramps/Intersections

We have assembled a comprehensive project team with extensive streetscape, roadway, traffic and grade crossing engineering knowledge, experience and expertise to assist the City of Compton in achieving the goals of this project in a timely manner. The JMD Team offers unique understanding of project issues, a cost-effective project approach and comprehensive scope of work to develop the project with minimal project impacts to local residents, businesses and commuters as well as provide optimum effectiveness.

We have assigned one of our most qualified Project Managers, **Juan M. Diaz, MBA, PE**, who has over 35 years of highway, roadway, traffic, transit and rail engineering experience in the transportation planning and engineering industry. Mr. Diaz has unique and extensive local knowledge and City of Compton experience. He has designed and managed miles of roadways and highways as well as hundreds of grade crossings and grade separations for various local agencies and railroads including the Cities of Compton, Commerce, County of Los Angeles, Union Pacific Railroad Company (UPRR), Metro and Caltrans facilities. Mr. Diaz's knowledge and expertise also includes arterials, freeway mainlines, HOV lanes, interchanges and truckways as well as projects involving State routes, local streets, rail/bus transit corridors and railroads. In addition, Mr. Diaz' diverse experience provides unique insight on multidiscipline projects involving multiple stakeholders and funding insight for projects in the region. Furthermore, Mr. Diaz is known for his ability to manage highly sensitive regional projects involving multiple stakeholders (i.e. commercial, industrial and residential parties) and multilingual outreach capabilities.

Complementing the JMD Team are expert firms with local Compton experience including **MIG, Inc., Geo-Advantec, Inc.** and **FHA Consulting Engineers** to provide needed Landscape Architecture, Geotechnical, and Surveying expertise, respectively.

Experience in Federally Funded Project Requirements and Process - Our Project Team has been involved on numerous projects involving Federally funded project requirements and processes. These projects include major roadways, parking lots, rail stations and other public works facilities. The following are among the most recent projects involving Federally funded requirements and procedures including PS&E packaging:

- Metrolink Station and Pedestrian Improvements, City of Covina
- Oxnard Transportation Center, City of Oxnard
- East Fourth Street Parking Lot, City of Oxnard



Mr. John Strickland Jr.
December 20, 2021
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Our proposal has been organized to meet the requirements required by the City and includes the following sections:

- Section 1 Introduction
- Section 2 Project Experience
- Section 3 Key Personnel
- Section 4 Understanding, Approach and Scope
- Section 5 Cost Proposal

We are excited about the possibility of serving the **City of Compton** on this project and firmly believe we have numerous benefits to offer including:

- ✓ A Proven Team with extensive Streetscape/Roadway/Crossing experience.
- ✓ A Project Manager and Team with local knowledge and City of Compton experience.
- ✓ An Experienced Project Manager with miles of roadway analysis and design experience.
- ✓ A responsive, innovative and cost-effective project approach and a reputation for quality.

We appreciate the opportunity to submit our proposal and qualifications for your consideration on this important project and look forward to your favorable reply.

Should you have any questions regarding this proposal, please contact me at (626) 820-1137.

Sincerely,

JMDdiaz, Inc.

A handwritten signature in blue ink, appearing to read "Juan M. Diaz", is written over the printed name and title.

Juan M. Diaz, MBA, PE
President/CEO

Enclosures



1. INTRODUCTION

JMDiaz, Inc. (JMD), a California corporation, offers a full range of transportation planning and civil engineering covering highways, roadways, land development, traffic and rail projects for local agencies, schools, railroads and private entities in California.

Originally founded and 100% owned by Juan M. Diaz in 2001, JMD serves clients from its offices in the City of Industry, Anaheim and San Diego, California. Currently, JMD has a staff of 26 professionals and administrative staff.

Through the proven experience of its professionals and technical staff, JMD has earned a reputation of quality, commitment and responsiveness by providing innovative and timely design solutions on projects sponsored by private developers and public agencies. JMD's reputation is complemented by its values and commitment to improve quality of life as expressed in its mission statement:

"To provide responsive, innovative and effective solutions that improve quality of life."

In addition to its comprehensive qualifications, JMD is also certified with local agencies as a:

- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Community Business Enterprise (CBE)

Services

JMD offers a wide range of services covering planning, engineering and management for public and private sector clients. These services, outlined to the right, cover all phases of project development from conceptual design through construction. Such depth of services is one of JMD's unique and distinguishing characteristics that have contributed to its success.

Location

JMD is located at the address shown below.

City of Industry

18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
Phone (626) 820-1137 • Fax (626) 820-1136

Planning

- **Highways**
Project Study Reports/Project Reports/PSREs
PEERs/Fact Sheets
- **Civil**
Master Plans
Concept Design
Feasibility Studies
- **Land Development**
Master Plans
Traffic Impact Studies
- **Rail**
Rail Corridor/Feasibility Studies
Rail Safety Studies/Grade Crossing Analysis
Quiet Zones
- **Structures**
Grade Separation Feasibility Studies
- **Traffic**
Traffic Impact Studies
Warrant Analysis
Safe Route to School Studies

Engineering

- **Highway/Roadway Design**
Mainlines/Ramps/Interchanges
Roadway Rehabilitation/Streetscapes
Bikeways/Trails
- **Land Development**
Residential/Commercial Sites
Campus Expansions/Master Plans
- **Rail Design (Light, Commuter & Freight)**
Mainline/Industry/Shoofly Alignment
Grade Crossings/Stations/Quiet Zones
- **Structures**
Rail/Highway Grade Separations
Pedestrian Bridges
- **Traffic/Transit Design**
Signing and Striping
Traffic Signals/Lighting/Traffic Control/CCTV
Bus Rapid Transit Corridors/Stations

Management

- **Project Management**
- **Program Management**
- **Construction Management**



Subconsultants



Role: Landscape Architecture

MIG, Inc., founded in 1982, is a multidisciplinary firm that specializes in urban planning and design, public outreach, consensus building and facilitation, and communications. The firm offers a full range of services, including master planning, site planning, streetscape design, zoning, conceptual design, transit-oriented development planning, and policy planning. MIG's work is characterized by a dedication to quality, a flexible approach, creativity in planning and design, and a commitment to completing projects on time and within budget. The firm has worked extensively with public agencies and municipalities in California, nationally and internationally on design and planning for future change.

The diversity of the MIG staff of 160 provides a base of knowledge that bridges technical expertise and values, and facilitates the exchange of information among all parties engaged in the planning process. Staff backgrounds encompass urban and regional planning, urban design, strategic planning, public participation, higher education planning, environmental design and research, landscape architecture, communications, graphic design, and public policy.

MIG's unique combination of planning and design expertise allows them to conduct technical planning in a highly interactive process involving all constituent groups. This process generates a clear and collective vision of development and growth in a dynamic, yet stable environment. Through MIG's participatory planning and design process, client goals and community interests work together to frame key issues. Plans created through this approach enjoy broad-based support and are readily implemented.

Geo-Advantec Inc.

Role: Geotechnical

Geo-Advantec, Inc. (GAI), provides a full range of responsive and quality geotechnical engineering, materials testing, and inspection services for all phases of projects from conceptual design through construction. The principals of the company have

worked for more than 30 years each in the industry. Their philosophy is to provide the highest quality services to clients. Therefore, they have assembled a team of highly experienced and specialized engineers and geologists who have worked on a variety of projects nationwide and worldwide. They assure the highest level of practice standards to maintain client trust through providing accurate analyses and informed recommendations.

Currently, GAI has a team of more than 25 registered civil and geotechnical engineers, geologists, field and laboratory technicians, and in-house special soil inspectors. The team has a wide range of skills on public and private sector projects including educational and municipal buildings, roadways and transportation related structures, public infrastructure facilities, pavement rehabilitation projects, utility lines, commercial, and industrial facilities and structures throughout Southern California. During the past three years, Geo-Advantec has completed more than \$3 Million worth of geotechnical engineering and testing/inspection contracts for different cities, municipalities, and public projects during the past three years. GAI's principal engineers and inspectors have worked effectively on state and federally funded projects in California in the past two decades.

GAI's proposed key personnel assigned to City contracts has worked successfully on numerous new pavement, pavement rehabilitation, retrofit projects such as FDR (full depth reclamation), underground utilities, public parking structures and building, park facilities, and traffic signals projects for cities throughout Southern California.



Role: Surveying and ROW Engineering (Optional)

FHA Consulting Engineers, is a small and well established civil engineering firm offering professional land surveying and mapping services throughout California. FHA applies state-of-the-art land surveying techniques and instruments to produce high quality products that can be relied on for further use by its public sectors and private clients. FHA was established in January 2003 in Orange County, California and its main office is located in the City of Irvine.



2. PROJECT EXPERIENCE

The JMD Team has prepared preliminary and final design for miles of highways, arterials and truckways as well as hundreds of rail crossings and grade separations for local Cities and Counties in Southern California. In Compton, JMD has performed design for over 10 miles of local arterials and streets. The JMD Team's related project experience is briefly described below.

On-Call Pavement Design Services, CDBG No. 13-01 City of Compton

JMD is providing pavement design services to the City of Compton on an on-call basis as part of the City Community Development Block Grant (CDBG) program. Project tasks include engineering review, design and recommended services to achieve rehabilitation of City identified streets, and the services shall also include the development and preparation of the necessary construction documents to affect the proposed street improvements. An engineer's estimate was also prepared to assist the City with implementation of its Capital Improvement Program.



Client: City of Compton
Reference: Mr. Glen W.C. Kau
1315 Valley Drive
Hermosa Beach, CA 90254
(310) 318-0238 Tel.
gkau@hermosabch.org
Duration: 2013 - 2014
Design Fee: \$16,000
Construction: \$1,610,000 (est.)
Personnel: J.Diaz, S.Itagaki, G.Andrade, A.Abad
Team: JMDiaz, Inc. (Prime)

2014 Street Resurfacing Project, CIP 14-01 City of Compton

JMD provided pavement resurfacing for 65 streets in the City of Compton. Tasks included installation of slurry seal, cape seal, ADA access ramps, speed humps and AC pavement, curb and gutter, driveway, and sidewalk removal and replacement as well as signing and striping.



Client: City of Compton
Reference: Mr. Glen W.C. Kau
1315 Valley Drive
Hermosa Beach, CA 90254
(310) 318-0238 Tel.
gkau@hermosabch.org
Duration: June, 2014 - October, 2014
Design Fee: \$80,000
Construction: \$2,100,000
Personnel: J.Diaz, A.Abad, S.Yazdi
Team: JMDiaz, Inc. (Prime)

Central Avenue Street Corridor Transportation Study & Conceptual Design Plans, City of Compton

JMD, along with subconsultant **MIG, Inc.**, prepared a Transportation Study/PSRE to seek local, State and Federal transportation funds for the improvement of Central Avenue Corridor between Artesia Boulevard and El Segundo Boulevard in the City of Compton. This Transportation Study/PSRE and Conceptual Plans, considered Phase I of the project, will allow the City to evaluate transportation needs in the key corridor and provide base conceptual engineering plans for the redesign of the corridor focusing on a safe, sustainable, integrated and efficient transportation system. JMD developed three alternatives which



consider conventional, complete and green street elements to best address local access and circulation needs on Central Avenue. Such mix of alternatives also increased the likelihood of obtaining project funding. The ultimate recommendation consisted of a combination complete and green street concept which provides a Class IV protected bikeway to address safety issues related to unsafe crossings including school crossings.



Client: City of Compton
Reference: Mr. Glen W.C. Kau
1315 Valley Drive
Hermosa Beach, CA 90254
(310) 318-0238 Tel.
gkau@hermosabch.org
Duration: 2014-2015
Design Fee: \$260,000
Personnel: J.Diaz, S.Itagaki, A.Abad
Team: JMDiaz, Inc. (Prime)
MIG, Inc. - Landscaping

Central Avenue Rehabilitation, Phases 1 and 2 City of Compton

JMD, along with subconsultant **FHA Consulting Engineers**, is currently providing **pavement design services** to the City of Compton for the rehabilitation of Central Avenue between 131st Street and Compton Boulevard (Phase 1) as well as between Compton Boulevard and Memorial Park Cemeteries (Phase 2). Tasks include engineering review, pavement design, preparation of plans, specifications and estimates as well as design support during construction.



Client: City of Compton
Reference: Mr. John Strickland, Project Manager
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5505 Tel.
jstrickland@comptoncity.org
Duration: 2015-Present
Personnel: J. Diaz, A. Abad
Team: JMDiaz, Inc. (Prime)
FHA Consulting Engineers - Survey

Telegraph Road Rehabilitation City of Commerce

JMD is currently preparing preliminary and final design plans for the rehabilitation of Telegraph Road, between Atlantic Boulevard and the Rio Hondo Channel (approximately 3 miles) in the City of Commerce. Rehabilitation improvements include street reconstruction and resurfacing. In addition, the project includes surface improvements at the Los Nietos Subdivision, a Union Pacific Railroad (UPRR) grade crossing, towards the east end of the project. JMD is responsible for developing roadway, "hot spot" intersection, grade crossing, signing and striping and traffic control plans for the City but including Caltrans due to the proximity to I-5. Close coordination with Metro (funding), Caltrans, UPRR and the California Public Utilities Commission (CPUC) is an important element of the project.

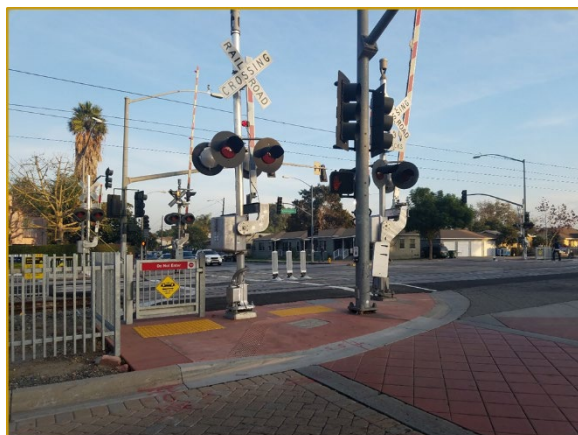




Client: City of Commerce
Reference: Mr. Wendell Johnson, PE
 205 South Willowbrook Avenue
 Compton, CA 90220
 (562) 279-6878 Tel.
wjohnson@comptoncity.org
Duration: 2013 - Ongoing
Design Fee: \$109,725
Const. Cost: \$1,220,000 (est.)
Personnel: J.Diaz, S. Itagaki, G. Andrade
Team: JMDiaz, Inc. (Prime)

Metro Blue Line Pedestrian Swing Gate Installation City of Compton

JMD reviewed the design plans for the installation of pedestrian gates along Metro's Long Beach Blue Line. JMD's review included compliance with CPUC, Metro, UPRR and ADA standards and/or requirements. Close coordination with Metro and former Compton Public Works Director, Glen W. C. Kau was also provided.



Client: City of Compton
Reference: Mr. Glen W.C. Kau
 1315 Valley Drive
 Hermosa Beach, CA 90254
 (310) 318-0238 Tel.
gkau@hermosabch.org
Duration: 2014-2015
Personnel: J.Diaz, S.Itagaki, G.Andrade
Team: JMDiaz, Inc. (Prime)

2013-2014 Great Streets Improvements Project City of San Gabriel

JMD provided design and construction management/inspection services to the City of San Gabriel for various high priority projects citywide. Proposed streets for rehabilitation include Fairview Avenue, North Circle Drive, South Circle Drive, Abbot Avenue, W. Chestnut Avenue, Alley (North), Alley

(South), Bradbury Drive, N. Mission Drive and W. Sycamore Drive.



Client: City of San Gabriel
Reference: Mr. Daren Grilley
 Public Works Director/City Engineer
 917 East Grand Avenue
 San Gabriel, CA 91776
 (626) 308-2825
dgrilley@sqch.org
Duration: 2013-2014
Design Fee: \$165,000 (est.)
Personnel: J.Diaz, S.Itagaki
Team: JMDiaz, Inc. (Prime)

Commuter Bikeway Project City of El Segundo

JMD prepared preliminary and final design, of new commuter bikeways (Class I, II and III) along four streets in the City of El Segundo. The four priority bikeway corridors were:

- Class I – Metro's Harbor Subdivision adjacent to Aviation Boulevard, from Imperial Highway to Rosecrans Avenue.
- Class II and III – Douglas Street, from Imperial Highway to Rosecrans Avenue.
- Class II – Nash Street, from Imperial Highway to El Segundo Boulevard.
- Class II – El Segundo Boulevard, from Aviation Boulevard to Sepulveda Boulevard.

The new bikeways will serve as attractive and viable commuter alternatives for employees and visitors of El Segundo's commercial and industrial centers. The bikeways will also link El Segundo destinations and employment centers to the regional transit system (i.e. Crenshaw LRT and Green Line).



Client: City of El Segundo
Reference: Ms. Stephanie Katsouleas
 Director of Public Works
 1400 Highland Avenue
 Manhattan Beach, CA 90266
 (310) 802-5000 Tel.
skatsouleas@citymb.info
Cost (Eng): \$150,000
Cost (Const): \$1.5M
Duration (Eng): 2014-2016
Personnel: J.Diaz, S.Itagaki, A.Abad, G.Andrade
Team: JMDiaz, Inc. (Prime)

Yorba Linda Landscape and Maintenance Assessment District Landscape Transition Design, City of Yorba Linda

MIG, Inc. worked with the City of Yorba Linda on developing transition landscape plans for their medians, parkways and side slope areas that are part of the Landscape Maintenance Assessment District. Working closely with the Public Works Director and Maintenance Manager, MIG has prepared conceptual re-landscaping plans for three prominent demonstration sites that occur along major arterial streets for the community's review and approval. In addition, MIG prepared alternative conceptual landscape plans for typical medians, parkways, lower slopes, upper slopes, greenbelts and fallow areas. With over 400 acres of community landscapes, the City is looking for a measured approach that can be promptly implemented in phases to replace their urgent irrigation shutoff and mulch approach which was taken to significantly reduce the City's water demands. MIG has also been contracted to perform public outreach services to engage the community in the design process and help to reshape landscape goals into more sustainable solutions that the community can support.

Rather than spend a large part of the budget on construction document design, the City has commissioned MIG to create a variety of drought tolerant landscape plan prototypes that the City can select and bid with detailed performance specifications for targeted implementation by experienced landscape contractors. This creative approach to construction is a rather bold step to have more flexibility and resource accountability in this new regenerative, "watershed-based" landscape design.



Client: City of Yorba Linda
Reference: Mr. Michael Wolfe, Public Works Director
 4845 Casa Loma Avenue
 Yorba Linda, CA 92886
 (714) 961-7175 Tel.
mwolfe@yorba-linda.org
Personnel: S.Lang
Team: MIG, Inc. (Prime)

Commerce Way and Sheila Street Connectivity and Beautification Project, City of Commerce

JMD and subconsultants **Geo-Advantec, Inc.** and **FHA Consulting Engineers** are currently developing preliminary and final design for a Beautification Project on Commerce Way from Eastern Avenue to Washington Boulevard. The project includes roadway rehabilitation, signage, striping, landscaping and lighting improvements. Two BNSF grade crossings are being eliminated thus requiring coordination with BNSF and CPUC staff. The project is an important part of the City's complete streets strategy designed to provide community amenities, such as pedestrian linkages and bikeways to local parks and City Hall.



Client: City of Compton
Reference: Mr. Fred Alamolhoda
LAE Associates
650 N. Rose Drive, # 182
Placentia, CA 92870
(714) 793-2840 Tel.
freda@laeassociates.com
Team: Geo-Advantec, Inc. - Landscaping

Imperial Highway Rehabilitation, Median Landscaping, and Traffic Signal Modifications, City of La Mirada

FHA Consulting Engineers prepared PS&E documents for pavement rehabilitation and overlay, pavement removal and reconstruction, raised median construction, median landscaping and installation of new irrigation system on two segments of Imperial highway between Downey Avenue and the West City Limit and between Bellflower Boulevard and East City Limit. The work included field walk and field measurements, preparation of base map, assessment of pavement conditions for selection of a suitable method of rehabilitation of existing deteriorated pavement. Identified damaged, raised, or sunken curb and gutter, cross gutter and developed solutions to improve drainage, sidewalk, ADA curb access ramps, and driveway. Prepared plans for replacing metal pipes (CMP) with RCP, utility adjustments, demolition and revamp of concrete facilities and assisted in providing construction support during construction and utility adjustments, median landscaping and irrigation system demolition and revamp, installation of SWPPP filters and implementation of post construction BMP.



Client: City of Commerce
Reference: Ms. Maryam Babaki
Director of Public Works
2535 Commerce Way
Commerce, CA 90040
(323) 722-4805 x2337 Tel.
mbabaki@ci.commerce.ca.us
Cost (Eng): \$80,000
Cost (Const): \$1.1M
Duration (Eng): 2017-2018
Personnel: J.Diaz, S.Itagaki, A.Abad
Team: JMDiaz, Inc. (Prime)
Geo-Advantec, Inc. - Landscaping
FHA Consulting Engineers - Survey

Geotechnical Testing and Inspection Services for Wilmington Avenue, City of Compton

Geo-Advantec, Inc. performed as the testing laboratory for the project and work comprised of providing field and batch plant inspection for RHMA, testing and inspection of the subgrade and sampling and testing of concrete. The project involved repaving of Wilmington Avenue, which included both grinding 4 inches of the existing A.C. pavement and replacing with 2 inches of rubberized asphalt over 2 inches of asphalt base. The project also included the removal and replacement of existing curb and gutter, sidewalks, the construction of four new cross gutters and the construction of 29 new ADA ramps.



3. KEY PERSONNEL

Project Team

The JMD Team, illustrated below, is composed of highly qualified staff with local City of Compton knowledge and experience and which specialize in streetscape, roadway, traffic, rail, transit and highway engineering projects. Each member of the team has produced streetscape, roadway, grade crossing, utility, traffic signal, signing and striping, traffic control and street lighting projects for a variety of clients and in AutoCAD and MicroStation digital platforms. The Project Team has StreetSaver and Micro Paver software experience. Resumes of our key personnel, illustrated below, are included on the following pages.

Organization Chart





4. UNDERSTANDING, APPROACH AND SCOPE

Project Understanding

The City of Compton, who maintains approximately 173 centerline miles of pavement within the City limits, has secured Highway Safety Improvement Program (HSIP) funds to reconstruct Compton Boulevard, within City boundaries. The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads.

The proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised median islands, adding Class II bicycle lanes and enhancing pedestrian crossings, as well as improving some parkways, sidewalks and curb ramps which do not meet ADA standards.

The City applied and obtained an HSIP Cycle 7 and Cycle 8 grants. Cycle 7 covers the installation of raised medians and Class II bicycle lanes along Compton Boulevard, from Willowbrook Avenue to the eastern City limits. Cycle 8 addresses systemic issues along the Compton Boulevard Corridor by installing bicycle lanes and lighting along Compton Boulevard from Willowbrook Avenue as well as enhancing pedestrian crossings at 15 intersections.

The City is, therefore, procuring the services of a qualified consultant that can provide professional engineering design services in a responsive, cost effective and timely manner. The selected consultant may ultimately provide review, professional design and estimate, and engineering services for the development and preparation of construction documents.

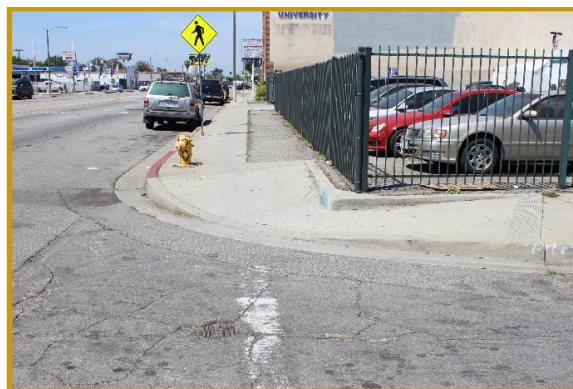
JMD has extensive experience developing PS&E design for local arterials in the City of Compton and throughout Southern California. Such projects include roadway rehabilitation, safety enhancements, beautification and widening projects requiring roadway improvement, grade crossing, traffic signal installation/modification, traffic signal interconnect, street lighting, signing and striping, and worksite traffic control plans. Some of these projects include conventional, complete and green street elements designed to improve transportation access and circulation in a sustainable and well-funded manner.

JMD anticipates enhancing safety by implementing applicable conventional and complete street elements, illustrated on the following page, to best address local access and circulation needs on Compton Boulevard. Green street elements are less likely due to the safety focus of funding grants obtained. JMD has performed similar services on Central Avenue in the City of Compton and is uniquely qualified and experienced to develop a regionally significant, safe, multimodal, aesthetically pleasing and sustainable corridor on Compton Boulevard to meet current Federal funding.

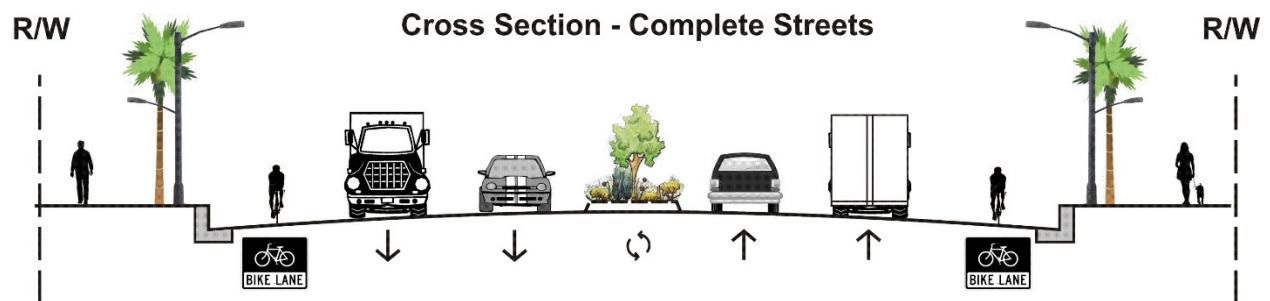
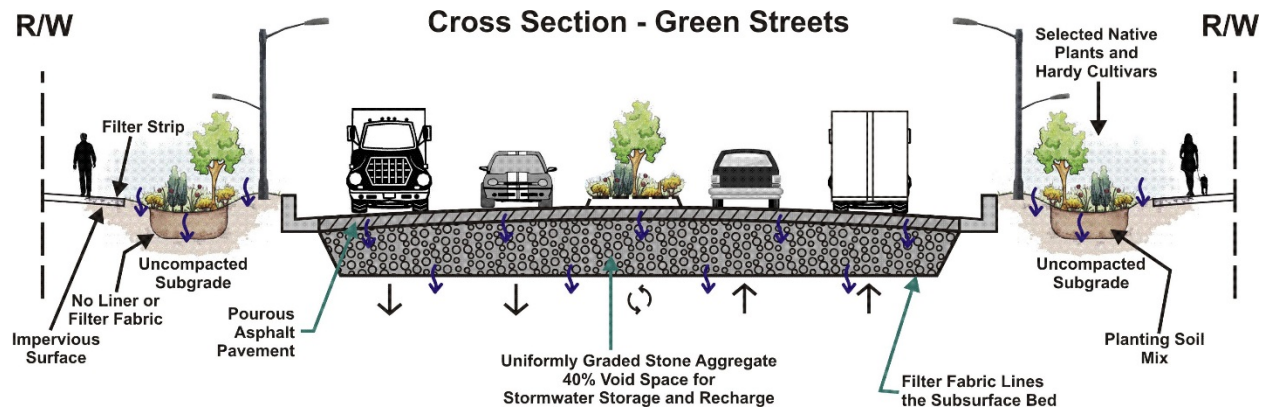
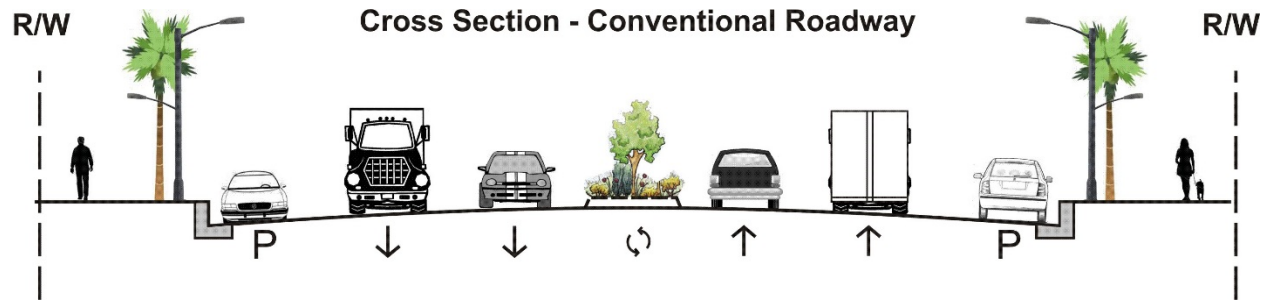
Key Issues

The JMD Team has carefully reviewed the subject RFP requirements, complemented by field reviews and local knowledge, and has identified key issues to be addressed for the project. Key issues are briefly discussed below.

ADA

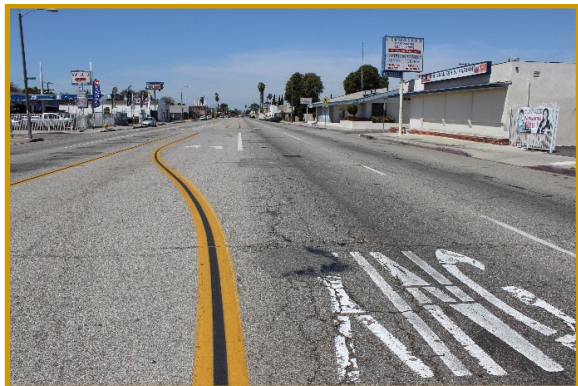


Compton Boulevard has curb ramps and sidewalks, which do not fully meet Americans with Disabilities Act (ADA) requirements. To comply, proposed improvements will require that curb ramps be provided at all intersections being modified as well as midblock crossings where pedestrian access is legally provided. Consequently, careful review and identification of effective solutions will be required where existing sidewalk widths do not currently meet ADA criteria, particularly where traffic signal or lighting equipment prevents meeting ADA walkway requirements. JMD's traffic engineering staff have developed creative and innovative solutions to address unique design constraints.





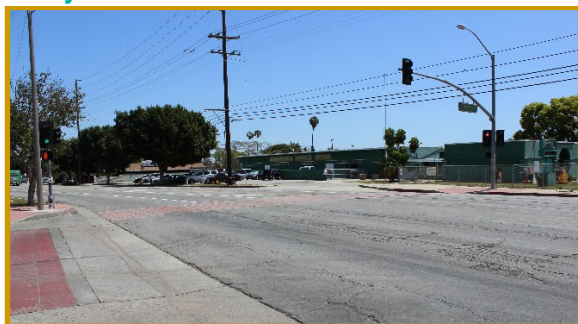
Access and Circulation



Access and circulation are vital elements to any City which serves local and regional traffic. Compton Boulevard is a perfect example which serves local businesses, commercial centers as well as regional commuter and goods movement traffic. Such conditions and needs require careful planning of the proposed Compton Boulevard Street Design Services project to avoid local and regional impacts.

JMD is uniquely qualified to assist the City in planning and designing such construction as a result of its local knowledge, history and Compton project experience which includes the design of local streets, CDBG improvements and regional projects such as the Long Beach (Blue Line) Light Rail Transit Project which included the Rosecrans Avenue Overpass.

Safety



Compton Boulevard is a primary east-west corridor which carries a large volume of vehicles and has numerous crosswalks without stop signs. JMD has experience identifying high risk locations and reducing risk by either improving visibility, shortening crosswalk lengths, adding bulb-outs as well as providing signage, lighting or a combination of these methods to ensure pedestrian safety crossing Compton Boulevard.

Right of Way



Accurate right of way boundaries are essential due to the high cost of acquiring right of way. In the case of Compton Boulevard, avoiding right of way acquisition will be important especially when considering the modification of curb ramps which currently do not have the required landing at the top of ramps. JMD staff are highly experienced in working with local agencies to avoid costly right of way acquisition associated with providing ADA compliant curb ramps and sidewalk.

Drainage/Utilities



Compton Boulevard has various locations involving drainage (ponding) and utility conflicts. Drainage in Compton is a significant challenge to the extremely flat (near 0%) grades on City streets. In addition, the presence of overhead and underground utilities will require careful coordination to minimize conflicts and avoid relocation as much as possible. Some of these utilities may require protection, relocation or removal. In addition, these utilities may require exposure and permanent support during construction.

The JMD Team has experience designing improvements involving a vast number of utilities and will provide timely coordination to avoid unnecessary and costly utility conflicts. We will coordinate required utility work with the City and the various utility owners and be proactive at the beginning of the project in



obtaining accurate utility data for necessary notifications, reviews and processing requirements.

Existing Pavement



Existing asphalt and concrete pavement within Compton Boulevard shows varying degrees of rehabilitation needs. In fact, JMD has the City's Pavement Condition Index (PCI) Report covering citywide street segments which indicates that Compton Boulevard has a very poor average PCI of 27 at Central Avenue.

JMD has unique solutions (e.g., Full Depth Reclamation) to maximize pavement rehabilitation investments by local agencies for arterials with asphalt and concrete pavement. In fact, JMD designed the reconstruction (i.e., relying on FDR) of nearly two miles of roadway along Central Avenue, within the City of Compton, containing asphalt concrete and concrete pavement and extending perpendicular to Compton Boulevard.

Base Mapping

An accurate representation of existing conditions is critical to providing a design that is constructible. Attention to detail during the collection of base data will result in minimal changes during the construction phase. Coordination of new work with existing improvements becomes critical in providing a seamless project. In an urban environment there are many existing improvements such as pull boxes, meter vaults, catch basins, existing landscaping, driveways, hardscape and other small improvements that can cause significant problems during construction if not addressed during the design phase. Our base plan preparation efforts, which include field walks before the preliminary and final plan submittal phases, will minimize potential for oversight in this area. Any potential conflicts will be identified upfront and discussed with City staff early for timely resolution.

Existing Landscaping



Existing landscaping and hardscape elements along Compton Boulevard will need to be evaluated and addressed to eliminate sidewalk panel uplifting conditions caused by major tree roots. In addition, sustainable and aesthetically pleasing landscaping that fits within the City's preferred corridor cross section for Compton Boulevard will be developed to provide the City of Compton with a corridor that meets current trends with conventional and complete street amenities, as appropriate.

Traffic Control During Construction



Commuter, commercial and truck traffic volumes along Compton Boulevard will require providing adequate traffic control during construction via alternative roadway facilities, such as parallel streets with adequate capacity to handle a portion of displaced traffic during construction.

Responsiveness

The City's workload and schedule will require immediate responsiveness by JMD to ensure that the project schedule is maintained. JMD will provide such responsiveness by providing a Project Manager who understands the critical path in the roadway design



process and has the working relationships with the key decision makers at the City, County, Caltrans, LACMTA, UPRR, ACTA and CPUC to streamline project development activities.

JMD believes that the success of this project will depend upon adequately addressing these key issues during preparation of the preliminary and final submittal package.

Approach

JMD's approach is to be **Service-Oriented** and keep the City informed throughout the project. We will meet with City staff first to verify the City's expectations for the project and our proposed scope, schedule and process.

Once we are issued a Notice to Proceed for each phase, we will begin three initial tasks including: 1) collection of existing conditions via field reviews and photo logging of existing conditions; 2) letters of notification will be sent to impacted utility owners requesting verification of existing facilities and proposed improvements; 3) preparation of a preliminary base map which will be utilized to develop and validate an understanding of the conceptual plans and for use as the base plan sheets for the plan preparation. JMD will present the base map to the City during a brief job walk to identify existing constraints and define or adjust the proposed improvements. The purpose of this jobwalk will be to make adjustments in the phasing and to verify and finalize the specific improvements to be designed based on the availability of project funding.

After approval of the base mapping and conceptual/preliminary plan sheets by the City, JMD will proceed with preparation of the final improvement plans for each respective phase when authorized to proceed by the City. Plans will be prepared to include title sheet, typical sections and details, roadway, grade crossing, signing and striping, street lighting, traffic control, landscape, irrigation and storm water pollution protection plans, as appropriate. JMD will prepare the bid item list and opinion of probable construction cost. JMD will process the submittal packages with the City for approval.

All plans will be delivered to the City in CAD format along with a CD for future use by the City. Specifications, bid items and construction cost estimates will be prepared using electronic word

processing (MS Word) and spreadsheet (MS Excel) formats.

JMD will utilize existing information available from previous plans, studies, reports, investigations and analyses as a basis to begin any design work. This information will be augmented and updated, where required. Because they are typically on a project schedule's critical path and may require substantial lead time, the following tasks will begin immediately upon receipt of Notice to Proceed:

- Research and Data Collection
- Utility Identification and Coordination
- Identification of Right-of-Way Requirements

JMD will meet with City staff responsible for review of design elements of the 30%, 60%, 90% and 100% plans as we are working on them. Draft copies of this work will be submitted for significant work items before the milestone submittal date with a follow-up meeting to solicit input. This early coordination gives us a clear understanding of what the reviewers expect while giving the reviewers a preview of what will be submitted before the actual submittal is made.

Design of transportation improvements on existing facilities in typically highly urban setting presents some unique issues and requires experienced design techniques. Such issues may include:

- Utility location/relocation
- Existing conditions and compliance with current standards (Knowing when to upgrade existing facilities to current design standards and that impact on the project schedule and costs)
- Construction staging and traffic control

Based on our past experience, we understand the complexity of retrofitting existing transportation facilities while maintaining basic services, traffic flow and minimizing impacts to roadway improvement projects.

We believe that the success of any project will depend upon adequately addressing key issues during the project development process and preparation of the preliminary and final plans and estimates package. Once the preliminary phase work tasks have been



completed, reviewed and approved by the City, JMD will incorporate comments and begin work on the final design phase, which includes the preparation of final plans, specifications and estimate.

Scope of Work

Our proposed scope of work has been specified as follows:

Phase 0 – Project Initiation and Management

Task I-1 – Project Administration, Coordination and Meetings

The JMD Team will meet with City staff and confirm the project scope, establish key communication personnel, refine time schedules and finalize design criteria. After review of the process to be followed, agreement on the design concept and schedule will be reached. This will avoid confusion and delays later in the project development process and facilitate timely review and approval of submittals.

Meetings between the City and JMD will be held to keep all parties informed, resolve issues and successfully complete the project. Written progress reports will be prepared monthly to assess project progress, identify issues and outline planned work tasks and submittals. A monthly schedule, in MS Project, will also be provided.

Coordination meetings with City staff will include agencies such as Los Angeles County to provide sufficient advance notification prior to the commencement of construction activities.

This task assumes up to one (1) kickoff meeting and five (5) coordination meetings.

Deliverable(s): Project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices.

Phase 1 – Preliminary Design (30%)

Task I-2 – Research/Data Collection/Utility Coordination

JMD will obtain documentation available from the City and/or County records pertaining to this project. We will assemble, sort and review existing available information on the project area, including "as-built" plans, maps, studies, existing right-of-way and utility information in order to become familiar with the project,

ascertain the completeness and accuracy of available information and determine additional information requirements. Although not anticipated, JMD can assist in coordinating any easement documents for any traffic signal equipment that may be located on private property. Field reviews will be performed, as necessary, to verify that existing information is correct or to identify existing facilities unavailable during research.

Due to the straightforward nature of the project, field review(s) for the project could consist of the following:

- The project site will be field inventoried to determine proposed locations of signal equipment, signing and striping adjacent to the intersection, right-of-way, curb and gutter, sidewalk and miscellaneous topographic features. City and County right of way boundaries will be identified, if any. This inventory will also identify potential utility conflicts.
- Any recommended additions or deletions to the project will be developed at this time. A recommendation will be made regarding improvements necessary to achieve the City's objectives.
- After determination of the desired objectives for the roadway improvements, affected agencies will be contacted regarding specific requirements that they have and also if they have committed to related improvements which would be implemented within the time frame of the City's project. Any concurrent projects encountered will be identified.

JMD will coordinate with utility companies involved to identify existing underground and overhead utility lines that may interfere with the proposed improvements. JMD will send a preliminary notice to each utility company with facilities in each project area. The notices will request plans for any existing or planned improvements, prior rights information and, if required, a preliminary cost estimate and schedule for each company for any required relocation. JMD will also review the information obtained from the City and utility companies and make recommendations of the locations for underground investigations, including potholing, to determine utility locations and depth. This task assumes three (3) pothole locations.



Task I-3 – Geotechnical Analysis/Report

JMD's geotechnical subconsultant, Geo-Advantec, Inc., will conduct geotechnical investigations specific to Compton Boulevard, between North Willowbrook Avenue and Long Beach Boulevard, and prepare a geotechnical report documenting project findings. This segment needs analysis to address pavement improvements conducted by the City. The report will yield an R-value that will allow JMD to determine the appropriate Traffic Index and subsequent pavement structural section for Compton Boulevard.

Task I-4 – Surveying

JMD's surveying subconsultant, FHA Consulting (FHA), will perform the following tasks for the Compton Boulevard segment between N. Willowbrook Avenue and Long Beach Boulevard:

- Perform design surveys in the field along Compton Boulevard from westerly to easterly City Limit lines, all with cross sections every 50 feet.
- Provide AutoCAD .dwg digital file of survey points including break lines.

Utilizing the survey data and base mapping provided by FHA, JMD will prepare base plans for the project.

Task I-5 – Pavement Engineering/Traffic Index Calculations (Not Included – See HSIP Scope)

As an optional task, JMD may conduct pavement engineering to determine the optimal pavement section(s) for Compton Boulevard. Determining the most appropriate and economical pavement rehabilitation strategy for the roadway pavement is not always as simple as it sometimes seems. Each project of this type has its own unique characteristics and potential pitfalls. From a technical standpoint, determining the thickness of a structural section based on the R-value and Traffic Index (TI) is a straight forward process. However, determining the best pavement rehabilitating approach is based on a combination of factors including economical (project cost vs. benefit), practical (desired life cycle, constructability, urban set up) and even political factors.

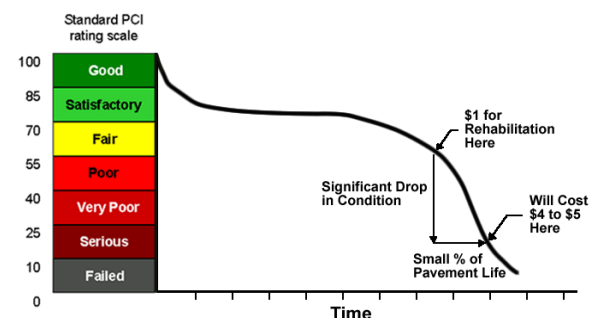
It has typically been JMD's experience that the design of the final pavement rehabilitation strategy requires a detailed review of the Geotechnical Report. Due to our extensive experience in pavement rehabilitation projects, evaluating and considering refinements to the general recommendations in the Geotechnical Report

is one of JMD's specialties. As a result, we will develop the **"Best Fit"** and most cost-effective rehabilitation strategy for the City to consider for this project.

The rehabilitation strategy will be based on the information contained in the pavement evaluation/geotechnical report prepared by our geotechnical subconsultant. This report will consider subsurface and surface conditions and properties to evaluate existing pavement and make general recommendations for rehabilitation.

JMD's pavement engineering approach to this project is to provide comprehensive yet efficient investigations so that cost effective pavement rehabilitation methods are achieved. As such, a field mapping/survey of the entire pavement surface within the subject streets will be performed for the purpose of identifying areas of distress, degree of distress to allow categorizing the street areas so that appropriate subsurface investigations can be implemented.

The investigation will identify areas of variable distress based on field survey/observations. Based on past experience and an initial site visit of the streets, three categories of pavement distress are anticipated and the corresponding economical rehabilitation measures are described as follows in accordance with the PCI graph below:



Category 1: Fair/Good Pavement Condition

This category is generally assigned to street pavement sections that appear to be in fair-good condition with minimal or more distress related cracks and adequate pavement section. Pavement rehabilitation for this category may include:

- 1.5" of AC overlay
- Cape sealing
- Slurry sealing
- Localized R&R (minimum)



Category 2: Poor Pavement Condition

This category is generally assigned to street sections with acceptable subgrade conditions while pavement surface is characterized with severe alligator cracks and poor ride quality. Depending on actual AC thickness for each section, pavement rehabilitation for this category may include:

- 2.0"-3.0" of mill and overlay (HMA or ARHM) to meet required life span
- Stress Absorbing Membrane Interlayer (SAMI)
- Localized R&R

Category 3: Failed/Very Poor Pavement Condition

This category is generally assigned to pavement sections with severe alligator cracking and pavement failure caused primarily by subgrade/base failure. Depending on existing AC/AB thicknesses for each section, pavement rehabilitation for this category may include:

- Complete removal of existing pavement and placement of new 20-year service life pavement section on top of properly prepared/treated subgrade
- Pulverize existing AC/AB and, if necessary, remove subgrade to a depth sufficient to allow for placement of a new HMA layer on top of the properly pulverized and/or cement treated AB and properly compacted subgrade

Pavement evaluation and design will be generally in accordance with Caltrans Highway Design Manual and applicable City standards.

Existing conditions to be considered during design include:

- Existing subgrade properties, especially the presence of clayey soils
- Excessive subgrade moisture due to natural causes or excessive irrigation runoff by local homeowners
- Existing AC thickness
- Required structural sections or overlay thickness
- Extent of failed areas
- Pavement cross falls

- Existing concrete pavement conditions
- Crack treatment in overlay areas
- Construction considerations
- Consideration for using geofabrics for stabilization of soft clay or decrease reflective cracking and/or increase roadway structural section strength and bridge soft soil stratum
- Construction phasing considerations

Based on our preliminary field observations, we envision several options including the following:

1. Mill and overlay using Asphalt Rubber Hot mix (ARHM) with localized R&R where needed
2. Cold In Place Recycling (CIPR) with addition of ARHM of wearing surface
3. Full Depth Reclamation (FDR) with cement treated base

JMD will complement pavement options with designs intended to improve rideability.

JMD will develop 10-ft grids for major intersections to prevent "birdbaths" and provide smooth transition for the vehicles crossing the intersection.

JMD will present the City with viable strategies that would be recommended as alternatives for pavement upgrades using Value Engineering (cost benefit analysis) spreadsheets with detailed cost breakdowns for each strategy including comparisons based on the life span.

Task I-6 – Hydrology/Hydraulic Analysis/Report

JMD will conduct hydrology and hydraulics analyses to determine existing flow rates on Compton Boulevard as well as propose and size drainage facilities (applicable storm drain, catch basins, etc.) to handle the necessary flows in accordance with current standards. JMD will prepare a hydrology and hydraulic report for the project.

Task I-7 Landscaping Concept (Not Included – See HSIP Scope)

As an optional task, JMD's landscape architect subconsultant, MIG, Inc., will develop the landscaping



concept for Compton Boulevard that ties hardscape, lighting and site furnishings designs.

Task I-8 Community Meetings (Not Included – See HSIP Scope)

As an optional task, JMD will assist the City with community outreach efforts with local businesses and residents to inform the public. In addition, JMD will provide project notification by mail to adjacent property owners prior to construction efforts.

Meetings

JMD will attend three (3) meetings, including meetings/briefings with City Staff, Traffic Commission and City Council. The meetings will explain the purpose and need of the project as well as present design and engineering considerations. The meetings also will be a forum to obtain feedback from both stakeholders and city representatives about potential impacts and other options or variations that may be explored. Meetings will be located in surrounding schools for ease of access and a large public meeting held in the Council Chambers to present the final findings and recommendations.

Task I-8 Right of Entry (ROE) Permit Application (Not Included – See HSIP Scope)

As an optional task, JMD can prepare a Right of Entry (ROE) permit application required to allow the City and JMD Team to enter Metro, UPRR and/or ACTA railroad corridor to conduct field activities within 25 feet from the nearest track. The cost for obtaining flagging and Railroad Protective Liability Insurance (RLPI), are not included in this task.

Task I-9 Diagnostic Meetings (Not Included – See HSIP Scope)

As an optional task, JMD can schedule up to two diagnostic meetings with the City of Compton, Metro, UPRR, ACTA and CPUC to evaluate and discuss existing conditions and proposed grade crossing improvements at up to two crossings. The initial diagnostic meeting presents the preliminary design plans to all parties for the purpose of obtaining input from all rail entities prior to beginning final design efforts. The initial diagnostic meeting will confirm the basis for the proposed improvements and initiate the agency and railroad review process. This task provides two diagnostic related meetings.

Phase 2 – 60% Design

Task II-1 – Preliminary Plans

After review and approval of the detailed recommendations, JMD will prepare preliminary construction plans for the proposed roadway improvements. JMD will develop a conceptual exhibit to confirm that the proposed roadway improvements will not encroach within City or County right of way. In addition, plans will comply with the regulations and standards of the City and State of California, as applicable. The following outlines the specific details of the design plans:

Title Sheet

JMD will prepare a title sheet containing a vicinity map, general and construction notes, construction legend, list of affected utilities, a drawing list and other details covering the project limits.

Typical Sections and Detail Plans (Not Included - in Original Project)

JMD will prepare typical sections and details at appropriate scales to illustrate existing and proposed roadway and structural pavement sections as well as provide miscellaneous construction sections and details.

Roadway Improvement Plans

JMD will prepare detailed roadway plans consisting of plan and profile at a scale of 1"=20', on City title block and detailing existing and proposed roadway features and details. The roadway plans will include recommended access ramps, driveways, and sidewalk improvements.

Grade Crossing Plan (Not Included - in Original Project)

JMD will prepare a detailed grade crossing plan consisting of plan only at a scale of 1"=20', on City title block and detailing existing and proposed grade crossing protection, features and details. The grade crossing plan will be prepared for the Long Beach Blue Line crossing to comply with Metro, UPRR and CPUC requirements.

Intersection Plans

JMD will prepare detailed intersection plans at a scale of 1"=10', including intersection grids with elevations. The intersection plans will detail proposed widening and include curb ramps as well as replace colored concrete with gray concrete.



Curb Ramp Details

JMD will prepare curb ramp details at a scale of 1"=10', illustrating curb ramp modifications, tactile warning strips and landings in accordance with ADA requirements.

Storm Drain Plans and Details

JMD will prepare storm drain plans for proposed storm drain lines and catch basin improvements. The plans will consist of plan and profile and will be prepared at a scale of 1"=20' (horizontal) and 1"=4' (vertical). The plans will detail catch basin relocations.

Cross Sections (Not Included – See HSIP Scope)

JMD will prepare cross sections every 50 feet detailing proposed improvement limits and earthwork quantities.

Signing and Striping Plans (Not Included - in Original Project)

JMD will prepare detailed signing and striping plans at a scale of 1"=40' using the City-provided title block. These plans will identify existing and proposed signing and striping features including bikeway features, if any. In lieu of traffic signal modification plans, loop replacements, due to paving improvements, will be shown on signing and striping plans.

Street Lighting Plans (Not Included - in Original Project)

JMD will analyze illumination levels required and prepare street lighting plans at a scale of 1"=40' and detailing the proposed undergrounding of existing roadway lighting with standard pull boxes and light standards. Lighting plan designs will be coordinated with our landscape architect, MIG, to ensure that proposed trees do not conflict and impede illumination levels required for proposed lighting.

Traffic Staging Plans (Not Included - in Original Project)

JMD will prepare traffic staging plans, at 1"=40', for up to two construction phases for roadway segments and up to nine construction stages at major intersections.

Traffic Control Plans

JMD will prepare traffic control plans for storm drain improvements at a scale of 1"=40' for up to two construction phases for roadway segments and up to nine construction stages at major intersections.

Landscaping and Irrigation Plans

Our landscape architect subconsultant, MIG, will prepare landscaping and irrigation plans at appropriate scales to detail proposed landscaping features and

related irrigation within proposed sidewalks and raised median islands, as appropriate.

Hardscape Plans

Our landscape architect subconsultant, MIG, will prepare hardscape plans at appropriate scales to detail proposed hardscape features including street furniture and decorative paving.

Considering the City's parade route (Alameda Street to Bullis Road) and the City's interest in avoiding fully landscaped medians islands on the route, this proposal assumes 30 medians as follows:

- 10 - Fully Raised and Landscaped Medians
- 6 - Parade Route Non-Raised Medians
- 4 - Parade Intersections w/Non-Raised Medians
- 10 - Other Raised Medians w/minor improvements

Optional Drawings

The following drawings are not currently included in this proposal due to the straightforward nature of the project as confirmed with City staff. JMD, however, can prepare optional plans described below following negotiation and scope amendment with City staff.

Traffic Signal Modification Plans

JMD will prepare traffic signal modification plans for each signalized intersection modified. The traffic signal modification plans will be prepared at a scale of 1"=20' and will include equipment schedules, conductor schedules as well as detail signal equipment modifications and traffic signal loop replacement.

Traffic Signal Interconnect Plans

JMD will prepare traffic signal interconnect plans covering signalized intersections. The traffic signal interconnect plan will be prepared at a scale of 1"=40' and will include interconnected signal details.

Utility Relocation Plans

Due to the limited nature of the rehabilitation improvements, JMD has assumed that major utility relocation plans will not be necessary and are, therefore, not included in this proposal. However, JMD will identify potential conflicts, if any, with the City.

Storm Water Pollution Prevention Plans (SWPPP) - Optional

If the City prefers SWPPP be prepared by the design consultant and not the Contractor, JMD may prepare storm water pollution prevention plans for the project.



Deliverables

The following are the estimated plan sheets and related quantities for the project:

Plan Sheets	Qty
Title Sheet	1
Typical Sections and Detail Plans	-
Roadway Improvement Plans	19
Grade Crossing Plan	-
Intersection Plans	4
Curb Ramp Details	23
Storm Drain Plans and Details	18
Cross Sections	-
Signing and Striping Plans	-
Street Lighting Plans	-
Traffic Staging Plans	-
Traffic Control Plans	34
Landscaping and Irrigation Plans	4
Hardscape Plans	4
Total*	107

* Not including cross sections.

Task II-2 Notice of Intent and SWPPP Construction Booklet (Not Included – See HSIP Scope)

As an optional task, JMD can prepare a notice of intent (NOI) to be filed with the State Water Resources Control Board (SWRCB). In addition, JMD will prepare a Storm Water Pollution Prevention Plan (SWPPP) booklet designed to provide a guide for the Contractor to follow. The booklet would include items such as Best Management Practices (BMPs) to be followed for the project.

Task II-3 Construction Bid Items and Opinion of Probable Construction Cost

JMD will prepare a list of construction bid item quantities and construction cost estimates for the project elements, which will include a proposed item list, estimated quantities, and current unit cost resulting in line-item cost estimates. At the first plan check, a preliminary cost estimate will be developed for comparison with previous project budget estimates. Back-up of cost estimate calculations showing quantities and unit costs per sheet will be provided to the City for review with each submittal. During final design, JMD will prepare a final estimate to validate construction bids by contractors during the bidding process.

Tasks II-4 Specifications

JMD will prepare technical specifications and Bid Package using Greenbook format as provided by the City. JMD will provide hard copy and digital (MS Word) formatted specifications to the City. This task assumes that the City will provide boilerplate and ultimate packaging of the specifications.

Task II-5 Easement/License Coordination (Not Included – See HSIP Scope)

As an optional task, JMD can coordinate with Metro, UPRR and ACTA for the preparation of easements or licenses required for new improvements to be constructed within Metro, UPRR or ACTA property, respectively. The easements or licenses are assumed to be prepared and executed by Metro, UPRR and/or ACTA.

Task II-6 Construction and Maintenance (C&M) Agreement (Not Included – See HSIP Scope)

As an optional task, JMD can coordinate the preparation of a Construction and Maintenance (C&M) agreement defining the roles and responsibilities of the City, Metro, UPRR and/or ACTA, if any. The C&M agreement will define payment responsibilities for construction of the grade crossing improvements and require an estimate for railroad signal improvements to be prepared by Metro and/or ACTA.

Task II-7 CPUC Application (Not Included – See HSIP Scope)

As an optional task, JMD can prepare one (1) application to be submitted to the CPUC for the proposed grade crossing modifications. There are two types of applications that can be prepared depending on the extent of the improvements. The preparation of a CPUC application would cover the ultimate (i.e., permanent) improvements and not interim improvements during construction.

Due to the proposed improvements, this task assumes a General Order 88B (i.e., GO 88B) application will be required. The application will include exhibits detailing the proposed crossing protection and improvements.

Phase 3– 90% Design

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

JMD will address and incorporate review comments provided by the City departments for the project. We anticipate a submittal of six (6) sets of plans (hard copies and digital pdf) for each submittal to the City for



review. Separate plan sets will be submitted to utility agencies for review and comment.

Phase 4 – Final (100%) Design

Task IV-1 – Address/Incorporate Comments and Prepare Final Submittal

JMD will address and incorporate review comments provided by the City departments for the project.

JMD will submit sealed original ink on mylar plan sheets and digital engineering plans and drawings on CDs in CAD format; sealed original hard copy and CD in MS Word and Excel format of the bid items, cost estimates, calculations and notes generated by the project.

The following are the proposed deliverables:

1. One (1) set of original plans on 24"x36" mylar sheets, two (2) sets of reproducible half size plans, and one (1) set of specifications, construction bid items and cost estimates.
2. Digital files of final documents in AutoCAD, MS Word and Excel format.

Phase 5 – Post Design

Task V-1 – Bidding and Preconstruction Assistance (Not Included – See HSIP Scope)

JMD will assist in answering questions regarding omissions or conflicts in the design during the bidding process, pre-bid meeting and preconstruction meeting. This task includes the preparation of minutes and addenda regarding omissions or conflicts in the design as well as answering questions, in writing, during the

bid process. JMD will verify and evaluate bids, including accuracy/quality checks as well as provide input to the recommended lowest bidder for contract award. This task assumes two (2) meetings.

Task V-2 – Design Support During Construction

JMD will assist the City by reviewing Requests for Information (RFIs) and shop drawings as well as design adjustments related to the project's construction activities. This task assumes four (4) meetings.

Task V-3 – As-Built Plans

Upon construction completion, JMD will assist the City by preparing as-built plans and including design modifications recorded during construction. The as-built plans will be submitted to the City for record purposes.

The process flow chart on the following page illustrates proposed tasks and their sequence:

Exceptions to the Contract

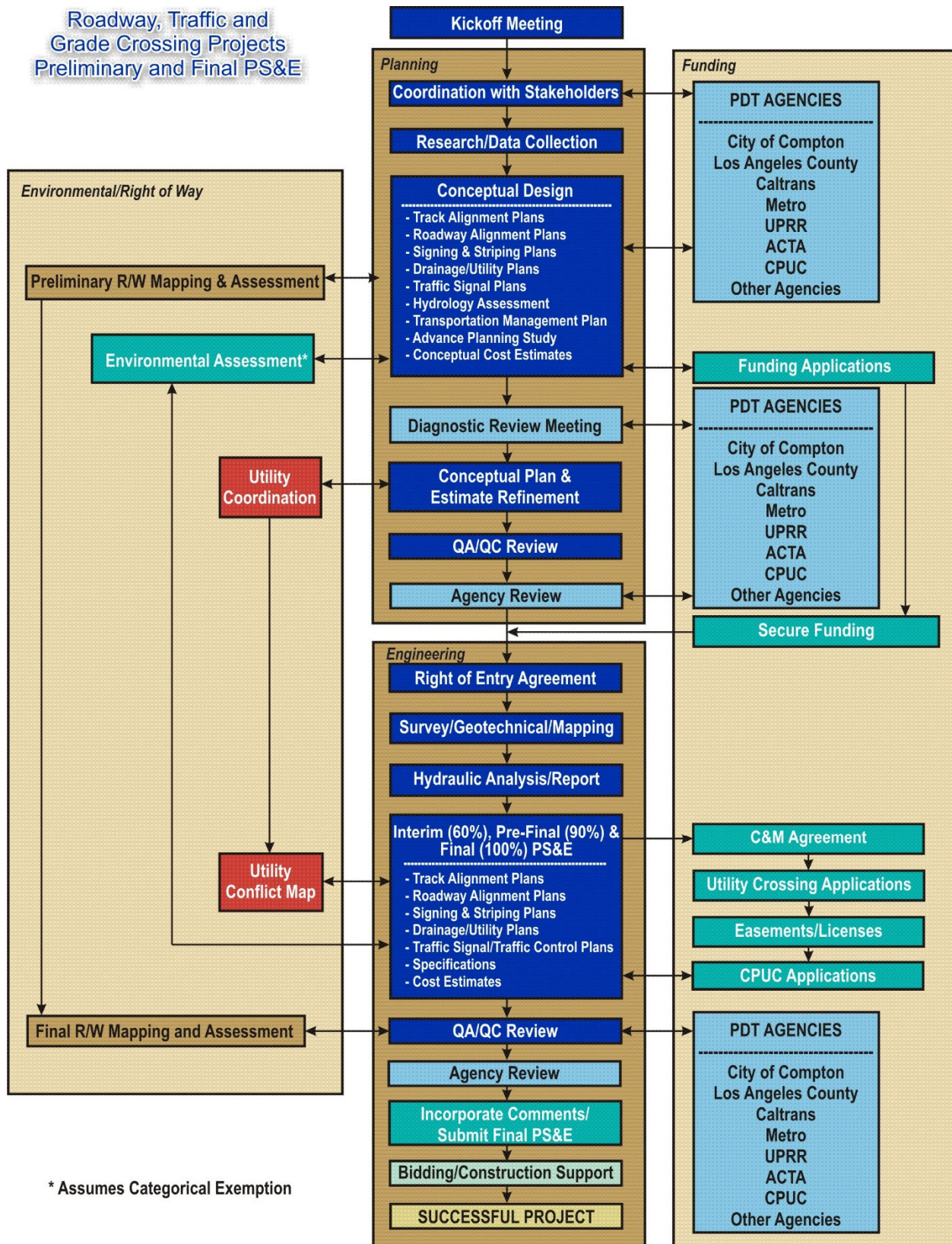
JMD has reviewed the sample professional services agreement in the RFP and can execute it without exceptions once updated for the subject project.

Assumptions

- Environmental documentation and permitting assessment are not included in this proposal.
- Right of Way acquisition is not proposed.



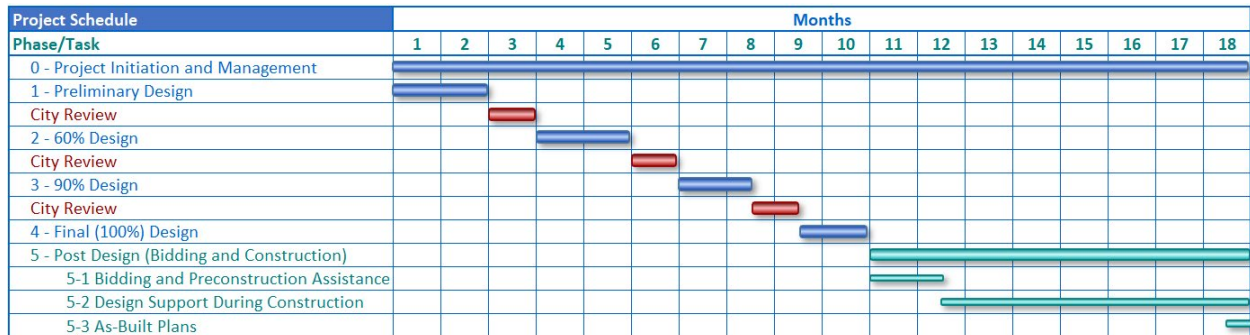
Roadway, Traffic and
Grade Crossing Projects
Preliminary and Final PS&E





Proposed Schedule

JMD proposes the following design and construction schedule. In order to adhere to the City's requested timeline, JMD proposes continually working through phases while the City reviews the previous phase's plans.



Fee Proposal

JMD's fee proposal to provide additional street design services for Compton Boulevard is located on the following page.



5. COST PROPOSAL

JMD's proposed fee is included on the following page.



Fee Proposal^{a-d}

ADA and Drainage Improvements

Compton Boulevard Rehabilitation (West to East City Boundaries)

City of Compton

Submitted by: JMD

December 20, 2021

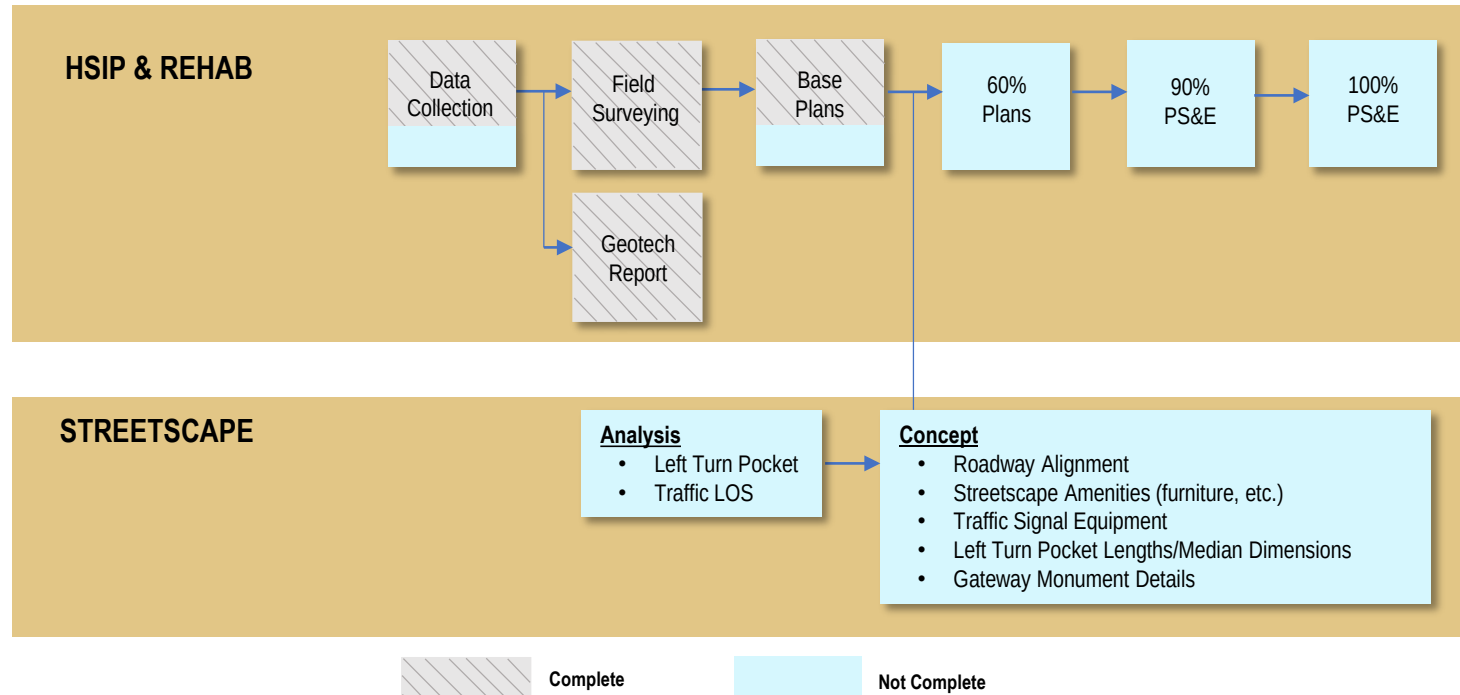
TASK	DESCRIPTION	PIC/ PROJECT MANAGER	QA/QC MANAGER	SR TRAFFIC ENG	SR PROJ ENG	DES ENG ANALYST	CAD DRAFTER	CLERICAL	INTERN	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
		\$212.99	\$176.00	\$169.02	\$153.16	\$96.37	\$77.72	\$34.38	\$65.12				
PHASE 0 - PROJECT INITIATION AND MANAGEMENT													
I-1	Project Administration, Coordination and Meetings (maximum of 6 meetings) ^b	40	0	0	20	0	0	20	0	80	\$ 2,000.00	\$ 14,270.33	* Deliveries/Mileage/Reproduction
PHASE I - PRELIMINARY DESIGN													
I-2	Research/Data Collection/Utility Coordination	4	0	0	24	24	24	0	24	100	\$ 1,800.00	\$ 12,068.93	* Deliveries/Mileage/Reproduction
I-3	Geotechnical Analysis/Report	2	0	0	0	0	0	0	0	2	\$ 15,000.00	\$ 15,425.98	* GEO Advantec
I-4	Surveying	2	0	0	0	0	0	0	0	2	\$ 25,380.00	\$ 25,805.98	* FHA Consulting
I-5	Pavement Engineering/Traffic Index Calculations (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	* NDS (Traffic Counts)
I-6	Hydrology/Hydraulics Analysis/Report	12	60	0	120	140	160	20	40	552	\$ -	\$ 60,715.17	
I-7	Landscaping Concept (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
I-8	Community Meetings (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
I-9	Railroad Right of Entry (ROE) Permit Application (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
I-10	Diagnostic Meetings (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
PHASE II - 60% DESIGN													
II-1a	Title Sheet (1 sheet)	1	1	1	4	4	16	0	4	31	\$ -	\$ 3,060.20	
II-1b	Typical Sections and Detail Plans (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-1c	Roadway Improvement Plans (19 sheets)	16	40	0	140	180	180	8	80	644	\$ -	\$ 68,711.96	
II-1d	Grade Crossing Plan (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-1e	Intersection (Color Removal) Plans (4 sheets)	2	12	0	20	40	60	2	4	140	\$ -	\$ 14,448.76	
II-1f	Curb Ramp (114 ADA, 49 Color and 49 Tactile Improvements) Details (23 sheets)	8	80	200	300	360	360	4	170	1482	\$ -	\$ 169,417.91	
II-1g	Storm Drain Plans and Details (18 sheets)	40	60	0	100	120	160	36	80	596	\$ -	\$ 64,843.05	
II-1h	Cross Sections (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-1i	Signing and Striping Plans (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-1j	Street Lighting Plans (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-1k	Traffic Staging Plans (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-1l	Traffic Control Plans - Storm Drain (34 sheets)	12	40	80	100	140	160	16	100	648	\$ -	\$ 71,423.25	
II-1m	Landscaping and Irrigation Plans (4 sheets)	0	0	0	0	0	0	0	0	0	\$ 42,000.00	\$ 42,000.00	* MIG
II-1n	Hardscape Plans (4 sheets)	0	0	0	0	0	0	0	0	0	\$ 42,000.00	\$ 42,000.00	* MIG
II-2	Notice of Intent and SWPPP Construction Booklet (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-3	Construction Bid Items and Opinion of Probable Construction Cost	2	4	0	8	8	0	0	8	30	\$ -	\$ 3,647.15	
II-4	Specifications	2	4	0	8	8	8	0	8	38	\$ -	\$ 4,268.95	
II-5	Easement/License Coordination (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-6	Construction & Maintenance (C&M) Agreement (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
II-7	CPUC Application (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
PHASE III - 90% DESIGN												\$	195,952.56
III-1	Address/Incorporate Comments and Prepare 90% Submittal	20	60	200	300	400	500	16	360	1856	\$ -	\$ 195,975.27	* Deliveries/Mileage/Reproduction
PHASE IV - FINAL DESIGN												\$	65,317.62
IV-1	Address/Incorporate Comments and Prepare Final Submittal	16	40	60	100	120	160	8	80	584	\$ -	\$ 65,389.91	* Deliveries/Mileage/Reproduction
PHASE V - POST DESIGN													
V-1	Bidding and Preconstruction Assistance (Not Included - See HSIP Scope)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
V-2	Design Support During Construction	12	0	0	12	16	16	12	12	80	\$ 320.00	\$ 8,693.33	
V-3	As-Built Plans	1	0	0	8	16	16	2	0	43	\$ -	\$ 4,292.60	
TOTAL ESTIMATED LABOR HOURS		152	401	541	1,244	1,576	1,820	124	970	6,828			
ESCALATION (3 YEARS)												\$	46,186.26
TOTAL ESTIMATED DESIGN COST (WITH ESCALATION)												\$	128,500
												\$	932,644.98

Notes:

- a Rates are subject to a 5% annual increase on January 1.
- b Potholing is not included.
- c Does not include CPUC Permitting.
- d Assumes half the length of Compton Boulevard for storm drain design.
- e Does not include major (i.e., sewer lines and other gravity flow systems) utility relocation and adjustment.

p-077jmdfee.xls

COMPTON BOULEVARD RECONSTRUCTION



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMD, INC.**

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 **JMD, INC.** (hereinafter referred to as "**CONSULTANT**").

RECITALS:

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

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

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

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

WHEREAS, there is a need to amend the original agreement to provide additional design services and provide additional compensation in the amount of \$932,644.98.

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2022, the City Council authorized the City Manager to enter into a first (1ST) amendment to the professional services agreement with Consultant; and

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

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

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to authorize the continued performance of the services specified within the original Agreement and expand the scope of services to include performance of the following services:

Phase 0	Project Initiation and Management
Task I-1	Project Administration, coordination and meetings, project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices
Phase I	Preliminary Design (30%) – Plans, Specifications, & Estimates
Task I-2	Research/Data Collection/Utility Coordination
Task I-3	Geotechnical Analysis/Report
Task I-4	Surveying/ROW Engineering/Base Plans
Task I-5	Pavement Engineering/Traffic Index Calculations
Task I-6	Landscape Concept
Task I-7	Community Outreach
Task I-8	Right of Entry (ROE) Permit Application
Task I-9	Diagnostic Meetings
Phase 2	60% Design
Task II-1	Preliminary Plans
Task II-2	Notice of Intent and SWPPP Construction Booklet
Task II-3	Construction Bit items and Opinion of Probable Construction Cost
Task II-4	Specifications
Task II-5	Easement/License Coordination (Optional)
Task II-6	Construction and Maintenance (C&M) Agreement
Task II-7	CPUC Application
Phase 3	90% Design
Task III-1	Address/Incorporate Comments and Prepare 90% Submittal
Phase 4	Final (100%) Design
Task IV	Address/Incorporate Comments and Prepare Final Submittal
Phase 5	Post Design
Task V-1	Bidding and Preconstruction Assistance
Task V-2	Design Support During Construction
Task V-3	As-Built Plans

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate on exhaustion of the authorized maximum compensation of **Nine Hundred Thirty Two Thousand Six Hundred Forty Four Dollars and Ninety Eight Cents (\$932,644.98)**, unless otherwise extended or terminated.
3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Nine Hundred Thirty Two Thousand Six Hundred Forty Four Dollars and Ninety Eight Cents (\$932,644.98)**.
4. 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**.

JMD/CONSULTANT

Dated: _____ By _____
Juan M. Diaz, MBA, P.E., President

Approved by:

Dated: _____ By _____
Ronerick D. Simpson, City Manager

Approved as to form:

By _____ Dated: _____
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk