

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 or in the City Clerk's office. 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
06/06/2023**

**BUDGET WORKSHOP 3:30 PM
CLOSED SESSION 4:30 PM
PUBLIC MEETING 5:30 PM**

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

WORKSHOP(S)

3:30 P.M. PROPOSED 2023-2024 FISCAL YEAR BUDGET
Building and Safety, Water Department and City Treasurer

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

PENDING LITIGATION

Leggett, Jerry v. City of Compton, LASC Case No. 19STCV40919

OPENING

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

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

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

PUBLIC SAFETY COMMITTEE - Councilwoman Darden

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2023/2024
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF \$123,063 TO UPDATE THE CONSTRUCTION PLANS, DESIGN AND SPECIFICATIONS FOR THE PEARL AVENUE SEWER REPLACEMENT PROJECT CIP# 10-21/JN 150S
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF COMPTON FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY FOR ANNUAL FUNDING CONTRIBUTION (\$30,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/13/2023 5:30PM

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

June 6, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL
YEAR 2023/2024**

SUMMARY

This resolution will approve the ordering of the levy and collection of assessments charges for the Lighting and Landscape District No.1 for Fiscal Year 2023/2024.

BACKGROUND

At the City Council meeting held on May 2, 2023, the City Council adopted resolutions Initiating Proceedings, Accepting the Preliminary Engineering Report, Declaring its Intent to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Lighting and Landscape District No. 1 for Fiscal Year 2023/2024. The time for the hearing of protests was set for May 23, 2023 at 5:35 pm.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for fiscal year 2023/2024. The action of this meeting is to hold the noticed public hearing. The City Council will receive public comments and make any revisions deemed essential. Therefore, City Council's authorization is necessary to order the levy and collection of assessments within the Lighting and Landscape District No. 1 for Fiscal Year 2023/2024.

FISCAL IMPACT

There is no impact to the General Fund. These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately \$4,189,284.28 annually.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE
DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024**

WHEREAS, the City Council of the City of Compton had by previous resolution initiated proceedings and declared its intention to levy and collect assessments against lots and parcels of land within the Landscape and Lighting District No.1 (hereinafter referred to as the "District") for fiscal year 2023-2024, pursuant to the provisions of the Landscaping and Lighting Act of 1972. Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereinafter referred to as the "Act"); and

WHEREAS, the designated Assessment Engineer, Willdan Financial Services has prepared and filed with the City Clerk of the City of Compton and the City Clerk has presented to the City Council the Engineer's Report (hereinafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay the costs and expenses of operating, maintaining and servicing landscaping, lighting and appurtenant facilities located within the District; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection herewith; the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

SECTION 3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a) The land within the District will receive special benefit by the operation, maintenance and servicing of landscaping, lighting and appurtenant facilities within the boundaries of the District.
- b) The District includes all of the land receiving such benefit.
- c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method, which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2023 and ending June 30, 2024.
- d) The proposed special benefit assessment calculated and apportioned for fiscal year 2023-2024 are consistent with the previously adopted Rate and Method and constitute a continuation of existing assessments. That the assessments are imposed exclusively to finance the maintenance, operation and servicing expenses for streets.

SECTION 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the improvements including streetlights, traffic signals, landscaping including turf, ground cover, shrubs and trees, irrigation systems, drainage systems, and all appurtenant facilities related thereto or that may be authorized pursuant to the provisions of the Act.

SECTION 5. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer and placed in a fund for the District.

SECTION 6. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Compton Lighting and Landscape District No.1, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in the Report.

SECTION 7. The adoption of this Resolution constitutes the District annual levy for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

SECTION 8. The Assessment Engineer selected by the City Council is hereby authorized and directed to file a copy of this Resolution and the assessments with the County Auditor of the County of Los Angeles in August 2023.

SECTION 9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, and Public Works Engineering Departments.

SECTION 10. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Vernell McDaniel, 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 _____, 2023.

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

June 6, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF \$123,063 TO UPDATE THE CONSTRUCTION PLANS, DESIGN AND SPECIFICATIONS FOR THE PEARL AVENUE SEWER REPLACEMENT PROJECT CIP# 10-21/JN 150S

SUMMARY

Adoption of this resolution will amend the Public Works Department 2022-2023 Fiscal Year budget and authorize the City Manager to enter into an agreement with NV5 to prepare an update of the construction plans, design and bid specifications for the rehabilitation/replacement of Pearl Avenue sewer pipes and establish a purchase order in the amount of **\$123,063** for updating the construction plans, design, and bid specifications for the Pearl Avenue Sewer Replacement Project CIP# 10-21/JN 150S.

BACKGROUND

For the past several years, the City's sanitary sewer system has experienced prolonged structural damage and capacity deficiencies. A combination of multiple factors including the lack of a Capital Improvement Plan to prioritize and rehabilitate/replace aging pipes has impacted the carrying capacity of the sewer infrastructure system.

In 2016, the Superior Court of the State of California, County of Los Angeles entered a Consent Judgement against the City of Compton (City) for the City's failure to comply with the State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR). The 2016 Consent Judgment sets forth specific requirements including infrastructure upgrades of the sewer system to achieve compliance with the State Waste Discharge Requirements. The Pearl Avenue Replacement Project is among the list of City sewer pipes that need to be rehabilitated or replaced for the City to comply with the Consent Judgment.

In accordance with the Consent Judgement of 2016, the City of Compton prepared a bid/specification package to solicit bid proposals for construction of the Pearl Avenue Sewer Replacement Project CIP No. 10-21/JN150S. However, as a result of several competing high priority projects and limited budget during 2016, the Pearl Avenue Sewer Rehabilitation Project had to be postponed.

To achieve compliance with the Consent Judgement and respond to the most recent State Audit report (dated October 2022), the City is resuming its efforts to move forward with the Pearl Avenue Sewer Rehabilitation Project. However, resumption of the Pearl Sewer Rehabilitation Project would require review and analysis of the existing design and bid specification package prepared in 2016. The re-evaluation of the existing plans and bid specification will ensure that implementation of the project would be consistent with current underground utilities along the pathway of the Pearl Avenue sewer line, and also conform to current industry regulations and standards.

STATEMENT OF THE ISSUE

In December 2022, staff solicited and received proposals from two firms: NV5 and Bureau Veritas to prepare an update of the original construction bid specifications for the Pearl Avenue project. A panel of Public Works staff reviewed the submitted proposals, and each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, and the proposed schedule for project implementation. The evaluation process resulted in the selection of NV5 to prepare an update of the existing construction bid/specification plan and comprehensive bid package for the sum of \$123,063.

The NV5 proposal is the most responsive to the challenging rehabilitation issues confronting the Pearl Avenue project. Importantly, staff was also able to negotiate with NV5 for inclusion of additional engineering and design plans necessary for replacement of a collapsed Pearl Avenue sewer line between Rosecrans Avenue and East Kay Street, which was not previously included in the 2016 bid-ready construction design and bid specifications. The following are the critical deliverables expected from NV5:

- Developing bid-ready construction specifications document for the entire project
- Constructability review: NV5 will perform a technical constructability review and bring suggestions to the City for consideration of potential cost-savings metrics
- Develop Topographic Survey Map: NV5 will prepare a Topographic Survey Map based per the proposed Pearl Avenue Sewer additions between Rosecrans Avenue and East Kay Street and mapping limits.
- Updating Underground Utility Conditions: NV5 will conduct underground utility research to evaluate whether the sewer pipe is on the critical path based on current as-built and verify that plans and specifications are properly coordinated between all disciplines (Civil, Mechanical, Electrical, and Instrumentation and Control).
- Updating Technical Specifications: NV5 will update the technical specifications, updating references to expired codes and outdated material elements

- Updating Construction Cost Estimate: NV5 will perform a new Construction Cost Estimate. Reviewing engineer's estimate against industry- standard ACEE Group 4 estimate prior to bid, including contingency, and budget.

Therefore, in order to amend the Public Works Engineering Department's 2022-2023 Fiscal Year budget and authorize the City Manager to enter into an agreement with NV5 to prepare an update of the construction plans, design and bid specifications for the rehabilitation/replacement of Pearl Avenue sewer pipes and establish a purchase order in the amount of **\$123,063** for updating the construction plans, design, and bid specifications for the Pearl Avenue Sewer Replacement Project CIP# 10-21/JN 150S, City Council's authorization is necessary.

ALTERNATIVE

There is no alternative being recommended at this time. The City desires to comply with the State Water Resources Board Order.

FISCAL IMPACT

The implementation of the Pearl Avenue Replacement construction plan, design, and specifications update project would necessitate amendment of the Public Works 2022-2023 Fiscal Year budget to appropriate funds within accounts as follows:

Increase Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5117-000-000-3963	Other Financing Sources (Bond Proceeds)	\$123,064

Increase Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5117-710-000-4262	Other Professional Services	\$123,064

Funds in the amount of \$123,064 will be available in the Public Works Engineering Department's 2022-2023 Fiscal Year budget in Account No. 5117-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution.

**JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR
BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH NV5 AND ESTABLISH A
PURCHASE ORDER IN THE AMOUNT OF \$123,063 TO UPDATE THE
CONSTRUCTION PLANS, DESIGN AND SPECIFICATIONS FOR THE PEARL
AVENUE SEWER REPLACEMENT PROJECT CIP# 10-21/JN 150S**

WHEREAS, in 2016, the Superior Court of the State of California, County of Los Angeles entered a Consent Judgment against the City of Compton for the City's failure to comply with the State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR); and

WHEREAS, the Consent Judgment sets forth specific requirements for the City to comply with the WDR and these requirements included infrastructure upgrades for the City's sanitary sewer system; and

WHEREAS, Pearl Avenue sewer line is among the list of aging sewer pipes that need to be rehabilitated or replaced for the City to comply with the Consent Judgment and in accordance with the Consent Judgment, the City of Compton prepared a bid/specification package to solicit bid proposals for the implementation of the Pearl Avenue Sewer Replacement Project CIP No. 10-21/JN150S in 2016; and

WHEREAS, as a result of limited budget and several competing high priority projects at the time, the Pearl Avenue Sewer Rehabilitation Project had to be postponed; and

WHEREAS, in order to achieve compliance with the Consent Judgment and also respond to the most recent State Audit report (dated October 2022), the City is resuming its efforts to move forward with the Pearl Avenue Sewer Rehabilitation Project; and

WHEREAS, resumption of the Pearl Rehabilitation project would require review and analysis of the existing design and bid specification package prepared in 2016; and

WHEREAS, the re-evaluation of the existing plans and bid specifications will ensure that project implementation will be consistent with current underground utilities along the pathway of the Pearl Avenue sewer line, and also conform to current industry regulations and standards; and

WHEREAS, in December 2022, staff solicited and received proposals from two firms: NV5 and Bureau Veritas to prepare an update of the original construction bid specifications for replacement of Pearl Avenue sewer pipes; and

WHEREAS, a panel of Public Works staff reviewed the submitted proposals, and each consultant was rated based upon their qualifications, experience, and demonstrable understanding of the scope of services, and the proposed schedule for project implementation; and

WHEREAS, the evaluation process resulted in the selection of NV5 to prepare an update of the existing construction bid/specification plan and comprehensive bid package for the sum of \$123,063; and.

WHEREAS it is necessary to authorize an amendment of the Public Works Department 2022-2023 fiscal year budget and transfer funds within accounts for the preparation of an update of the construction bid/specification for prospective contractors to compete for the rehabilitation of Pearl Avenue sewer line.

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

Resolution No. _____
Page 2

Section 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to accept the proposal of NV5, enter into a professional services agreement, and establish a purchase order in the amount of \$123,063 to update the construction plans, and bid/specifications for the Pearl Avenue Sewer Replacement Project.

Section 2. That the Public Works Department's 2022-2023 Fiscal Year budget will be amended to transfer funds within accounts as follows:

Increase Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5117-000-000-3963	Other Financing Sources (Bond Proceeds)	\$123,064

Increase Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5117-710-000-4262	Other Professional Services	\$123,064

Section 3. That funds in the amount of \$123,064 will be available in the Public Works Engineering Department's 2022-2023 Fiscal Year budget in Account No. 5117-710-000-4262.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and 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 _____ 2023.

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 this _____ day of _____, 2023.

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



NV5

PROPOSAL

Submitted by NV5, Inc.

163 Technology Drive, Suite 100, Irvine, CA 92618

City of Compton

Update of Plans, Design and Specifications for the Pearl Avenue
Sewer Replacement Project, CIP No. 10-21/JN 150S

May 9, 2023

TABLE OF CONTENTS

A. Cover Letter	02
B. Project Understanding and Approach	04
C. Qualifications and Experience	09
STAFF QUALIFICATIONS	09
UNDERSTANDING OF ISSUES AND CHALLENGES	11
RELEVANT PROJECT EXPERIENCE	13
QUALITY ASSURANCE/QUALITY CONTROL	15
D. Project Work Plan and Schedule	16
APPENDIX	
Resumes	B1

May 9, 2023

City of Compton
Attn: Kofi Sefa-Boakye, Public Works Department
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: Update of the Plans, Design and Specifications for the Pearl Avenue Sewer Replacement Project, CIP No. 10-21/JN 150S, including the Pearl Avenue Sewer Additions between Rosecrans Avenue and East Kay Street

Dear Mr. Sefa-Boakye,

NV5, Inc. is excited to have the opportunity to prepare the update of the plans, design and specifications for the Pearl Avenue Sewer Replacement Project in the City of Compton (City), including the Pearl Avenue Sewer Additions between Rosecrans Avenue and East Kay Street. Our team has the knowledge and experience to minimize response time, improve customer service, reduce the environmental impacts of CIP projects, provide input to reduce construction-related delays and costs, and improve the value engineering of your projects. We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services and offer the following:

A Summary of the Consultant's profile, qualifications and capabilities: We believe that past experience and success are key indicators of future performance. We are committed to providing high-quality service and believe that commitment is one reason why more than 90% of our work comes from repeat clients — an obvious indicator of client satisfaction. Our team has provided Constructability Review Services to dozens of cities and agencies throughout Southern California.

Proposed Team: Understanding the Scope of Services requested by the City, we have selected **Project Manager/Senior Engineer Luanne Bean, PE**, to act as Project Manager and Lead Constructability Review Engineer for this contract. Ms. Bean possesses more than 30 years of public works engineering experience with a focus on water and wastewater capital improvement projects. She has worked with a variety of agencies and is thoroughly familiar with local, state and federal requirements.

Ms. Bean has provided constructability review services for many projects, and has most recently provided these services to the cities of Chino for the Caltrans Benson Bridge Sewer Lift Station, City of Pomona SR-71 utility relocation at Mission Bridge for Caltrans, as well as Beverly Hills Foothill Groundwater Pretreatment Plant Modifications. Other Constructability Review projects include the Constructability Review for the Richey Street Water Main Relocation and SA-7 Pressure Reducing Station Relocation and SR-55 Water Crossing Relocation projects for the City of Santa Ana.

In addition, Ms. Bean is a former Class A General Engineering Contractor, as well as a licensed Civil Engineer in the State of California. Having seen construction from both sides of the fence, Ms. Bean is the perfect candidate possessing the knowledge, skills and experience to provide the most informative constructability review for your projects.

Ms. Bean will be joined by a team of experienced engineering and construction professionals who will help assure that all requirements of the project are reviewed by an expert in the field. Our experienced, self-motivated team can quickly learn the City's standards and processes, enabling us to provide outstanding cost- and time-efficient services. NV5 is not utilizing any subconsultants, and all work will be performed in-house.

A. COVER LETTER

Statement: All information submitted with this proposal is true and correct.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at luanne.bean@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,

NV5



Luanne Bean, PE
Director of Water &
Wastewater Operations



Jeffrey M. Cooper, PE
Senior Vice President
(Authorized Signer)

COMPANY INFORMATION/CONTACT

Name: NV5, Inc.

Address: 163 Technology Drive, Suite 100,
Irvine, CA 92618

Project Manager: Luanne Bean, PE,
949.585.0477, luanne.bean@nv5.com

B. PROJECT UNDERSTANDING AND APPROACH

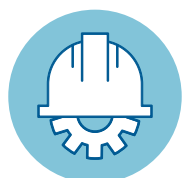
FIRM PROFILE

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

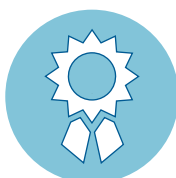
Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

KEY SERVICES

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



CIVIL
ENGINEERING
DESIGN



CONSTRUCTABILITY
REVIEW



WATER +
WASTEWATER
ENGINEERING



PROJECT
MANAGEMENT



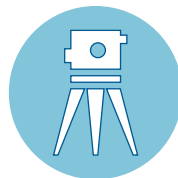
PLAN CHECK
SERVICES



STAFF
AUGMENTATION



CONSTRUCTION
MANAGEMENT
+ INSPECTION



LAND SURVEY
+ GIS



GEOTECHNICAL
ENGINEERING



BUILDING
+ SAFETY
SERVICES

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

B. PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

The City of Compton completed the Sewer Bond Improvement Project CIP No. 10-21/JN150S for the Pearl Avenue Sewer Replacement in January 2016. There are 29 plan sheets and a full set of construction specifications prepared in the old CSI format signed and sealed by the City's former Public Works Director, Glen W. C. Kau. The City would like to have the consultant perform a constructability review on the plans, followed by discussions with the City as to cost-savings recommendations, an updated construction costs estimate, and updated construction specifications, as well as incorporation of updated underground utility research on the current set of plans. There is also an additional reach of 400 LF of Pearl Avenue Sewer Additions between Rosecrans Avenue and East Kay Street that is not included in the above 29 sheets that the City needs added to this project. NV5 will therefore couple this reach into the existing project. NV5 will perform this work in-house, and no outside subcontractors will be utilized.

PROJECT APPROACH

Our goals in serving The City include:

- Being the City's advocate and representative
- Reducing the City's project administrative impacts
- Minimizing the City's exposure to change orders and disputes
- Analyzing the project from the viewpoint of the City, the Contractor, and the Construction Manager
- Identifying and minimizing design errors and omissions
- Assuring the Quality Control/Quality Assurance requirements are readily understandable for the Inspector
- Minimizing conflicts with underground requirements
- Minimizing unknown conditions with utilities
- Minimizing the risk to the bidding contractor, and, thereby, minimizing the risk to the City

- Meeting the required functionality of the Project with the City

Rest assured that as part of our review we will:

- Verify that construction documents are well coordinated and are reviewed for errors.
- Verify that designs are in conformance with the City Facilities Design.
- Identify, to the extent known, construction deficiencies and areas of concern.
- Back-check design drawings for inclusion of modifications.
- Participate in the City's review session to document review comments for Construction Documents, including plans and specifications.
- Recommend construction phasing, milestones, overall duration of construction, liquidated damages, contingency, budget, contracting mechanism and provide an opinion of particular project risks.
- Perform Value Engineering, as directed.
- Prepare Constructability Review report documenting: Reviewers' comments referencing applicable identifiers, including sheet number, detail number and schedules, or specification pages, author and date. The report will include the Design team's response, author and date; and Resolution (reviewers' back-check comments and dates), and whether the issue is closed or not. The report will also include confirmation that requirements noted in the design documents prepared for the Project are consistent with and conform to the City's Project requirements and design standards, and various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

Ms. Bean will lead a kickoff meeting with the City and its Project Manager prior to initiating constructability review services. During the meeting, we will discuss the following questions that will facilitate the review process:

B. PROJECT UNDERSTANDING AND APPROACH

- What are the City's requirements for this project?
- What are the City's Facilities Design requirements as they relate to this specific project?
- What are the City's standards that specifically apply to this project?
- What are the jurisdictional requirements?
- What are the funding requirements?
- What are the environmental constraints and mitigation measurements, and are these being spelled out in the Specifications?
- What are the geotechnical requirements and constraints, and have these been adequately conveyed in the plans?
- What is the public sensitivity and perception of the area, and does this require special consideration in the Specifications?
- Is the construction design realistic and feasible?
- Can the design be executed within the City's budget?
- Where are potential staging areas in close proximity to the project? And do these staging areas have hour restrictions — for example, if nighttime work is required?
- Will the construction take longer to execute than the time initially afforded to the project?
- Which materials will be necessary to complete the construction, and which are the most cost effective while still achieving the design vision?
- Are there optimal methods or technologies that will benefit the construction process and finished product?
- Has a cost/benefit analysis on equipment quantity, redundancy and other requirements been performed?
- Are design expectations/intent being met?
- Are there special on-site conditions that need to be considered? (A site visit with the City and its design team will allow our team to become familiar with existing conditions and assess issues relating to access, staging, traffic requirements, etc.)



The information gathered from this discussion will allow our team to outline and focus on critical factors to consider during our reviews. These factors may include, but are not limited to:

- Evaluation of the design for conformance with the City Facilities Design requirements.
- Verifying that plans and specifications are properly coordinated between all disciplines (Civil, Mechanical, Electrical, and Instrumentation and Control).
- Reviewing engineer's estimate against industry- standard ACEE Group 4 estimate prior to bid, including contingency, budget and contracting mechanism.
- Confirming other agency/city jurisdiction requirements — construction traffic control, for example, may pass through these other agencies' jurisdictions, requiring double permits for which requirements must be specified in the Specifications.
- Reviewing the requirements of the traffic control, which should be included in the specifications for inclusion in the plans and specifications.

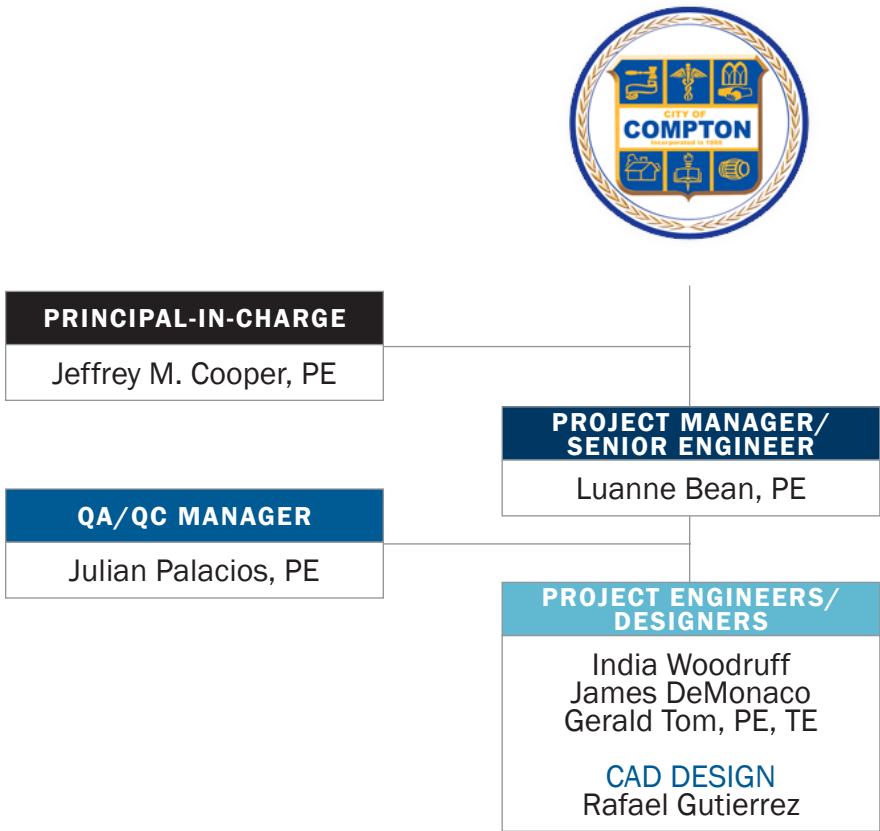
B. PROJECT UNDERSTANDING AND APPROACH

- Verifying that City jurisdictional requirements for distribution systems passing through the various Cities served and standard details for paving — for example, traffic control, and working hours — are adequately addressed in the front end.
 - Verifying that requirements for importing agencies, Department of Public Health, have been adequately addressed in the plans and specifications, should a project involve an intertie or interconnection.
 - Identifying any specific or special utility requirements that must be specified — for example, close proximity to high-pressure, large-diameter Southern California Gas lines, or MWD distribution pipelines, or Caltrans ROW, if any.
 - Evaluating unforeseen elements, such as underground utilities or soils conditions.
 - Verifying whether a Utility check was adequately performed and conveyed for both on-site work in treatment plants or roadwork in right-of-way.
 - Verifying if provisions for COVID-19 need to be included in the specifications.
 - Verifying if provisions for bypasses have been detailed in the plans and specifications.
 - Verifying that provisions are included to meet any scheduling and/or critical project milestones (i.e. providing sufficient time for double permit acquisition as well as material procurement, considering recent impacts from COVID-19 to the supply chain).
 - Verifying that State and Federal funding requirements are met for those projects that are receiving outside-sourced funding, if applicable.
 - Evaluating that operations and maintenance requirements are anticipated and verifying that they are addressed in the design.
 - Making recommendations for public relations and outreach to minimize impacts to businesses and residents.
 - Reviewing and confirming that bid schedules adequately capture all of the scope of work required of the contractor.
 - Confirming that utility challenges, field topography conditions, permits, and traffic control requirements are adequately addressed.
 - Verifying that recommendations from the geotechnical engineer have been formally incorporated into the contract documents.
 - Reviewing and evaluating the project scope and identifying any required phasing or sequencing and assuring that provisions are properly incorporated into the contract documents.
 - Verifying working hours for compatibility with the neighborhood and jurisdictional City/agency requirements.
 - Reviewing easements, ROW, staging, and traffic control/detour requirements.
 - Reviewing and evaluating staging requirements and making recommendations for potential locations.
- Once our Constructability Review process has been completed, NV5 will:
- Provide written recommendations with markups as appropriate to convey our findings to the City.
 - Meet with the City and its Project Manager, as required, to discuss findings and recommendations.
 - Finalize updating of the:
 - project plans
 - specifications
 - cost estimate

B. PROJECT UNDERSTANDING AND APPROACH

ORGANIZATION CHART

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested Engineering Design Services. Shown below are team roles and responsibilities.



Luanne Bean possesses more than **30 years** of public works engineering experience with a focus on **water and wastewater capital improvement projects**. She will act as Project Manager/Senior Engineer for this contract and will be the direct **point-of-contact** for City officials.

C. QUALIFICATIONS AND EXPERIENCE

STAFF QUALIFICATIONS

Our team has the ability to deliver quality products on schedule and within budget. The chart below provides names, availability, roles, education, experience, applicable professional licenses and credentials, and recent and relevant project experience. Resumes for key staff members are included in the **Appendix**.

NAME/ AVAILABILITY	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RECENT AND RELEVANT PROJECT EXPERIENCE
Luanne Bean, PE 80%	Project Manager/ Senior Engineer	30	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 50129; Former Class A General Engineering Contractor; FEMA OPS - I; HAZMAT First Responder/ Operations Level; DOT Offers of Bulk and Non- Bulk HAZMAT Packages; Nuclear Waste Safety for Workers	• Crowther Sanitary Sewer Pipeline, City of Placentia - Construction Manager (Current) • Diversion Pipeline, City of Culver City - PM/CM (2019-2021) • 8-inch & 12-inch Water Main and 24-inch Sewer Transmission Main, City of El Monte - PM (Current) • Sewer Line Crossing at Johnson Avenue and the Railroad, City of El Monte - PM/Senior Engineer (Current) • Sewer Main Along Portuguese Bend, City of Rolling Hills - PM/Senior Engineer (Current) • Cerritos Avenue & South Street Water Main Replacement, City of Anaheim - PM (Current)
Julian Palacios, PE 60%	QA/QC Manager	21	M.S. Environmental Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 67735; Civil Engineer (Mexico) Cedula Professional No. 2760774; Urban Water Management Plan Certificate	• Sewer Main Line Design, City of El Centro - PM (2018-2021) • Eucalyptus and Citrus Avenue Sewer Capacity Improvements, City of Vista - PM (Current) • Marketplace Del Rio Trunk Sewer Replacement, City of Oceanside - PM (2017-2021) • Cerritos Avenue & South Street Water Main Replacement, City of Anaheim - Project Engineer (Current)
India Woodruff 70%	Project Engineer/ Designer	6	M.S. Civil Engineering (Coastal Engineering); B.S. Civil Engineering; Metrolink Railroad Safety Contractor Safety Trained, No. 26471E22	• Crowther Sanitary Sewer Pipeline, City of Placentia - Assistant Construction Manager (Current) • Bankfield Sewage Pump Station, City of Culver City - Assistant Project Manager (Construction) (October 2018-August 2020) • Sewer Line Crossing at Johnson Avenue and the Railroad, City of El Monte - Project Engineer (Current)

C. QUALIFICATIONS AND EXPERIENCE

NAME/ AVAILABILITY	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RECENT AND RELEVANT PROJECT EXPERIENCE
James DeMonaco 40%	Project Engineer/ Designer (Cost Estimating)	11	South Seattle College Sustainable Building Science and Technology	• Crowther Sanitary Sewer Pipeline, City of Placentia - Assistant CM (Current) • Cerritos Avenue & South Street Water Main Replacement, City of Anaheim - engineering services during construction (Current) • Azusa Sewer Lift Station Upgrade Phase II Site Improvement, City of West Covina - Assistant Construction Manager (Current) • Nevada-Bodger Sewer Improvements, City of El Monte - Assistant PM (Current)
Gerald Tom, PE, TE 60%	Project Engineer/ Designer	14	B.S. Civil Engineering; Civil Engineer (CA) No. 51209; Traffic Engineer (CA) No. 2541	• Plan Check & Traffic Engineering Services, City of Compton - Plan Check Engineer (Current) • General Engineering (Staff Augmentation), City of Laguna Woods - City/Traffic Engineer (Current) • On-Call City Engineering (Staff Augmentation), City of La Habra Heights - City Engineer (Current)
Rafael Gutierrez 90%	CAD Design	15	A.A. Computer-aided Drafting & Design	• Sewer Line Crossing at Johnson Avenue and the Railroad, City of El Monte - CAD Design (Current) • Crowther Sanitary Sewer Pipeline Replacement, City of Placentia - CAD Design (Current) • Sewer Main Along Portuguese Bend, City of Rolling Hills - CAD Design (Current) • Diversion Pipeline, City of Culver City - CAD Design (2019-2021) • Cerritos Avenue & South Street Water Main Replacement, City of Anaheim - CAD Design (Current)

C. QUALIFICATIONS AND EXPERIENCE

UNDERSTANDING OF ISSUES AND CHALLENGES

Notable issues include the following, which must be evaluated and/or corrected on the new plans:

- 1) The current plans have an expired engineering stamp that cannot be used now in construction. The City additionally does not wish to go back to the original design engineer to update the plans. NV5 will review, update and stamp the updated plans and specifications.
- 2) Review of the specifications reveals that the specifications are in the old CSI format, which, likewise, will contain old references — for example, the 2003 MUTCD. Some materials, for example, may not be available since the writing of the original specifications. Specifications must be evaluated for old references and out-of-date materials and brought up-to-date.
- 3) Additionally, the City's Front End and Special Provisions are dated 2011 and should be brought up-to-date with the City's current edition.
- 4) Bid quantities will be evaluated along with the bid item descriptions. For example, quantities for paving is in LF, not SF, and doesn't seem to match the LF of the sewer line — at least according to the bid quantities in the specifications.
- 5) Understanding of the City's budget and funding requirements is key in final design. The sewer can be scaled back and/or different construction methods can be utilized, such as the elimination of the jack and bore, or the elimination of bypass pumping via working with the Department of Public Health for alternative water sewer construction may be undertaken to lower construction costs.
- 6) The Cost Estimate is vastly out-of-date. COVID-19 and a lack of materials has driven construction pricing beyond ordinary annual increases. NV5 will provide an updated cost estimate based on the updated bid quantities.
- 7) Phasing of the project and specification requirements should be reviewed to ensure that the Contractor constructs the project in a manner that will not cause sewer overflows or if bypassing

is required that it is specifically spelled out to avoid an in-construction change order for changed conditions.

- 8) City traffic control requirements, including elements such as keeping bus lanes open or working with transit to close bus stops, should be evaluated and noted in the Special Provisions.
- 9) The City's Traffic Control provisions and requirements for regular working hours, nighttime or weekend work should be spelled out in the Special Provisions.
- 10) Site Restoration should be re-evaluated to meet the City's requirements for either full street restoration if possible within City's budget, or the simple T-Cut trench restoration.
- 11) Specifications must include a notification to affected businesses and residents, and NV5 will evaluate the adequacy of this PR process within the specifications.
- 12) Future overflow prevention could be enhanced with strategic smart covers on manholes if the City wishes to consider these elements and they are within the City's budget.

There are additional elements of the sewer line that may afford a significant cost savings metrics as follows:

- 1) Certain intersections appear to have the sewer installed with jack-and-bore installation methods. Jack and bore is typically utilized in areas where open cut is not feasible, such as underneath railroad tracks, or in areas where trenching is not allowed, such as Caltrans right-of-ways. However, it appears here that jack and bore is being utilized as a method of eliminating traffic congestion during construction at an extreme construction cost. Jack-and-bore construction methods are expensive and require different equipment and different contractors. In an effort to save construction costs, NV5 suggests that these locations of jack and bore across intersections should be evaluated against other construction elements such as night work and conventional trench cut and cover construction that would ease the City's concerns over traffic.

C. QUALIFICATIONS AND EXPERIENCE

2) Replace-in-place sewer line construction requires a bypass in order to bring the existing flow from upstream to downstream while the new sewer line is rebuilt in-place. With enough real estate available within the roadway, it is possible that at key locations replace-in-place could be eliminated in many locations, thus reducing the construction costs by eliminating the continuous construction sewer bypassing.

3) Department of Public Health requires certain horizontal and vertical water sewer separation. For example, the required horizontal distance from a sewer line to a water line is 10 regardless of the vertical separation. There are certain things that can be done, such as building sewer line as pressure pipeline with pressure pipeline-rated restrained joints instead of VCP or other very low pressure pipeline non-restrained joints that the Department of Public Health will accept

as an alternative to the required separations, allowing the design to lower the required sewer water separation. There are places within the original design that do not appear to meet these standards, and the Department of Public Health must be notified and provide its concurrence with an alternate design such as restrained pressure pipeline in order to lower the sewer water separation.

4) In keeping with the preceding element of lower sewer water separation distances, revising the design and alerting the Department of Public Health Services to different standards, such as pressure pipeline with restrained joints, could additionally assist the City with the development of a non replace-in-place sewer line, allowing the existing sewer line to remain online until construction is completed, eliminating the need and costs of construction sewer line bypassing.



C. QUALIFICATIONS AND EXPERIENCE



SEWER LINE CROSSING AT JOHNSON AVENUE AND THE RAILROAD

CITY OF EL MONTE | EL MONTE, CA

Our team is providing emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and the Railroad. Due to an additional railroad track proposed by SCRRA, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the plans, specifications and estimate; utility research; preparing plans for temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.

DATES: JUNE 2022-CURRENT; **KEY PERSONNEL:** LUANNE BEAN (PM AND SENIOR ENGINEER); RAFAEL GUTIERREZ (DESIGNER); INDIA WOODRUFF (PROJECT ENGINEER);

CONTACT: LEE TORRES, CITY ENGINEER, 626.580.2055, LTORRES@ELMONTECA.GOV

SEWER MAIN ALONG PORTUGUESE BEND

CITY OF ROLLING HILLS | ROLLING HILLS, CA

Our team is providing engineering design services for the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road. The City evaluated the feasibility of connecting a portion of the City to a nearby existing wastewater conveyance system. Based on the sewer feasibility study, it was recommended to install a new 8-inch sewer main along Portuguese Bend Road and upgrade the existing sewer main along Rolling Hills Road to a 10-inch and 12-inch sewer main prior to connecting to the Los Angeles County Trunk line. The City has requested that the project be split such that Phase 1 becomes the new 8-inch sewer from Rolling Hills to the existing 8-inch sewer in Rolling Hills Estates and Phase 2 becomes the new Sewer Upgrades in the City of Torrance. Services include a CEQA process overview; utility research; survey and base map preparation; preparation of plans, and construction support services.

DATES: SEPTEMBER 2020-CURRENT; **KEY PERSONNEL:** LUANNE BEAN (PM/SENIOR ENGINEER); AMIR MANSOUR (PROJECT ENGINEER); RAFAEL GUTIERREZ (CAD DESIGN); **CONTACT:** ALAN PALERMO, PROJECT MANAGER, 310.717.3244, ALANMPAL@GMAIL.COM

C. QUALIFICATIONS AND EXPERIENCE

CERRITOS AVENUE & SOUTH STREET WATER MAIN REPLACEMENT

CITY OF ANAHEIM | ANAHEIM, CA

NV5 is preparing the plans, specifications and cost estimates for the installation of new water mains at Cerritos Avenue and South Street. The project includes replacing existing 10-inch Cast Iron Pipe (CIP) and 6-inch Asbestos-Cement Pipe (ACP) with approximately 2,700 LF of new 12-inch Ductile Iron Pipe (DIP) from Brookhurst Street to Nutwood Street with four tie-in connections to existing water mains; replacing existing 8-inch CIP with approximately 350 LF of new 12-inch DIP from Disneyland Drive to Hazelwood Street with three tie-in connections to existing water mains; installing nine 12-inch gate valves and four fire hydrant assemblies on the new 12-inch mains; disconnecting and removing four hydrants on the existing mains; and replacing all existing lateral domestic water services on the existing 8- and 10-inch CIP and 6-inch ACP with new services on the 12-inch DIP.



DATES: MARCH 2020-CURRENT; **KEY PERSONNEL:** LUANNE BEAN (PM); JAMES DEMONACO (ENGINEERING SERVICES DURING CONSTRUCTION); JULIAN PALACIOS, STEVEN GRANADOS (PROJECT ENGINEERS); RAFAEL GUTIERREZ (DESIGNER); **CONTACT:** ROBERT HOANG, PROJECT MANAGER, 714.765.4229, RHOANG@ANAHEIM.NET

CROWTHER SANITARY SEWER PIPELINE REPLACEMENT

CITY OF PLACENTIA | PLACENTIA, CA

Our team is providing engineering, construction management, inspection services and materials testing services for the Crowther Sanitary Sewer Pipeline Replacement project. The scope of work includes replacement of approximately 7,400 linear feet of gravity sewer pipeline in Crowther Avenue, Placentia Avenue, and Orangethorpe Boulevard, located within the Cities of Placentia and Fullerton. The work involves installation of 15-inch, 18-inch, and 22-inch PVC and fused HDPE sewer pipeline and manholes. The work also includes reconnection into all of the existing gravity mains and service laterals with a terminus tie-in connection at the existing Orange County Sanitation District's trunk line on State College Boulevard. The project, which includes an encasement crossing underneath the 57 freeway in Caltrans right-of-way, involves coordination with multiple agencies, including Caltrans, the Orange County Sanitation District, Golden State Water, Department of Health Services, the City of Fullerton, and other utility and governmental agencies. Working in high-traffic areas, as well as a jack-and-bore crossing underneath the Orange County Flood Control District's flood control channel and a jack-and-bore crossing underneath the BNSF railroad, and multiple crossings of Southern California Gas Co.'s high-pressure gas feeder, are among the project's challenges.

DATES: JULY 2021-CURRENT; **KEY PERSONNEL:** LUANNE BEAN (CM), INDIA WOODRUFF (ASSISTANT CM), JAMES DEMONACO (ASSISTANT CM), RAFAEL GUTIERREZ (DESIGNER), HAYKAZ AGHAJANIAN (SENIOR INSPECTOR), CARLOS BARRIOS (ALTERNATE INSPECTOR); NV5 GEOTECH (SOILS COMPACTION TESTING); **CONTACT:** MASOUD SEPAHI, PE, CITY ENGINEER, 714.993.8132, MSEPahi@PLACENTIA.ORG

C. QUALIFICATIONS AND EXPERIENCE



DIVERSION PIPELINE

CITY OF CULVER CITY | CULVER CITY, CA

NV5 provided engineering, construction management and inspection services for the construction of diversion pipes via trenchless jack and bore methods to abandon Mesmer and Overland Sewer Pump Stations, which involved extensive coordination with Caltrans, the City of Los Angeles, and the City of Culver City for these jack and bore pipelines underneath the I-405 and 90. The goal of the project was to divert flows from four of the City's sewer pump stations to a new sewage pump station, Bankfield Station, which is another project in which NV5 provided construction management and inspection services during construction.

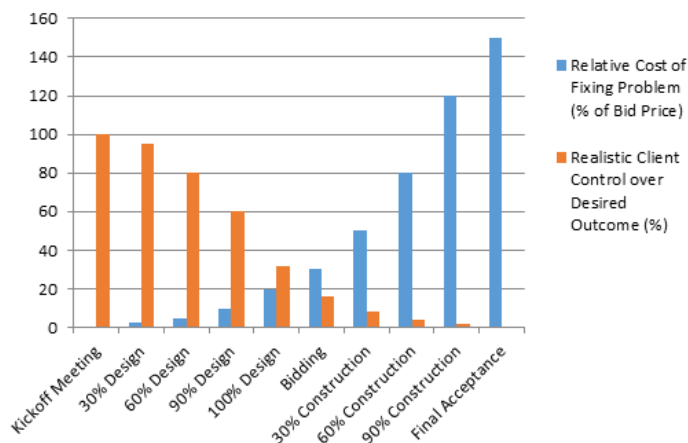
DATES: MARCH 2019-2021; **KEY PERSONNEL:** LUANNE BEAN (PM/CM); **CONTACT:** HONG WANG, PE, SENIOR CIVIL ENGINEER, 310.253.5604, HONG.WANG@CULVERCITY.ORG

QUALITY ASSURANCE/QUALITY CONTROL

Our design quality assurance/quality control program was developed bearing in mind an agency's control over a project outcome decreases and the cost of fixing a design problem increases exponentially over time, as shown at right:

A review of the graph reveals the most effective quality assurance programs focus on activities at the beginning of the design effort rather than waiting until the end, when little budget still remains. However, as the City knows, these plans are already at 100% completion, so a somewhat modified quality assurance element is needed here as follows:

- **Two-engineer rule.** To bring a team approach to problem-solving and avoid the danger of blind spots, our engineering deliverables are reviewed by two licensed engineers to assure a second set of eyes reviews all work.
- **Red Line-Yellow Line and Constructability Reviews.** A final red-line/yellow-line quality assurance review will be conducted by a licensed engineer for each deliverable prior to sending the deliverable to the City. While not specifically called for, these reviews go to a limited extent of assuring constructability of the overall project throughout each step of the design process by utilizing NV5's seasoned quality assurance engineers.



D. PROJECT WORK PLAN AND SCHEDULE

PROJECT WORK PLAN AND SCHEDULE

In order to perform these services for the City, NV5 assumes the following limited scope of work:

1) NV5 will have a kickoff meeting with the City to receive and understand the City's project-specific needs. The project requirements, project funding, and project budget will be discussed.

Deliverable: Meeting Minutes

Milestone: Assumed 8/1/23

2) NV5 will perform a technical constructability review and bring suggestions to the City for consideration of potential cost-savings metrics as discussed in the Project Understanding and as follows.

- NV5 will identify elements where jack-and-bore construction methods are being utilized and meet with the City to determine if open trenching at night, for example, with the appropriate traffic control restrictions can be placed on the Contractor to convert these areas to conventional trenching, which can be done to save the City money.
- NV5 will identify areas where bypassing is required, and if by changing the specifications and working with the Department of Public Health, a non-replace-in-place sewer line can be built adjacent, keeping the existing sewer line online until completion of construction. NV5 will work with the City to identify these areas and the Department of Public Health to seek exemptions.

Deliverable: Constructability Review Comments

3) NV5 will meet with the City and present and discuss the constructability review findings. Upon receiving direction from the City, NV5 will proceed with the technical constructability review findings incorporation into the plans and specifications.

Deliverable: Meeting Minutes

4) The underground utility research will have to be performed again due to the nearly 7 years that have passed since it was previously done. NV5 will contact the underground utilities and request

current as-builts. Evaluation of the underground utilities and research is on the critical path due to the fact that many utility agencies take up to 10 weeks to respond to requests for information.

Deliverable: Underground Utility incorporated into final plans, see item 12.

5) Once the new underground utility as-builts are received, NV5 will compare any new as-builts to what is currently shown on the plans and update the electronic plans.

Deliverable: Underground Utility incorporated into final plans, see item 12.

6) NV5 will update the technical specifications, updating references to expired codes and outdated material elements such as AWMD references or paint types. Bringing the specifications into the current CSI format is not anticipated to be needed and, therefore, not included.

The following elements will be evaluated:

Project Phasing

- Notifications to Residents
- Notifications to City and other Agencies
- Traffic Control
- Transit and Bus Routes
- Site Restoration
- City Standards
- Hours of Work
- Prevention of Future Overflow with Smart Covers

Deliverable: PDF of complete Specifications

7) Updates to the City's Front Ends and Special Provisions should be examined.

Deliverable: PDF of complete Specifications

8) Surveying and CAD Files.

- Surveying: NV5 understands that there is no survey or topo within CIP No. 10-21/JN 150S indicating the various utilities, roadway, curb and gutter, etc. for the added limited reach for the 400 LF of Pearl Avenue Sewer Additions between Rosecrans Avenue and East Kay

D. PROJECT WORK PLAN AND SCHEDULE

Street. Therefore, NV5 will research survey mapping control of record within the limited additional project area (Pearl Avenue between Rosecrans Avenue and East Kay Street) from Los Angeles County for this limited reach. NV5 will provide necessary survey crew coordination and office support to dispatch survey crews with necessary support data as follows:

- Horizontal, Vertical & Boundary Control: NV5 will establish project horizontal control based on the California Coordinate System of 1983 (NAD 83), Zone V, found monuments and record information. No Title Reports have been provided or are anticipated to be needed. The Vertical Datum shall be the North American Vertical Datum of 1988 (NAVD 88) derived from Los Angeles County Benchmarks at or near the project site.
- Topographic Survey Field Locations and Elevations: NV5 will obtain ground specific locations and elevations within the defined mapping limits. The survey will include existing roadways, concrete walkways, ADA ramps, curbs, gutters, pavement and visible above ground utilities. Visible and accessible drainage structures and manholes will be surveyed to show ground location and elevations and inverts
- Compile Topographic Survey Map: NV5 will prepare a Topographic Survey Map based per the proposed Pearl Avenue Sewer Additions between Rosecrans Avenue and East Kay Street and mapping limits. Deliverables will be a Version 2022 AutoCAD Civil3D file along with a PDF exhibit of the work area. Mapping will be in conformance with 2021 Minimum Standards for ALTA\NSPS Land Title Surveys, with a plotting scale of 1"= 20' and equivalent vertical accuracy for 0.5' contours intervals.
- Filing/recording any Records of Survey or Corner Records is excluded from this proposal.
- This surveying work is based on information from the City that the project is a Prevailing Wage rate project in the State of California.

- For the existing 29 sheets, NV5 will update these CAD files for Constructability Review considerations agreed upon with the City and will additionally update the files for any additional new or modified underground utilities noted from our research. For the new reach (Pearl Avenue Sewer Additions between Rosecrans Avenue and East Kay Street), it is anticipated that one additional plan and profile sheet will be needed.

Deliverable: Underground Utility incorporated into final plans, see item 12.

9) NV5 will update the Bid Sheet and Bid Sheet explanations to align with the new cost estimate to be provided.

Deliverable: Construction Cost Estimate

10) NV5 will perform a new Construction Cost Estimate. Consideration will be given to the volatile materials market with influences provided from the recent COVID-19 impacts and are not guaranteed. A Contingency is recommended.

Deliverable: Construction Cost Estimate

11) Final QA Check will be performed prior to issuing signed plans and specifications to the City.

12) Final plans will be delivered electronically in eTransmit with AutoCAD and on PDF files to the City.

Deliverable: eTransit AutoCAD Files and PDF of final plans

Milestone: 4.5 months after NTP

Assumptions

13) The City has the electronic survey topo and it is accurate, which formed the Basis of Bearing on G1 such that re-surveying will not be required.

14) NV5 assumes that the City has an existing geotechnical engineering report and will not be performing additional geotechnical explorations for this project. If there is no geotechnical report, NV5 can provide to the City a cost estimate to perform this additional service.

D. PROJECT WORK PLAN AND SCHEDULE

15) NV5 assumes that additional potholing is not required. If during the constructability review, it becomes evident that additional potholing is required, NV5 can submit to the City for its consideration a cost estimate to perform this additional service.

16) NV5 assumes that the City has the electronic CAD files for the 29 sheets. NV5 will utilize the prior engineering AutoCAD files, and to the best of our ability will perform a cursory quality assurance check on these files but assumes no liability or responsibility for latent defects in these files that may not be discovered within our cursory quality assurance check.

17) The City has made Updates to the City's Front Ends and Special Provisions, and will provide these new documents to NV5 for incorporation into the final project Specifications.

18) Updating Specifications to new CSI format is not required.

WHY NV5?

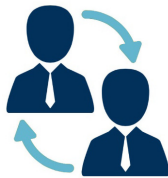
☑ PROVIDING RELIABLE & RESPONSIVE PROFESSIONAL SERVICES

☑ USING LOCAL KNOWLEDGE FROM PREVIOUS LOCAL AGENCY PARTNERSHIPS AND EXPERIENCE

☑ MEETING THE CITY'S NEEDS



MOBILIZE QUICKLY
TO PROVIDE SERVICES



CLEAR COMMUNICATION
ONE POINT OF CONTACT

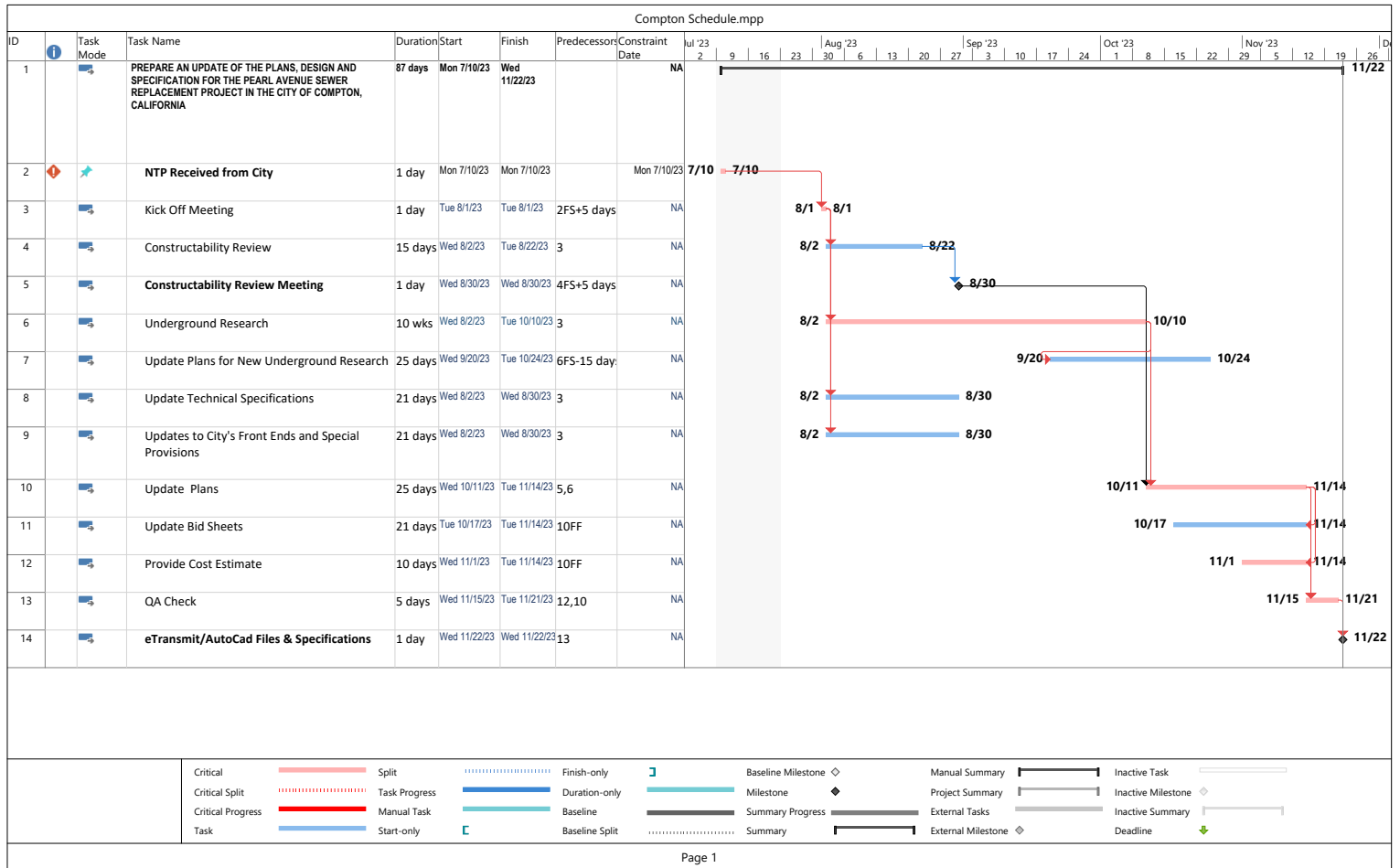


EQUIPPED
WITH RESOURCES



QUICK RESPONSES TO
ISSUES AND CONCERNS

D. PROJECT WORK PLAN AND SCHEDULE



E. APPENDIX

CONTACT INFO

luanne.bean@nv5.com

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 50129

Former Class A General
Engineering Contractor

REGISTRATIONS

FEMA OPS - I

HAZMAT First Responder/
Operations Level

DOT Offers of Bulk
and Non-Bulk HAZMAT
Packages

Nuclear Waste Safety
for Workers

LUANNE BEAN, PE

Project Manager/Senior Engineer

Ms. Bean has more than 30 years of experience in the engineering, design, and construction of water and wastewater projects. As a Registered Civil Engineer and a former Class A General Engineering Contractor, Ms. Bean has seen construction from both sides of the fence. Her technical skills include specialized structural analysis and design of large 600-MGD water treatment plants, pipelines up to 12 feet in diameter, mechanical analysis, SCADA & I&C oversight and coordination, diesel generator design and AQMD permitting, the preparation of engineering plans, specifications and cost estimates, as well as construction management. She has held various positions with many public agencies, including Structural Discipline Director for Southern Nevada Water Authority's \$6B CIP program, City Engineer for the Indio Water Authority, Project Manager for the Metropolitan Water District, and Project Officer in charge of disaster funding across three states and five counties for FEMA.

Project Experience

SR-55 Water Projects

CITY OF SANTA ANA | SANTA ANA, CA

Constructability Review. Ms. Bean provided constructability review services for the Ritchey Street Water Main Relocation (Project No. 19-6438), SA-7 Pressure Reducing Station Relocation (Project No. 19-6439), and SR-55 Water Crossing Relocation (Project No. 19-6440). Our services included a complete review of the project plans, specifications and cost estimates. Constructability review included looking at a congested underground utility area, evaluation of Caltrans requirements, and looking at multiple jurisdictional City requirements, with some work being performed via easements on private property.

Bolsa Chica Water Well Improvements Project CIP No. WT1603

CITY OF SEAL BEACH | SEAL BEACH, CA

Constructability Review. Ms. Bean provided constructability review services for the Bolsa Chica Water Well Improvements Project CIP No. WT1603.

8-inch & 12-inch Water Main and 24-inch Sewer Transmission Main

CITY OF EL MONTE | EL MONTE, CA

Project Manager. Ms. Bean is the City's Project Manager providing engineering and coordination services for the SCRRA Metrolink Commuter Rail Expansion SCORE Phase I project, which will require retrofitting of 3 independent casings crossing underneath the newly proposed railroad tracks.

Sewer Line Crossing at Johnson Avenue and the Railroad

CITY OF EL MONTE | EL MONTE, CA

Project Manager/Senior Engineer. Ms. Bean is responsible for providing emergency engineering design services for the Sewer Line Crossing at



Johnson Avenue and the Railroad. Due to an additional railroad track proposed by SCRRA, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the plans, specifications and estimate; utility research; preparing plans for temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.

Sewer Main Along Portuguese Bend

CITY OF ROLLING HILLS | ROLLING HILLS, CA

Project Manager/Senior Engineer. Ms. Bean is responsible for providing engineering design services for the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road. The City evaluated the feasibility of connecting a portion of the City to a nearby existing wastewater conveyance system. Based on the sewer feasibility study, it was recommended to install a new 8-inch sewer main along Portuguese Bend Road and upgrade the existing sewer main along Rolling Hills Road to a 10-inch and 12-inch sewer main prior to connecting to the Los Angeles County Trunk line. The City has requested that the project be split such that Phase 1 becomes the new 8-inch sewer from Rolling Hills to the existing 8-inch sewer in Rolling Hills Estates and Phase 2 becomes the new Sewer Upgrades in the City of Torrance. NV5's services include a CEQA process overview; utility research; survey and base map preparation; preparation of plans, and construction support services.

Diversion Pipeline

CITY OF CULVER CITY | CULVER CITY, CA

Project Manager/Construction Manager. Ms. Bean oversaw the team that provided engineering, construction management and inspection services for the construction of diversion sewer pipes to abandon Mesmer and Overland Sewer Pump Stations. The project involved both the conventional cut and cover of 25- to 30-foot-deep sewer mains in less than ideal soils conditions in the groundwater, as well as the trenchless jack and bore crossings underneath the Caltrans I-405 and Highway 90. The goal of the project is to divert flows from four of the City's sewer pump stations to a new sewage pump station, Bankfield Station, which is another project for which NV5 is providing construction management and inspection services during construction.

California Avenue Sewer Main

CITY OF CORONA | CORONA, CA

Project Manager/Construction Manager. As part of the Arantine Hills Sewer projects, Ms. Bean oversaw the construction management and inspection services on the California Avenue Sewer Main project, which consisted of nearly 9,000 LF of sewer main up to 24 feet deep within the congested City streets. After initial potholing, some extensive field rework was required to fit the sewer line into the City streets due to unforeseen conflicts not originally shown on the plans. These conflicts were found during potholing and necessitated going back to the Department of Health for encroachment to the City's potable water line with the new sewer construction. NV5 also has provided public outreach and full-time soils compaction testing for the cut-and-cover conventional trench and bore-and-jack construction through congested intersections. This project served the final completed run connecting the Arantine Hills Lift Station to the Arantine Hills Force Main through this gravity interceptor, allowing conveyance of the City's sewer to its downtown treatment plant.

CONTACT INFO

julian.palacios@nv5.com

EXPERIENCE

21 years

EDUCATION

M.S. Environmental
Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 67735

Civil Engineer (Mexico)
Cedula Professional No.
2760774

Urban Water Management
Plan Certificate

JULIAN PALACIOS, PE

QA/QC Manager

Mr. Palacios is a senior project manager in NV5's water group. He provides engineering for a variety of water and wastewater projects, including planning, engineering design, construction services and feasibility studies for water and wastewater treatment, water distribution, wastewater collection, and hydraulic modeling of water and wastewater systems. He has been involved in projects with the Border Environment Cooperation Commission for several communities in the Imperial Valley to improve their water and wastewater infrastructure, and in development of minimum requirements for applying the sustainable development criteria on all of their projects. He is fluent in Spanish.

Project Experience

Lake Boulevard Sewer Improvements

CITY OF OCEANSIDE | OCEANSIDE, CA

Project Manager. Mr. Palacios oversaw the preparation of construction documents for a gravity sewer line replacement along Lake Boulevard and College Boulevard in Oceanside. The existing gravity system utilizes an aboveground cast iron pipe supported by concrete pillars to convey wastewater across Buena Vista Creek and connects to a main trunk sewer pipeline. The project includes rerouting existing 8-inch and 12-inch gravity sewers, a 16-inch force main, and a 6-inch lateral from an adjacent senior community center and reconnecting these pipelines to the proposed 15-inch sewer along Lake Boulevard and College Boulevard.

Imperial Avenue Sewer Pipeline Improvements

CITY OF EL CENTRO | EL CENTRO, CA

Project manager. The 30-inch VCP pipeline is located within the Imperial Avenue roadway, a key North/South traffic route for accessing Interstate 8. The 2-mile alignment is adjacent to the regional hospital, two schools, residential areas, high traffic intersections, and a business district. The pipeline deteriorated due to normal wear and tear, initial construction, seismic events, and surface loading. He reviewed the CCTV videos provided by the City, developed alternatives to address identified deficiencies and oversaw the preparation of design documents for bidding. He directed NV5's surveying and engineering services and coordinated utility potholing and geotechnical investigation. He also coordinated with Caltrans and Union Pacific Railroad, as portions of the improvements fall within their right-of-way.

Cerritos Avenue & South Street Water Main Replacement

CITY OF ANAHEIM | ANAHEIM, CA

Project Engineer. Mr. Palacios is providing engineering design services for the installation of new water mains at Cerritos Avenue and South Street.



CONTACT INFO

india.woodruff@nv5.com

EXPERIENCE

6 years

EDUCATION

M.S. Civil Engineering
(Coastal Engineering)

B.S. Civil Engineering

LICENSES/ CERTIFICATIONS

Metrolink Railroad Safety
Contractor Safety Trained,
No. 26471E22

AWARDS

“Honors” AGC Construction
Project Management
Course, San Diego, CA -
January 2021

Ralph Alan Dusseau Award
for Civil & Environmental
Engineering, Glasboro, N.J.
- May 2016



INDIA WOODRUFF

Project Engineer/Designer

Ms. Woodruff is a proactive, self-motivated Assistant Construction Manager/Resident Engineer who has managed at-risk projects as a contractor in Southern California. She is experienced in Microsoft Office, Procore, Primavera P6, Microsoft Projects, AutoCad, and Revu Bluebeam. Her solid negotiation and communication skills along with proven project management skills allow her to effectively interact with clients.

Project Experience

Crowther Sanitary Sewer Pipeline Replacement Project

CITY OF PLACENTIA | PLACENTIA AND FULLERTON, CA

Assistant Construction Manager. Ms. Woodruff is serving as Assistant Construction Manager for this project, which includes replacement of approximately 7,400 linear feet of gravity sewer pipeline in Crowther Avenue, Placentia Avenue, and Orangethorpe Boulevard, located within the Cities of Placentia and Fullerton. The work involves installation of 15-inch, 18-inch, and 22-inch PVC and fused HDPE sewer pipeline and manholes. The work also includes reconnection into all of the existing gravity mains and service laterals with a terminus tie-in connection at the existing Orange County Sanitation District's trunk line on State College Boulevard. The project, which includes an encasement crossing underneath the 57 freeway in Caltrans right-of-way, involves coordination with multiple agencies, including Caltrans, the Orange County Sanitation District, Golden State Water, Department of Health Services, the City of Fullerton, and other utility and governmental agencies. Working in high-traffic areas, as well as a jack-and-bore crossing underneath the Orange County Flood Control District's flood control channel and a jack-and-bore crossing underneath the BNSF railroad, and multiple crossings of Southern California Gas Co.'s high-pressure gas feeder, are among the project's challenges.

Bankfield Sewage Pump Station

CITY OF CULVER CITY | CULVER CITY, CA

Assistant Project Manager (Construction). The project included constructing a new wet well, which included submersible pumps, backup system, mechanicals, HVAC systems, manholes, electrical equipment, PLC, MCC/VFDs, ATS, perimeter wall, including gates and gate operators, electrical building, ATS, appurtenances, AC paving and grading, and landscaping.

Lemon Booster Pump Station

CALIFORNIA AMERICAN WATER | BRADBURY, CA

Assistant Project Manager (Construction). The project included constructing a new booster pump station, which included 2 (QTY) 700-gpm pumps, VFDs and associated appurtenances, mechanicals, connection to the distribution system, pressure-reducing bypass line, electrical and instrumentation, AC paving and grading, and coordination of required permits.

CONTACT INFO

james.demonaco@nv5.com

EXPERIENCE

11 years

EDUCATION

South Seattle College
Sustainable Building
Science and Technology

JAMES DeMONACO

Project Engineer/Designer (Cost Estimating)

Mr. DeMonaco is a proven project manager with 11 years of experience executing substantial energy projects while leveraging a technical background in building electrical systems and building controls. He has overseen and completed large projects up to \$12M dollars, domestically and internationally, on time and within budget. As a Project Manager, he has owned projects from start to finish and communicates effectively between all stakeholders, while generating high-quality reports and information. He works hard to maintain satisfaction among coworkers, customers and all stakeholders throughout his career and will spot problems early on and resolve them before they impact project schedule and budget.

Project Experience

Crowther Sanitary Sewer Pipeline Replacement Project

CITY OF PLACENTIA | PLACENTIA AND FULLERTON, CA

Assistant Construction Manager. Mr. DeMonaco is serving as Assistant Construction Manager for this project, which includes replacement of approximately 7,400 linear feet of gravity sewer pipeline in Crowther Avenue, Placentia Avenue, and Orangethorpe Boulevard, located within the Cities of Placentia and Fullerton. The work involves installation of 15-inch, 18-inch, and 22-inch PVC and fused HDPE sewer pipeline and manholes. The work also includes reconnection into all of the existing gravity mains and service laterals with a terminus tie-in connection at the existing Orange County Sanitation District's trunk line on State College Boulevard. The project, which includes an encasement crossing underneath the 57 freeway in Caltrans right-of-way, involves coordination with multiple agencies, including Caltrans, the Orange County Sanitation District, Golden State Water, Department of Health Services, the City of Fullerton, and other utility and governmental agencies.

Cerritos Avenue & South Street Water Main Replacement

CITY OF ANAHEIM | ANAHEIM, CA

Mr. DeMonaco is providing engineering services during construction for the installation of new water mains at Cerritos Avenue and South Street. The project includes replacing existing 10-inch Cast Iron Pipe (CIP) and 6-inch Asbestos-Cement Pipe (ACP) with approximately 2,700 LF of new 12-inch Ductile Iron Pipe (DIP) from Brookhurst Street to Nutwood Street with four tie-in connections to existing water mains; replacing existing 8-inch CIP with approximately 350 LF of new 12-inch DIP from Disneyland Drive to Hazelwood Street with three tie-in connections to existing water mains; installing nine 12-inch gate valves and four fire hydrant assemblies on the new 12-inch mains; disconnecting and removing four hydrants on the existing mains; and replacing all existing lateral domestic water services on the existing 8- and 10-inch CIP and 6-inch ACP with new services on the 12-inch DIP.



CONTACT INFO

gerald.tom@nv5.com

EXPERIENCE

34 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 51209

Traffic Engineer (CA)
No. 2541

GERALD TOM, PE, TE

Project Engineer/Designer

Mr. Tom has 34 years of progressive experience in design, technical specifications preparation, construction management, project management and personnel management. He has a thorough understanding of project management from the planning and design phases through the construction phase. His tasks have included preparing schedules, project budgets and materials and labor specifications, as well as coordinating with multiple stakeholders. He has evaluated transportation systems, managed traffic operations and maintenance programs, prepared and reviewed traffic impact studies, and reviewed and inspected the implementation of worksite traffic control plans.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Plan Check Engineer. Mr. Tom is part of the NV5 team providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans. NV5 is also performing various Traffic Engineering Services such as review and recommendation and/or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various tasks.

On-Call City Engineering (Staff Augmentation)

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

City Engineer. Mr. Tom and our team provide comprehensive engineering services for assistance with project management, construction management and inspection, civil engineering design, NPDES, reviewing preliminary grading on planning applications, plan check applications, plan check for engineering and grading, review and approval of tentative and final tract maps, and other services typically provided to a municipality. Mr. Tom also provides plan check services for all City plan reviews.

General Engineering (Staff Augmentation)

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

City Engineer. Mr. Tom and our team provide traffic and general engineering services on an as-needed basis. Services include: conducting and reviewing traffic engineering, traffic analysis, and transportation planning studies; providing analysis of existing and projected traffic conditions; providing electronic traffic control device studies and design; performing pedestrian studies; plan check services; and reviewing new development projects involving traffic impact analysis, modeling, and road impact fee analyses.



CONTACT INFO

rafael.gutierrez@nv5.com

EXPERIENCE

15 years

EDUCATION

A.A. Computer-aided
Drafting & Design

RAFAEL GUTIERREZ

CAD Design

Mr. Gutierrez has more than 15 years of experience as a design engineer for various civil engineering and capital improvement projects, including water/wastewater and transportation projects. As a design engineer, his qualifications include the ability to review and prepare plans, specifications and cost estimates; surveying; and establishing, maintaining and fostering positive working relationships with agency staff. Mr. Gutierrez is proficient in CAD and other design software. He also has extensive people skills and works well with executives, vendors, surveyors, project engineers, architects and drafters in a variety of work environments.

Project Experience

Sewer Line Crossing at Johnson Avenue and the Railroad

CITY OF EL MONTE | EL MONTE, CA

CAD Design. Mr. Gutierrez is providing CAD services for the emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and the Railroad. Due to an additional railroad track proposed by SCRRA, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the plans, specifications and estimate; utility research; preparing plans for temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.

Crowther Sanitary Sewer Pipeline Replacement Project

CITY OF PLACENTIA | PLACENTIA AND FULLERTON, CA

CAD Designer. Mr. Gutierrez is providing CAD design services for this project, which includes replacement of approximately 7,400 linear feet of gravity sewer pipeline in Crowther Avenue, Placentia Avenue, and Orangethorpe Boulevard, located within the Cities of Placentia and Fullerton. The work involves installation of 15-inch, 18-inch, and 22-inch PVC and fused HDPE sewer pipeline and manholes. The work also includes reconnection into all of the existing gravity mains and service laterals with a terminus tie-in connection at the existing Orange County Sanitation District's trunk line on State College Boulevard.

Sewer Main Along Portuguese Bend

CITY OF ROLLING HILLS | ROLLING HILLS, CA

CAD Designer. Mr. Gutierrez is providing CAD design services for the 8-inch Sewer Main along Portuguese Bend Road/Rolling Hills Road.



COST PROPOSAL



FEE PROPOSAL
CITY OF COMPTON
PROFESSIONAL ENGINEERING SERVICES
FOR PEARL AVENUE SEWER LINE REPLACEMENT UPDATE

TASK NO.	WORK DESCRIPTION													TOTAL FEE	
		PROJECT MANAGER/QA/QC \$195		LEAD ENGINEER \$167		PROJECT ENGINEER \$120		CAD DESIGNER \$100		SURVEYING		ODCS			
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$		
1	Kickoff Meeting	2	\$390	2	\$333	2	\$240	2	\$200					\$1,163	
2	Constructability Review	16	\$3,120	16	\$2,667	16	\$1,920							\$7,707	
3	Constructability Review Meeting	4	\$780	4	\$667	2	\$240	2	\$200					\$1,887	
4	Underground Research	5	\$975	18	\$3,000	48	\$5,760						\$500	\$10,235	
5	Update Plans for New Underground Research	16	\$3,120			24	\$2,880	100	\$10,000					\$16,000	
6	Update Technical Specifications	12	\$2,340	32	\$5,333	40	\$4,800							\$12,473	
7	Updates to City's Front Ends and Special Provisions	8	\$1,560	32	\$5,333	48	\$5,760							\$12,653	
8	Update Plans														
8A	Survey New Reach		\$0	3	\$500		\$0		\$0		\$10,500			\$11,000	
8B	Update Existing Plans & New Sheet for New Reach	17	\$3,315	56	\$9,333	36	\$4,320	140	\$14,000					\$30,968	
9	Update Bid Sheets	2	\$390			20	\$2,400							\$2,790	
10	Provide Cost Estimate	13	\$2,535			44	\$5,280							\$7,815	
11	QA Check	13	\$2,535	16	\$2,667			18	\$1,800					\$7,002	
12	eTransmit AutoCad/PDF Plans & Specifications	2	\$390			4	\$480	5	\$500					\$1,370	
	Subtotal	110	\$21,450	179	\$29,833	284	\$34,080	267	\$26,700		\$10,500		\$500	\$123,063	
TOTAL FEE															\$123,063

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and NV5 (hereinafter referred to as “**CONSULTANT**”), located at 163 Technology Drive, Suite 100, Irvine, California 92618, (each a “Party” and collectively, the “Parties”).

RECITALS:

WHEREAS, in 2016, the Superior Court of the State of California, County of Los Angeles entered a Consent Judgment against the City of Compton for the City’s failure to comply with the State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR). The Consent Judgment sets forth specific requirements for the City to comply with the WDR. These requirements included infrastructure upgrades for the City’s sanitary sewer system; and

WHEREAS, Pearl Avenue sewer line is among the list of aging sewer pipes that need to be rehabilitated or replaced for the City to comply with the Consent Judgment. In accordance with the Consent Judgement, the City of Compton prepared a bid/specifications package to solicit bid proposals for the implementation of the Pearl Avenue Sewer Replacement Project CIP No. 10-21/JN150S in 2016. However, as a result of limited budget and several competing high priority projects at the time, the Pearl Avenue Sewer Rehabilitation Project had to be postponed; and

WHEREAS, in order to comply with the Consent Judgement and respond to the most recent State Audit report (dated October 2022), the City is resuming its efforts to move forward with the Pearl Avenue Sewer Rehabilitation Project; and

WHEREAS, resumption of the Pearl Avenue Rehabilitation Project would require the selection of engineering consulting firm to conduct a review and analysis of the existing design and the bid specifications package prepared for the Pearl Avenue project prepared in 2016. The objective is to ensure that the Pearl Avenue Rehabilitation Project is consistent with the existing underground utilities along the pathway of the Pearl Avenue sewer line and also conforms to prevailing industry standards; and

WHEREAS, all work produced by **CONSULTANT** for the **CITY** under this **AGREEMENT** shall be compliant with the current WDR; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of June 2023, the Compton City Council authorized the City Manager to enter into a professional services agreement with **CONSULTANT**, to perform the required scope of service herein under the **CITY’S** Sewer Master Plan; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform engineering and related services to prepare conduct constructability review of the existing design and bid specification package for the Pearl Avenue project pursuant to the **CONSULTANT'S** proposal per the Fee Proposal schedule transmitted to City, dated May 9, 2023. The proposal, including deliverables and fee schedule, are incorporated as part of this Agreement.

Generally, and as further described in the **CONSULTANT'S** proposal, the scope of work includes the following tasks:

- Perform a technical constructability review and bring recommendation to the City for consideration of potential cost-savings metrics
- Perform underground utility research to update what was done for the original design and request current as-builts to develop an updated substructure plan
- Update technical specifications and references to expired codes
- Update City of Compton electronic CAD files for constructability review considerations agreed upon with the City and any additional new or modified underground utilities noted from research.
- Provide a new construction cost estimate, including contingency.
- Update Bid Sheet and Bid Sheet explanations to align with the new construction cost estimate provided and e-transmit AutoCAD/PDF Plans & Specifications

At the completion of the project, **CONSULTANT** shall provide the **CITY** ten (10) hard copy sets of reports, and manuals developed as part of the operation and maintenance plan.

All work produced shall be provided by **CONSULTANT** in an electronic format acceptable to the **CITY**.

It is understood and agreed that **CONSULTANT** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the qualifications of **CONSULTANT** to perform the scope of work in a skillful and professional manner.

CONSULTANT agrees to perform all said work within the Agreement budget and furnish all the necessary materials to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the **CITY**.

CONSULTANT services hereunder shall be performed in good, workmanlike and professional manner. **CONSULTANT** shall be responsible for correcting and completing all errors and omissions related to the services provided by **CONSULTANT** for this Agreement at no additional cost to the **CITY**, conditioned however, upon the **CITY** promptly advising **CONSULTANT** in writing, within one (1) year following completion of **CONSULTANT** services under this Agreement, of any errors and omissions. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by **CONSULTANT** to meet the standards of its profession as set forth in the preceding paragraph.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of **CONSULTANT** from such professional responsibility for the services performed.

2. ASSIGNMENT OF PERSONNEL

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete services. The **CITY** has the right to approve or disapprove any proposed changes in **CONSULTANT'S** staff providing service to the **CITY**. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Luanne Bean, PE Project Manager of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. PROJECT MANAGEMENT & ADMINISTRATION

Luanne Bean will serve as the Project Manager, overseeing the development and execution of the project, tracking the budget and schedule, and serving as the main point of contact for the **CITY's** project manager. Mr. _____, PE, will support Ms. Bean as Principal in Charge and with Quality Assurance/Quality Control. **CONSULTANT** proposes to conduct a **Scoping Kickoff Workshop** with the **CITY** to confirm the project objectives and future needs, review the status of existing/historical data and validate the project's approach for success. The intention of the meeting is for the **CITY** and **CONSULTANT** team to unify on the **CITY's** project goals and objectives, understand the extent of available data, and align the level of effort to achieve the project's overall goal most efficiently and effectively.

4. DURATION OF CONTRACT

CONSULTANT agrees to commence the services provided for herein upon written **Notification to Proceed** from the **CITY** and in a diligent and professional manner, until the project is complete or within 12 months from receipt of the Notice to Proceed.

5. COMPENSATION

The method of payment for this Contract will be based on time and materials, not to exceed (NTE) amount. The total NTE price paid the **CONSULTANT** will include compensation for all work, including travel and equipment. No additional compensation will be paid to the **CONSULTANT**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will

be negotiated between the **CONSULTANT** and the **CITY**. Adjustment in the total lump sum compensation will not be effective until authorized and approved by the **CITY**.

Payments will be made monthly in arrears based on the hours of work completed by the **CONSULTANT**. If **CONSULTANT** fails to submit an acceptable invoice by the 10th of the month following a month when services were rendered, the **CITY** shall have the right to delay payment. **CONSULTANT** shall furnish to the **CITY** an invoice(s) for work performed, itemizing cost of tasks and hours of work completed. **CITY** agrees to pay **CONSULTANT** within 30 days of receipt of invoice(s).

The **CONSULTANT** is required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

For services performed **CITY** agrees to pay and **CONSULTANT** agrees to accept in full payment for this work, the maximum not-to-exceed sum of up to **One Hundred Twenty Three Thousand Sixty Four Dollars (\$123,064)**.

In the event of termination, the **CONSULTANT** shall be entitled to compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon **CONSULTANT** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

6. OWNERSHIP OF MATERIALS

All electronic and hardcopy Computer Aided Drafting (CAD) drawings, reports, documents, or other material prepared, developed or discovered by **CONSULTANT** during the course of providing services pursuant to this Agreement shall be solely the property of the **CITY** and may be used, reused or otherwise disposed of by the **CITY** without the permission of the **CONSULTANT**. Upon completion, expiration or termination of this Agreement, **CONSULTANT** shall turn over to the **CITY** all drawings, reports, documents, or other materials prepared, developed or discovered by **CONSULTANT** during the course of providing services pursuant to this Agreement.

CITY acknowledges that any and all information produced by under this Agreement, including plans, specifications, data, reports, construction documents or electronic files ("documents"), are instruments of professional service. Nevertheless, such documents shall become the property of the **CITY** upon completion of work and payment of monies due to the **CONSULTANT**. In the event the **CITY** consents to, allows, authorizes or approves of changes the **CITY** recognizes that such changes and the results thereof are not the responsibility of the **CONSULTANT**. **CITY** agrees, to the extent permitted by law, to indemnify and hold harmless the **CONSULTANT**, its officers, directors, employees and sub consultants (collectively "Consultant") against any claims, damages, liability of costs, including reasonable attorneys' fees and defense costs, arising from or connected with the unauthorized modification of the documents by the **CITY** or any person or entity that obtains the documents from or through the **CITY**. This provision shall also apply to documents delivered to **CITY** after termination if applicable.

7. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, sub consultants, subcontractors, agents and volunteers (collectively hereinafter the “Consultant”), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONSULTANT**, except as expressly set forth in this Agreement. **CONSULTANT** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONSULTANT** shall not at any time or in any manner, represent that **CONSULTANT** is in any manner officers, employees, agents or volunteers of the **CITY**. shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees expressly waives any claim to such rights.

8. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONSULTANT** each binds itself, its partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

9. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

In the event of **CONSULTANT’S** non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

10. SUBCONTRACTING

CONSULTANT’S services are unique and personal. Except as may be specified in **CONSULTANT’S** Proposal and agreed to by the **CITY**, **CONSULTANT** will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If **CONSULTANT** subcontracts any of the services, **CONSULTANT** will be fully responsible to **CITY** for the acts, errors and omissions of **CONSULTANT’S** subcontractor and of the persons either directly or indirectly employed by the subcontractor, as **CONSULTANT** is for the acts and omissions of persons

directly employed by **CONSULTANT**. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of **CONSULTANT** and **CITY**. **CONSULTANT** will be responsible for payment of subcontractors. **CONSULTANT** will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to **CONSULTANT'S** work unless specifically noted to the contrary in the subcontract and approved in writing by **CITY**.

11. OTHER CONSULTANTS The City reserves the right to employ other consultants in connection with the services.

12. INDEMNIFICATION

CONSULTANT shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "**CITY**"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONSULTANT**, its officers, employees, sub consultants, subcontractors or agents in the performance of the duties undertaken by **CONSULTANT** pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the **CITY**. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of **CITY**, provided, however, **CONSULTANT** shall be responsible for **CITY'S** defense costs to the extent such costs are incurred as a result of **CONSULTANT'S** negligence, recklessness or willful misconduct.

13. INSURANCE

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

Coverages and Limits. **CONSULTANT** will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on **CONSULTANT'S** indemnification obligations under this Agreement. **CITY**, its officers², agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by **CONSULTANT** pursuant to this Agreement are adequate to protect **CONSULTANT**. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation and errors and omissions insurance. **CONSULTANT** will obtain occurrence

coverage, excluding Professional Liability, which will be written as claims-made coverage. If **CONSULTANT** believes that any required insurance coverage is inadequate, **CONSULTANT** will obtain such additional insurance coverage, as **CONSULTANT** deems adequate, at **CONSULTANT'S** sole expense.

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

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

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

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

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

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

14. PERMITS AND LICENSES

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

15. MAINTENANCE AND RECORDS

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

16. WARRANTIES

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

17. GENERAL COMPLIANCE WITH LAWS

CONSULTANT will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by **CONSULTANT**, or in any way affect the performance of the services by **CONSULTANT**. **CONSULTANT** will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the **CONSULTANT** encounters any conflict between such laws and ordinances, **CONSULTANT** shall notify the **CITY** in writing and the parties agree to work cooperatively to resolve the conflict.

18. TERMINATION

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

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

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

19. COVENANTS AGAINST CONTINGENT FEES

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

20. CLAIMS AND LAWSUITS

By signing this Agreement, **CONSULTANT** agrees that any Agreement claim submitted to **CITY** must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. **CONSULTANT** acknowledges that if a false claim is submitted to **CITY** by **CONSULTANT**, it may be considered fraud and **CONSULTANT** may be subject to criminal prosecution. **CONSULTANT** acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If **CITY** seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. **CONSULTANT** acknowledges that the filing of a false claim may subject **CONSULTANT** to an administrative debarment proceeding as the result of which **CONSULTANT** may be prevented to act as a **CONSULTANT** on any public work or improvement for a period of up to five (5) years. **CONSULTANT** acknowledges debarment by another jurisdiction is grounds for **CITY** to terminate this Agreement.

21. CERTIFICATIONS

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

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

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

Jeffrey Cooper, P.E., Principal in Charge

(Date)

22. JURISDICTION, VENUE and GOVERNING LAW

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

23. TESTIMONY

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

24. WAIVERS

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

25. AUTHORITY

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

26. SEVERABILITY

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

27. AMENDMENTS

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

28. CONFIDENTIALITY

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

29. ENTIRE AGREEMENT

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

30. NOTICES

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

To NV5: **Jeffrey M. Cooper, PE,**
Vice President,
163 Technology Drive, Suite 100, Irvine, California
92618

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

Copy to: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585

31. MISCELLANEOUS

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

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

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

NV5/CONSULTANT

Dated: _____ **By:** _____
Jeffrey M. Cooper, PE,
Principal-In-Charge

CITY OF COMPTON

Approved by:

Dated: _____ **By:** _____
Thomas Thomas, City Manager

Approved as to form:

Dated: _____ **By:** _____
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By:** _____
Vernell McDaniel, City Clerk

June 6, 2023

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 MEMORANDUM OF AGREEMENT BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF COMPTON FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Memorandum of Agreement between the South Bay Cities Council of Governments (SBCCOG) and the City of Compton for cost sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area, and authorize a purchase order in the amount of Twenty Five Thousand Dollars (\$25,000) annually on a fiscal year basis to the SBCCOG in exchange for monitoring data collected as part of CIMP Implementation and the City of Compton's (Permit Holder) name on the Annual Report submitted in accordance with the CIMP.

BACKGROUND

The U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2.

The Regional Board adopted National Pollutant Discharge Elimination System MS4 Permit Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (MS4 Permit) on July 23, 2021.

The MS4 Permit became effective on September 11, 2021, and requires that LACFCD, the County, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County comply with the prescribed elements of the 2021 MS4 discharges originating from within their jurisdictional boundaries composed of stormwater and non-stormwater.

The MS4 Permit identified the Permittees as MS4 Permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Permittees collective jurisdictional area in the Dominguez Channel Watershed Management Area.

The Permittees elected voluntarily to collaborate on the development of a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit A of the Memorandum of Agreement (MOA) to comply with all applicable monitoring requirements of the MS4 Permit.

The United States Environmental Protection Agency established the Total Maximum Daily Loads (“TMDL”) for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”).

The Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the Permittees. The Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters.

The Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by preparation and implementation of the CIMP. The Permittees prepared the CIMP, and the SBCCOG has also retained the City of Los Angeles to conduct the monitoring and reporting required by the CIMP.

The mission of the SBCCOG is to allow its members to act collaboratively and focus on improving the environment. As part of its mission and to help its members implement the CIMP for the Dominguez Channel Watershed Management Area, the SBCCOG entered into an MOA with the permittees to administer the monitoring contract with the City and invoice the Permittees for the monitoring services.

STATEMENT OF ISSUE

On July 1, 2016, Regional Board approved the CIMP and the revised CIMP was submitted to the Regional Board by the Permittees on March 13, 2023. Individual NPDES permit holders that are not Permittees, such as the City of Compton, have indicated a desire to participate in the CIMP implementation for individual permit compliance.

Staff Report – Resolution Authorizing Memorandum of Agreement (MOA)
South Bay Cities Council of Governments
Cost Sharing for the Implementation of the Coordinated Integrated Monitoring Program
June 6, 2023, Page 3 of 4

The Permittees authorized the SBCCOG to enter into individual separate MOAs with such individual NPDES permit holders (Permit Holders) for CIMP Implementation cost sharing purposes only.

The Permit Holder desires to obtain monitoring data collected as part of the CIMP Implementation, to have its name included on the Annual Report submitted in accordance with the CIMP Implementation and to share in the costs of CIMP implementation.

The role of the SBCCOG is to invoice and collect funds from the Permit Holder to cover its portion of the costs for CIMP Implementation.

The MOA shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to the MOA. Should the parties mutually agree, the Agreement may be extended in one-year increments via an amendment to the Agreement.

Therefore, in order to authorize the City Manager to enter into a Memorandum of Agreement between the South Bay Cities Council of Governments and the City of Compton for cost sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area, and authorize a purchase order in the amount of Twenty Five Thousand Dollars (\$25,000) annually on a fiscal year basis to the SBCCOG in exchange for monitoring data collected as part of CIMP Implementation and the Permit Holder's name on the Annual Report submitted in accordance with the CIMP, City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of \$25,000 are available in the Public Works Engineering Department's 2022-2023 Fiscal Years budget in Account No. 1529-710-000-4262. Beginning at the commencement of the second MOA year (2024-2025), and annually thereafter, the Annual Payment Amount will be escalated by 2% and will be available in future year budgets.

ALTERNATIVE

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

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN D. STRICKLAND, JR.
PROJECT MANAGER**

APPROVED FOR FORWARDING:

THOMAS THOMAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM
OF AGREEMENT BETWEEN THE SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS AND THE CITY OF COMPTON FOR COST SHARING FOR
THE IMPLEMENTATION OF THE COORDINATED INTEGRATED
MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL
WATERSHED MANAGEMENT AREA**

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a Memorandum of Agreement between the South Bay Cities Council of Governments (SBCCOG) and the City of Compton for cost sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area, and authorize a purchase order in the amount of Twenty Five Thousand Dollars (\$25,000) annually on a fiscal year basis to the SBCCOG in exchange for monitoring data collected as part of CIMP Implementation and the City of Compton's (Permit Holder) name on the Annual Report submitted in accordance with the CIMP; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System MS4 Permit Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (MS4 Permit) on July 23, 2021; and

WHEREAS, the MS4 Permit became effective on September 11, 2021, and requires that LACFCD, the County, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County comply with the prescribed elements of the 2021 MS4 discharges originating from within their jurisdictional boundaries composed of stormwater and non-stormwater; and

WHEREAS, the MS4 Permit identified the Permittees as MS4 Permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Permittees collective jurisdictional area in the Dominguez Channel Watershed Management Area; and

WHEREAS, the Permittees elected voluntarily to collaborate on the development of a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit A of the Memorandum of Agreement (MOA) to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL"); and

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees and the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters; and

WHEREAS, the Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by preparation and implementation of the CIMP; and

WHEREAS, the Permittees prepared the CIMP, and the SBCCOG has also retained the City of Los Angeles to conduct the monitoring and reporting required by the CIMP; and

WHEREAS, the mission of the SBCCOG is to allow its members to act collaboratively and focus on improving the environment and as part of its mission and to help its members implement the CIMP for the Dominguez Channel Watershed Management Area, the SBCCOG entered into an MOA with the permittees to administer the monitoring contract with the City and invoice the Permittees for the monitoring services; and

WHEREAS, on July 1, 2016, Regional Board approved the CIMP and the revised CIMP was submitted to the Regional Board by the Permittees on March 13, 2023 and Individual NPDES permit holders that are not Permittees, such as the City of Compton, have indicated a desire to participate in the CIMP implementation for individual permit compliance; and

WHEREAS, the Permittees authorized the SBCCOG to enter into individual separate MOAs with such individual NPDES permit holders (Permit Holders) for CIMP Implementation cost sharing purposes only; and

WHEREAS, the Permit Holder desires to obtain monitoring data collected as part of the CIMP Implementation, to have its name included on the Annual Report submitted in accordance with the CIMP Implementation, and to share in the costs of CIMP implementation; and

WHEREAS, the role of the SBCCOG is to invoice and collect funds from the Permit Holder to cover its portion of the costs for CIMP Implementation; and

WHEREAS, the MOA shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to the MOA and should the parties mutually agree, the Agreement may be extended in one-year increments via an amendment to the Agreement; and

WHEREAS, funds in the amount of \$25,000 are available in the Public Works 2022-2023 Fiscal Years budget in Account No. 1529-710-000-4262 and beginning at the commencement of the second MOA year (2024-2025), and annually thereafter, the Annual Payment Amount will be escalated by 2% and will be available in future year budgets; and

WHEREAS, in order to authorize the City Manager to enter into a Memorandum of Agreement between the South Bay Cities Council of Governments and the City of Compton for cost sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area, and authorize a purchase order in the amount of Twenty Five Thousand Dollars (\$25,000) annually on a fiscal year basis to the SBCCOG in exchange for monitoring data collected as part of CIMP Implementation and the Permit Holder's name on the Annual Report submitted in accordance with the CIMP, 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 authorize the City Manager to enter into a Memorandum of Agreement between the South Bay Cities Council of Governments and the City of Compton for cost sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area.

SECTION 2. That funds in the amount of \$25,000 are available in the Public Works Engineering Department's 2022-2023 Fiscal Year's budget in Account No. 1529-710-000-4262.

SECTION 3. That beginning at the commencement of the second MOA year (2024-2025), and annually thereafter, the Annual Payment Amount will be escalated by 2% and will be available in future year budgets.

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 _____, 2023.

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, Vernell McDaniel, 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 _____, 2023.

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

MEMORANDUM OF AGREEMENT
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND
THE CITY OF COMPTON

FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED
INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL
WATERSHED MANAGEMENT AREA

This Agreement is made and entered into as of _____, 2023, by and between the South Bay Cities Council of Governments (SBCCOG), a California Joint Powers Authority, and the City of Compton, a California Corporation ("Permit Holder").

RECITALS

1. For the purposes of this Agreement, the term "PERMITTEES" shall mean the Cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and the Los Angeles County Flood Control District (LACFCD) and the County of Los Angeles (COUNTY).
2. The U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2.
3. The Regional Board adopted National Pollutant Discharge Elimination System MS4 Permit Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (MS4 Permit) on July 23, 2021.
4. The MS4 Permit became effective on September 11, 2021, and requires that LACFCD, the COUNTY, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County comply with the prescribed elements of the 2021 MS4 Permit and are subject to waste discharge requirements for their MS4 discharges originating from within their jurisdictional boundaries composed of stormwater and non-stormwater.
5. The MS4 Permit identified the PERMITTEES as MS4 PERMITTEES that are responsible for compliance with the MS4 Permit requirements pertaining to the PERMITTEES' collective jurisdictional area in the Dominguez Channel Watershed Management Area.
6. The PERMITTEES elected voluntarily to collaborate on the development of a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit A of this Memorandum of Agreement (MOA) to comply with all applicable monitoring requirements of the MS4 Permit.

7. The United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL").
8. The Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the PERMITTEES.
9. The PERMITTEES manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip).
10. The PERMITTEES desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by preparation and implementation of the CIMP.
11. The PERMITTEES prepared the CIMP, and the SBCCOG has also retained the City of Los Angeles (CITY) to conduct the monitoring and reporting required by the CIMP.
12. For purposes of this Agreement the term "Consultant" shall refer to the CITY.
13. On July 1, 2016, Regional Board approved the CIMP; and the revised CIMP was submitted to the Regional Board by the PERMITTEES on March 13, 2023 and is pending approval.
14. The mission of the SBCCOG is to allow its members to act collaboratively and focus on improving the environment. As part of its mission and to help its members implement the CIMP for the Dominguez Channel Watershed Management Area, the SBCCOG entered into an MOA with the PERMITTEES to administer the monitoring contract with the CITY and invoice the PERMITTEES for the monitoring services.
15. Individual NPDES permit holders that are not PERMITTEES have indicated a desire to participate in the CIMP implementation for individual permit compliance.
16. The PERMITTEES authorized the SBCCOG to enter into individual separate MOAs with such individual NPDES permit holders (Permit Holders; which shall not have voting rights in any group relating to the PERMITTEES) for CIMP Implementation cost sharing purposes only.
17. The Permit Holder desires to obtain monitoring data collected as part of the CIMP Implementation, to have its name included on the Annual Report submitted in accordance with the CIMP Implementation and to share in the costs of CIMP implementation.

18. The role of the SBCCOG is to invoice and collect funds from the Permit Holder to cover its portion of the costs for CIMP Implementation.

19. The Permit Holder and the SBCCOG are collectively referred to as the "PARTIES."

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the PARTIES do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this MOA is for the Permit Holder to cost share in the CIMP Implementation.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to achieve the purposes of this MOA.

Section 4. Voluntary Nature. The PARTIES voluntarily enter into this MOA.

Section 5. Binding Effect. This MOA shall be binding on SBCCOG and the Permit Holder.

Section 6. Term. This MOA shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to this MOA. Should the PARTIES mutually agree, the Agreement may be extended in one-year increments via an amendment to the Agreement.

Section 7. Role of the SBCCOG.

(a) The SBCCOG shall invoice and collect funds from the Permit Holder to cover a portion of the costs of hiring and paying the CITY to implement the CIMP.

(b) The SBCCOG shall administer the CITY'S contract for implementation of the CIMP by contracting with and paying the CITY.

Section 8. Financial Terms.

(a) The Permit Holder shall pay twenty-five thousand (\$25,000) dollars ("Annual Payment Amount") annually on a fiscal year basis to the SBCCOG in exchange for monitoring data collected as part of CIMP Implementation and the Permit Holder's name on the Annual Report submitted in accordance with the CIMP.

(b) Beginning at the commencement of the second MOA year (2024-2025), and annually thereafter, the Annual Payment Amount will be escalated by 2%.

(c) The SBCCOG will retain a fee of 10% of the Annual Payment Amount for their services. The remaining amount will be credited towards the PERMITTEES' cost of implementing the CIMP.

(d) The Permit Holder's first payment is due upon execution of this MOA

and shall cover the 2023-2024 fiscal year. For each successive year, commencing with the 2024-2025 fiscal year, the SBCCOG shall submit annual invoices to the Permit Holder no later than the May 15th prior to the new fiscal year.

(e) Upon receiving an invoice from the SBCCOG, the Permit Holder shall pay its invoice to the SBCCOG within thirty (30) days of the invoice's date.

(f) The Permit Holder will be delinquent if its invoiced payment is not received by the SBCCOG within forty-five (45) days after the invoice's date. The SBCCOG will follow the procedure listed below: 1) verbally contact the representative of the Permit Holder; and 2) submit a formal letter from the SBCCOG Executive Officer to the Permit Holder at the address listed in Section 12 of the MOA. If payment is not received within sixty (60) days of the invoice date, the SBCCOG may terminate this MOA. However, SBCCOG shall not terminate pursuant to this Section unless the SBCCOG first provides the Permit Holder with thirty (30) days written notice of its intent to terminate the MOA. The terminated Permit Holder shall remain obligated to SBCCOG for its delinquent payments and any other obligations incurred prior to the date of termination. If the SBCCOG terminates this MOA due to the Permit Holder being delinquent in its payment, Permit Holder shall no longer be entitled to the monitoring data collected as part of the CIMP, and Permit Holder's name shall not be included in monitoring reports submitted in accordance with the CIMP.

(g) Any delinquent payments by the Permit Holder shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent, provided that the interest shall not exceed any limit imposed by law.

Section 9. Independent Contractor.

(a) The SBCCOG is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOA. The SBCCOG's officers, officials, employees and agents shall at all times during the term of this MOA be under the exclusive control of the SBCCOG. The Permit Holder cannot control the conduct of the SBCCOG or any of its officers, officials, employees or agents. The SBCCOG and its officers, officials, employees, and agents shall not be deemed to be employees of the Permit Holder.

(b) The SBCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and Consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permit Holder shall defend, indemnify and hold harmless the SBCCOG and the PERMITTEES and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the SBCCOG and any Permittee) for negligent or intentional acts, errors and omissions committed by the Permit Holder or its officers, employees, and agents, arising out of or

related to that Permit Holder's performance under this MOA, except for such loss as may be caused by SBCCOG's negligence or that of its officers, employees, or other representatives and agents other than the Consultant.

(b) SBCCOG makes no guarantee or warranty that the reports prepared by SBCCOG, PERMITTEES or its Consultant shall be approved by the relevant governmental authorities. SBCCOG shall have no liability to the Permit Holder for the negligent or intentional acts or omissions of Consultant. The Permit Holder's sole recourse for any negligent or intentional act or omission of the Consultant shall be against the Consultant and its insurance.

Section 11. Termination.

(a) The Permit Holder may withdraw from this MOA for any reason, or no reason, by giving the SBCCOG thirty (30) days written notice thereof. The withdrawing Permit Holder shall be responsible for its Annual Payment Amount through the end of the current fiscal year during which Permit Holder withdraws. Moreover, unless the withdrawing Permit Holder provides written notice of withdrawal to the SBCCOG by the March 1st immediately prior to the new fiscal year, the Permit Holder shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permit Holder withdraws on March 2, 2024, Permit Holder is responsible for the Annual Payment Amounts for both FY 2024-2025 and FY 2023-2024. If the Permit Holder withdraws on February 25, 2024, the Permit Holder is responsible for its Annual Payment Amount only for FY 2023-2024, not for FY 2024-2025). If the Permit Holder terminates the MOA, the Permit Holder shall remain liable for any loss, debt, or liability otherwise incurred through the end of the fiscal years for which it is responsible for Annual Payments.

(b) The SBCCOG may terminate this MOA upon not less than thirty (30) days written notice to the Permit Holder. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permit Holder.

Section 12. Miscellaneous.

(a) Permit Holder has been accepted as a participant in the CIMP Implementation and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to PERMITTEES. Participant status entitles Permit Holder only to the monitoring data collected as part of CIMP Implementation and to have its name included on all reports submitted in accordance with the CIMP for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the PARTIES require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the PARTIES may from time to time designate by written notice in the aforesaid manner:

To SBCCOG:

Jacki Bacharach

SBCCOG Executive Director
2355 Crenshaw Blvd., #125
Torrance, CA 90501

To the Permit Holder:

Name: _____

Title: _____

Company Name: _____

Address: _____

(c) Amendment. The terms and provisions of this MOA may not be amended, modified or waived, except by a written instrument signed by all PARTIES and approved by all PARTIES as substantially similar to this MOA.

(d) Waiver. Waiver by either the SBCCOG or the Permit Holder of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the SBCCOG or the Permit Holder, to any breach of the provisions of this MOA shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOA.

(e) Law to Govern: Venue. This MOA shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTIES drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this MOA is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOA shall not be affected thereby and this MOA shall be read and construed without the invalid, void, or unenforceable provision(s).

(h) Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

(j) Legal Representation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this MOA on behalf of Permit Holder warrants and represents that he or she has the authority to execute this MOA on behalf of the Permit Holder and has the authority to bind Permit Holder.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed on their behalf, respectively, as follows:

DATE: _____

SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS

John Cruikshank
SBCCOG Chair

DATE: _____

PERMIT HOLDER

Company Name: _____

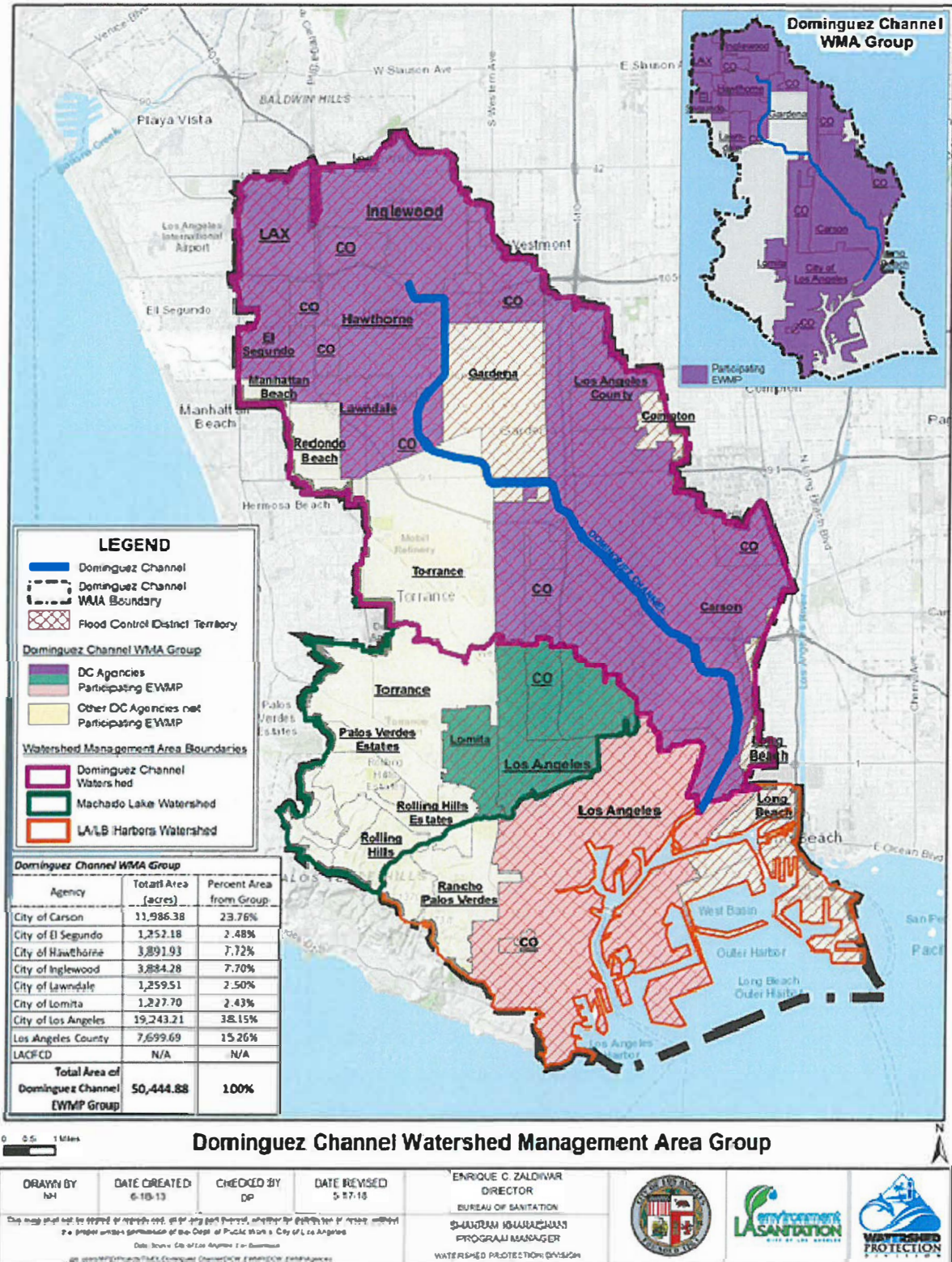
By: _____

Name: _____

Title: _____

EXHIBIT A

Dominguez Channel Enhanced Watershed Management Area Group



June 6, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT.

SUMMARY

Adoption of the attached resolution will ratify the Side Letter Agreement entered into amending the Memorandum of Agreement between the City of Compton ("City") and the Compton Management Employees Association, affiliated with the American Federation of State, County and Municipal Employee Union, designated as Local 2325 ("CMEA/AFSCME Local 2325").

Ratification of the Side Letter Agreement will approve the amendment of Article 40 (Title and Salary Range) of the Memorandum of Agreement ("MOA") between the City and CMEA/AFSCME Local 2325 and provides extra duty pay for the Water Operations Supervisor, in the Water Department and the Project Manager in the Public Works Engineering Department.

BACKGROUND

Article 40 of the MOA entered into between the City and the CMEA/AFSCME Local 2325 identifies the Classification Titles and the Salary Ranges for Chief Executive, Executive and Supervisory Position. In June 2020 the City implemented a workforce reduction which impacted the duties and responsibilities of several classifications represented by CMEA/AFSCME Local 2325.

STATEMENT OF ISSUE

Resolution 25,738 and Resolution 25,748 approved the Side Letter Agreements that provided extra duty pay for the additional workload for the Project Manager for the Public Works Engineering Department and Water Operations Supervisor in the Water Department.

In efforts to continue to minimize the impacts on staff and to improve the expediency and efficiency of service to the public, the City and CMEA/AFSCME Local 2325 reached an agreement on March 8, 2023.

The side letter agreement amends Article 40 (Title and Salary Range) of the MOA and the salary for the following positions shall be amended:

Extra Duty Pay

The side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department and Water Services Supervisor in the Water Department:

Classification

**Project Manager
(Public Works Engineering)**

Effective January 1, 2023

* Extra Duty Pay from 10% to 20% for additional workload. The duration of this pay last until the City Engineer position is filled, OR a Senior Civil Engineer is hired that assumes the duties.

**Water Operations Supervisor
(Water Department)**

Effective January 1, 2023

Extra Duty Pay from 10% to 20% to oversee the design and building of water construction projects throughout the City and other civil engineering duties.

FINANCIAL IMPACT

Funds to cover the cost of the increased salaries are available in the Fiscal Year 2022-2023 Budget.

RECOMMENATION

Staff recommends that the City Council adopt the attached Resolution.

**SHRISTIE N.TORRES
HUMAN RESOURCES DIRECTOR**

**APPROVED FOR FORWARDING:
THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM
OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON
MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 TO
AMENDING ARTICLE 40 MEMORANDUM OF AGREEMENT

WHEREAS, the City of Compton (“City”) and the Compton Management Employees Association, affiliated with the American Federation of State, County and Municipal Employee Union, designated as Local 2325 (“CMEA/AFSCME Local 2325”), are parties to a Memorandum of Agreement (“MOA”), with an effective term of July 1, 2016 through June 30, 2019; and

WHEREAS, CMEA/AFSCME Local 2325 typically represents Chief Executive, Executive and Supervisory designated position classifications; and

WHEREAS, *Article 40* of the MOA entered into between the City and the CMEA/AFSCME Local 2325 identifies the Classification Titles and the Salary Ranges for Chief Executive, Executive and Supervisory Positions; and

WHEREAS, the City implemented a workforce reduction in June 2020 which impacted the duties and responsibilities of several classifications represented by CMEA/AFSCME; and

WHEREAS, Resolution 25,738 and Resolution 25,748 approved the Side Letter Agreements that provided extra duty pay for the additional workload for the Project Manager for the Public Works Engineering Department and Water Operations Supervisor in the Water Department; and,

WHEREAS, in efforts to continue to minimize the impacts on staff and to improve the expediency and efficiency of service to the public, the City and CMEA/AFSCME Local 2325 reached an agreement on March 8, 2023; and,

WHEREAS, the side letter agreement amends Article 40 (Title and Salary Range) of the MOA and the salary for the following positions shall be amended:

Extra Duty Pay

The side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department and Water Services Supervisor in the Water Department:

Project Manager (Public Works Engineering)	<u>Effective January 1, 2023</u> Extra Duty Pay from 10% to 20% for additional workload. The duration of this pay last until the City Engineer is filled, OR a Senior Civil Engineer is hired that assumes the duties.
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Water Operations Supervisor (Water Department)	<u>Effective January 1, 2023</u> Extra Duty Pay from 10% to 20% to oversee the design and building of water construction projects throughout the City and other civil engineering duties.
---	---

WHEREAS, funds are available in the Fiscal Year 2022-2023 Budget to pay the additional costs; and

WHEREAS, the negotiations had during these meetings culminated in a number of mutual concessions between the City and the employee bargaining units, including CMEA/AFSCME Local 2325’s agreement to amend Article 40 of their MOA.

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

Section 1. That the recitals above stated are incorporated herein.

Section 2. That the attached Side Letter of Agreement between the City of Compton and the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325 is hereby ratified.

Section 3. That pursuant to the provisions of the attached Side Letter of Agreement, Article 40 of the Memorandum of Agreement between the City of Compton and the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325 is hereby amended as follows:

Extra Duty Pay

The side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department and the Water Services Supervisor in the Water Department:

**Project Manager
(Public Works Engineering)**

Effective January 1, 2023

Extra Duty Pay from 10% to 20% for additional workload. The duration of this pay last until the City Engineer is filled, OR a Senior Civil Engineer is hired that assumes the duties.

**Water Operations Supervisor
(Water Department)**

Effective January 1, 2023

Extra Duty Pay from 10% to 20% to oversee the Design and building of water construction Projects throughout the City and other civil engineering duties.

Section 4. That all other terms and conditions of the current Memorandum of Agreement shall remain in effect and unchanged.

Section 5. That a copy of this Resolution, including the attached Side Letter of Agreement, shall be filed in the offices of the City Clerk, City Manager, City Attorney, Human Resources and President of the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325.

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

ADOPTED this _____ day of _____, 2023.

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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RATIFYING A SIDE LETTER AGREEMENT AND AMENDING THE
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON
AND THE COMPTON MANAGEMENT EMPLOYEES
ASSOCIATION/AFSCME LOCAL 2325 AMENDING ARTICLE 40 OF THE
MEMORANDUM OF AGREEMENT

WHEREAS the City of Compton ("City") and the Compton Management Employees Association, affiliated with the American Federation of State, County and Municipal Employee Union, designated as Local 2325 (CMEA/AFSCME Local 2325"), are parties to a Memorandum of Agreement ("MOA"), with an effective term of May 2, 2022 through August 31, 2022; and

WHEREAS, CMEA/AFSCME Local 2325 typically represents Chief Executive, Executive and Supervisory designated position classifications; and

WHEREAS, Article 40 of the MOA entered into between the City and the CMEA/AFSCME Local 2325 identifies the Classification Titles and the Salary Ranges for Chief Executive, Executive and Supervisory Positions; and

WHEREAS, the City implemented a workforce reduction in June 2020 which impacted the duties and responsibilities of a Classification represented by CMEA/AFSCME; and

WHEREAS, on May 2, 2022, the City and CMEA/AFSCME reached an agreement to amend the Extra Duty Pay for the Project Manager position to reflect the additional work being done to prepare agenda items and present to the City Council; and

WHEREAS, funds are available in the Public Works Engineering Department's 2022-2023 Fiscal Year budget to pay the additional costs; and

WHEREAS, the negotiations culminated during a meeting of mutual concessions between the City and the employee bargaining unit, including CMEA/AFSCME Local 2325's agreement to amend Article 40 of their MOA.

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

SECTION 1. That the recitals above stated are incorporated herein.

SECTION 2. That the attached Side Letter Agreement between the City of Compton and the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325 is hereby ratified.

SECTION 3. That pursuant to the provisions of the attached Side Letter Agreement, Article 40 of the Memorandum of Agreement between the City of Compton and the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325 is hereby amended as follows:

1. Extra Duty Pay

The Side Letter Agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department:

Project Manager
(Public Works Engineering)

Effective May 2, 2022
*10% Extra Duty Pay for additional workload to prepare and present to the City Council departmental budget documentation and to attend and present departmental agenda items.

The duration of this pay will be for the period of
May 2, 2022 through August 31, 2022.

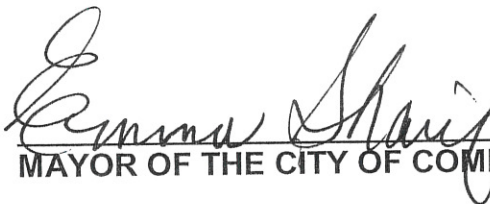
SECTION 4. That funds in the amount of \$5,500 are available in the Public Works Engineering Department's 2022-2023 Fiscal Year budget in Account No. 1001-710-000-4101 to pay the additional costs.

SECTION 5. That all other terms and conditions of the current Memorandum of Agreement shall remain in effect and unchanged.

SECTION 6. That a copy of this Resolution, including the attached Side Letter Agreement, shall be filed in the offices of the City Clerk, City Manager, City Attorney, Human Resources and President of the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325.

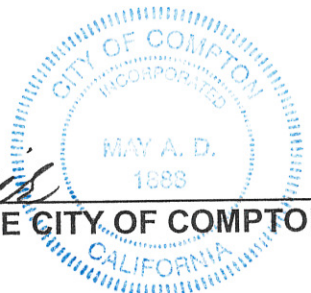
SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 18th day of OCTOBER, 2022.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

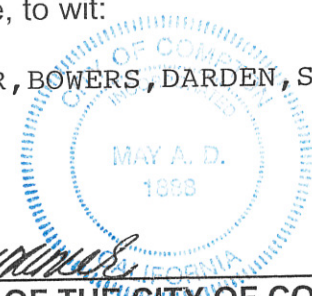


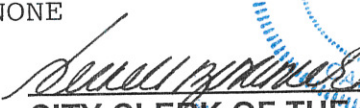
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

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 18th day of OCTOBER, 2022.

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

AYES:	COUNCIL MEMBERS- DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES:	COUNCIL MEMBERS- NONE
ABSTAIN:	COUNCIL MEMBERS- NONE
ABSENT:	COUNCIL MEMBERS- NONE




CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,748

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AND AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 AMENDING ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT

WHEREAS the City of Compton ("City") and the Compton Management Employees Association, affiliated with the American Federation of State, County and Municipal Employee Union, designated as Local 2325 (CMEA/AFSCME Local 2325"), are parties to a Memorandum of Agreement ("MOA"), with an effective term of May 2, 2022 through June 30, 2022; and

WHEREAS, CMEA/AFSCME Local 2325 typically represents Chief Executive, Executive and Supervisory designated position classifications; and

WHEREAS, Article 40 of the MOA entered into between the City and the CMEA/AFSCME Local 2325 identifies the Classification Titles and the Salary Ranges for Chief Executive, Executive and Supervisory Positions; and

WHEREAS, the City implemented a workforce reduction in June 2020 which impacted the duties and responsibilities of a Classification represented by CMEA/AFSCME; and

WHEREAS, on August 2, 2022, the City and CMEA/AFSCME reached an agreement as follows:

1. Extra Duty Pay

The Side Letter Agreement provides extra duty pay for the additional workload for the Water Operations Supervisor in the Water Department:

**Water Operations Supervisor
(Water Department)**

Effective January 1, 2022

*10% Extra Duty Pay for additional workload to oversee the design and building of water construction projects throughout the City and other civil engineering duties. The duration of this pay will be for the period of January 1, 2022 through the start date of a Senior Civil Engineer in the Water Department Current range 158 proposed Range 168; and

Effective July 27, 2022

*13% increase in addition to the 10% (23%) for a period not to exceed 90 days or until the start date of the General Water Department Manager (9/19/2022). This pay increase is for the use of the employees California Water Board D4 Distribution Operator License and being named the Compton Municipal Water Department's Chief Operator in the absence of a General Water Manager (Range 168 to Range 181).

WHEREAS, funds are available in the Water Department's 2022-2023 Fiscal Year budget to pay the additional costs; and

WHEREAS, the negotiations culminated during a meeting of mutual concessions between the City and the employee bargaining unit, including CMEA/AFSCME Local 2325's agreement to amend Article 40 of their MOA.

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

5 **SECTION 1.** That the recitals above stated are incorporated herein.

6 **SECTION 2.** That the attached Side Letter Agreement between the City of
7 Compton and the Compton Management Employees Association/American Federation
8 of State, County and Municipal Employees, Local 2325 is hereby ratified.

9 **SECTION 3.** That pursuant to the provisions of the attached Side Letter
10 Agreement, Article 40 of the Memorandum of Agreement between the City of Compton
11 and the Compton Management Employees Association/American Federation of State,
12 County and Municipal Employees, Local 2325 is hereby amended as follows:

13 **1. Extra Duty Pay**

14 The Side Letter Agreement provides extra duty pay for the additional workload for the
15 Water Operations Supervisor in the Water Department:

16 **Water Operations Supervisor**
17 **(Water Department)**

18 **Effective January 1, 2022**

19 *10% Extra Duty Pay for additional workload to
20 oversee the design and building of water
21 construction projects throughout the City and other civil
22 engineering duties. The duration of this pay will be for
23 the period of January 1, 2022 through the start date of
24 a Senior Civil Engineer in the Water Department at
25 Salary Range 168; and

26 **Effective July 27, 2022**

27 *13% increase in addition to the %10 (23%) for a period
28 not to exceed 90 days or until the start date of the
29 General Water Department Manager (9/19/2022). This
30 pay increase is for the use of the employees California
31 Water Board D4 Distribution Operator License and
32 being named the Compton Municipal Water
Department's Chief Operator in the absence of a
General Water Manager (Range 168 to Range 181).

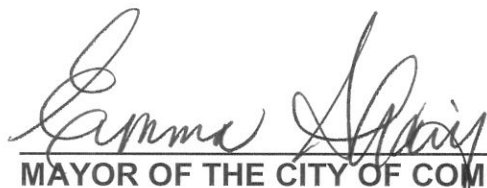
SECTION 4. That funds are available in the Water Department's 2022-2023 Fiscal
Year budget to pay the additional costs.

SECTION 5. That all other terms and conditions of the current Memorandum of
Agreement shall remain in effect and unchanged.

SECTION 6. That a copy of this Resolution, including the attached Side Letter
Agreement, shall be filed in the offices of the City Clerk, City Manager, City Attorney,
Human Resources and President of the Compton Management Employees
Association/American Federation of State, County and Municipal Employees, Local 2325.

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

ADOPTED this 15th day of NOVEMBER, 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 15th day of NOVEMBER, 2022.

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

AYES:	COUNCIL MEMBERS-	DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES:	COUNCIL MEMBERS-	NONE
ABSTAIN:	COUNCIL MEMBERS-	NONE
ABSENT:	COUNCIL MEMBERS-	NONE


CITY CLERK OF THE CITY OF COMPTON

MEET AND CONFER

CITY OF COMPTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME LOCAL 2325)

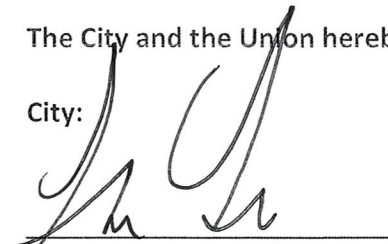
On March 8, 2023, the City of Compton (City) and AFSCME, Local 2325 (Union) met and agreed to increase the extra duty pay for employee's David Bennett, Water Operations Supervisor and John Strickland, Project Manager from 10% to 20% effective January 1, 2023.

Salary Increase

Position	Salary Range	Current Range	Proposed Range	Change
Project Manager	160	170	180	+10
Water Operations Supervisor	158	168	178	+10

The City and the Union hereby agree:

City:


Thomas Thomas
City Manager

Date:

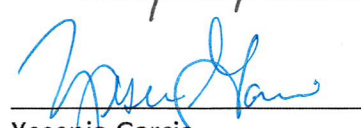
5-11-23

Union:


Desmond Fletcher
AFSCME 2325, President

Date:

5/10/23


Yesenia Garcia
Vice President

Date:

5/11/23

This agreement by the parties is subject to City Council's approval

June 6, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT

SUMMARY

Adoption of this resolution will ratify the Side Letter Agreement entered into between the City of Compton ("City") and the American Federation of State, County and Municipal Employee Union, designated as Local 3947 ("AFSCME Local 3947").

Ratification of the Side Letter Agreement will approve an amendment to Article 19 (Wages/Base Pay, Classification Title) of the Memorandum of Agreement (MOA) between the City and AFSCME Local 3947 and provides a Salary Increase/Extra Duty Pay for the Administrative Analyst II in the City Manager's Office.

BACKGROUND

Article 19 of the MOA entered into between the City and AFSCME Local 3947 identifies the Classification Titles and the Salary Ranges for Non-Supervisory positions. The duties and responsibilities of this classification represented by AFSCME Local 3947 were impacted by the staffing vacancy in the City Manager's Office of the Special Assistant to the City Manager classification. An adjustment in compensation is required for the performance of significant additional duties coordination and implementation of special projects and major assignments, researching and addressing resident complaints and concerns, the attendance at weekly City Council meetings and preparation of weekly report to the City Manager.

STATEMENT OF ISSUE

In an effort to minimize the impacts on staff and to improve the expediency and efficiency of service to the public, the City and AFSCME Local 3947 reached an agreement on February 1, 2023 as follows:

1. Salary Increase/Extra Duty Pay

The Side Letter Agreement provides a Salary Increase/Extra Duty Pay for the additional workload for the Administrative Analyst II in the Office of the City Manager:

Administrative Analyst II	<u>Effective July 1, 2022</u> *20% Salary Increase/Extra Duty Pay
----------------------------------	---

The duration of this Salary Increase/Extra Duty Pay will remain in effect until the City fills the Special Assistant to the City Manager classification vacancy.

FISCAL IMPACT

Funds to cover the cost of the Salary Increase/Extra Duty Pay are available in the City Manager Department's 2022-2023 Fiscal Year budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

SHRISTIE NAIR TORRES
HUMAN RESOURCES DIRECTOR

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF
COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19
OF THE MEMORANDUM OF AGREEMENT**

WHEREAS the City of Compton ("City") and the American Federation of State, County and Municipal Employee Union, designated as Local 3947 ("AFSCME Local 3947"), are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019; and

WHEREAS, AFSCME Local 3947 typically represents Non-Supervisory designated positions and classifications; and

WHEREAS, Article 19 of the MOA entered into between the City and the AFSCME Local 3947 identifies the Classification Titles and the Salary Ranges for Non-Supervisory Positions; and

WHEREAS, the duties and responsibilities of a classification represented by AFSCME Local 3947 were impacted when the Office of the City Manager required additional assistance with the coordination and implementation of special projects and major assignments, researching and addressing resident complaints and concerns, the attendance at weekly City Council meetings and preparation of weekly report to the City Manager; and

WHEREAS, on February 1, 2023, the City and AFSCME Local 3947 finalized an agreement to provide an additional twenty percent (20%) Salary Increase/Extra Duty Pay for the Administrative Analyst II position in the Office of the City Manager in connection with the performance of significant additional duties; and

WHEREAS, funds are available using salary savings in the Office of the City Manager's 2022-2023 Fiscal Year budget to pay the additional costs; and

WHEREAS, the negotiations culminated during a meeting of mutual concessions between the City and the employee bargaining unit, including AFSCME Local 3947's agreement to amend Article 19 of their MOA.

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

SECTION 1. That the recitals above stated are incorporated herein.

SECTION 2. That the attached Side Letter Agreement between the City of Compton and the American Federation of State, County and Municipal Employees, Local 3947 is hereby ratified.

SECTION 3. That pursuant to the provisions of the attached Side Letter Agreement, Article 19 of the Memorandum of Agreement between the City of Compton and the American Federation of State, County and Municipal Employees, AFSCME Local 3947 is hereby amended as follows:

1. Extra Duty Pay

The Side Letter Agreement provides a Salary Increase/Extra Duty Pay for the additional workload for the Administrative Analyst II in the Office of the City Manager:

Administrative Analyst II

Effective July 1, 2022
***20% Extra Duty Pay**

The duration of this Salary Increase/Extra Duty Pay will remain in effect until assistance within the City Manager's Office is no longer needed.

SECTION 4. That funds are available in the City Manager's Office 2022-2023 Fiscal Year budget in Account No. 1001-510-000-4101 to pay the additional costs.

SECTION 5. That all other terms and conditions of the current Memorandum of Agreement shall remain in effect and unchanged.

SECTION 6. That a copy of this Resolution, including the attached Side Letter Agreement, shall be filed in the offices of the City Clerk, City Manager, City Attorney, Human Resources and President of the American Federation of State, County and Municipal Employees, AFSCME Local 3947.

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

ADOPTED this _____ day of _____, 2023.

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, Vernell McDaniel, 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 _____, 2023.

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

REBI
2023 JAN 32 PM 1: 24

MEET AND CONFER
CITY OF COMPTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME LOCAL 3947)

The City of Compton (City) and AFSCME Local 3947 (the Union) agreed to provide Collee Fields, Administrative Analyst II, a 20% salary increase starting on July 1, 2022 and will remain in effect until the City hires a Special Assistant to the City Manager. The pay increase is to assist the City Manager with duties within the City Manager's Office.

SALARY INCREASE

Position	Currant Range	Proposed Range	Change
Administrative Analyst II	138	158	20%

The City and the Union hereby agree:

CITY:



Thomas Thomas
City Manager

UNION:



Enrique Benitez
AFSCME 3947 President

Date:

2-1-23

Date:

2/01/2023



Lupita Gomez-Duran
Vice President

Date:

2/01/2023

June 6, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024
FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017.**

SUMMARY

This Resolution adopts a list of projects for Fiscal Year 2023-2024 funded by SB1, the Road Repair and Accountability Act of 2017.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Compton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

Compton must adopt, by resolution, a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

Compton will receive an estimated \$2,376,109 in RMRA funding in Fiscal Year 2023-2024 from SB1. This is the fifth year in which Compton is receiving SB 1 funding and will enable the City of Compton to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1.

Compton has undergone a robust public process to ensure public input into our community's transportation priorities/the project list. Compton used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high priority and cost-effective projects that also meet the communities priorities for transportation investment.

The funding from SB 1 will help the City of Compton maintain and rehabilitate numerous streets/roads and add active transportation infrastructure throughout the City during FY 2023-2024 and of similar projects into the future.

The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Compton streets and roads are in an “at risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an good condition.

The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

STATEMENT OF THE ISSUE

The Fiscal year 2023-2024 list of projects will be funded in-part or solely with Fiscal Year 2023-2024 Road Maintenance and Rehabilitation Account revenues. The City of Compton also reaffirms its intent to fund previously proposed and adopted projects utilizing Fiscal Year 2022-2023 Road Maintenance and Rehabilitation Account revenues.

Therefore, in order to adopt the list of projects for Fiscal Year 2023-2024 funded by SB 1, the Road Repair and Accountability Act of 2017, City Council’s authorization is necessary.

FISCAL IMPACT

Based upon on the State Department of Finance Statewide revenue projections as of January 2023, the reports estimated a value of SB1 funding that may be available to the City of Compton FY 2023-2024 revenues will be approximately \$2,376,109.

ALTERNATIVE

The City of Compton must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution. Therefore, no other alternatives are being proposed.

RECOMMENDATION

Staff recommends that the City Council adopt the list of projects for Fiscal Year 2023-2024 funded by SB 1, pursuant to the Road Repair and Accountability Act of 2017.

**JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORK ENGINEERING DEPARTMENT**

**THOMAS THOMAS
CITY MANAGER**

Attachment: List of SB1 Projects

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY
SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Compton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Compton must adopt, by resolution, a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Compton will receive an estimated \$2,376,109 in RMRA funding in Fiscal Year 2023-2024 from SB 1; and

WHEREAS, this is the sixth year in which Compton is receiving SB 1 funding and will enable the City of Compton to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Compton has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Compton used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Compton maintain and rehabilitate numerous streets/roads and add active transportation infrastructure throughout the City during FY 2023-2024 and of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Compton streets and roads are in an "at risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. That the attached list of projects will be funded in-part or solely with Fiscal Year 2023-2024 Road Maintenance and Rehabilitation Account revenues.

RESOLUTION NO. _____
PAGE TWO

SECTION 3. That the attached previously proposed and adopted projects may also utilize Fiscal Year 2023-2024 Road Maintenance and Rehabilitation Account revenues in their delivery are hereby adopted.

SECTION 4. That the relisting of these projects in the adopted fiscal year resolution, the City of Compton is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

SECTION 5. That the proposed and adopted project may utilize Fiscal Year 2023-2024 Road Maintenance and Rehabilitation Account revenues in their delivery.

SECTION 6. That with the relisting of these projects in the adopted Fiscal Year Resolution, the City of Compton is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2023.

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, Vernell McDaniel, 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 _____, 2023.

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

CITY CLERK OF THE CITY OF COMPTON

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: Annual Residential Street Project, CIP# 18-01, Phase 2C (PP004 & 5)

Project Description: Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.

Estimated Start Date: September 2023

Estimated Completion Date: March 2024

Estimated Project Useful Life: 10 years minimal/20 years maximum

Project Locations:

No.	Street Name	Limits
1.	Alameda Street East & West	City Limit North to City Limit South
2.	Walnut Street	Central Avenue to Acacia Court
3.	Walnut Parkway	Cul De Sac to Cul De Sac
4.	Walnut Park Drive	Walnut Park way to Walnut Street

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: Annual Residential Street Project, CIP# 18-01, Phase 2D (PP004 & 5)

Project Description: Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole.

Estimated Start Date: April 2024

Estimated Completion Date: October 2024

Estimated Project Useful Life: 10 years minimal/20 years maximum

Project Locations:

No.	Street Name	Limits
1.	Bradfield Avenue	Compton Boulevard to Alondra Boulevard
2.	Greenleaf Boulevard	Central Avenue to Whitemarsh Avenue and City Limit East to Alameda Street

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project (NEW)

Project Description: Install bike lanes and lighting along the corridor; enhance pedestrian crossing at 15 intersections; remove and replace locations for ADA curbs, gutters, sidewalks; grind/overlay asphalt; replace all traffic markings, line work traffic detectors loops

Estimated Start Date: July 2024

Estimated Completion Date: July 2025

Estimated Project Useful Life: 10 years minimal/20 years maximum

Project Location:

No.	Project Title	Description	Limits
1.	Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project	Improve roadway, upgrading sidewalks and curb ramps, adding bus shelters, raised median islands, and landscaping	Rosecrans Avenue to City Limit South

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: Compton Boulevard West (PP001)

Project Description: Installation of raise medians and Class II bicycle lanes; Remove and replace locations for ADA ramps, curb gutters, sidewalk; grind/overlay; replace all traffic markings, line work; traffic loops.

Estimated Start Date: September 2025

Estimated Completion Date: September 2026

Estimated Project Useful Life: 10 years minimal/20 years maximum

Project Location:

No.	Description	Limits
1.	Installation of raised medians and Class II bicycle lanes. Remove and replace locations for ADA ramps, curb gutters, sidewalk; grind/overlay; replace all traffic markings, linework, traffic loops	Willowbrook Avenue to East City Limits

PREVIOUSLY PROPOSED AND ADOPTED PROJECTS

Project Title: Compton Boulevard East (PP002)

Project Description: Install bike lanes and lighting along the corridor; enhance pedestrian crossing at 15 intersections; remove and replace locations for ADA curbs, gutter, sidewalk; grind/overlay asphalt; replace all traffic markings, line work traffic detectors loops

Estimated Start Date: September 2025

Estimated Completion Date: September 2026

Estimated Project Useful Life: 10 years minimal/20 years maximum

Project Location:

No.	Project Title	Description	Limits
1.	Compton Boulevard West	Install bike lanes and lighting along the corridor; enhance pedestrian crossing at 15 intersections. Remove and replace locations for ADA ramps, curb, gutter, sidewalk; grind/overlay asphalt; replace all traffic markings, linework traffic detectors loops	Willowbrook Avenue to West City Limits

June 6, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY FOR ANNUAL FUNDING CONTRIBUTION (\$30,000)

SUMMARY

Since 2006, the City of Compton has been a member of the California Cities for Self-Reliance Joint Powers Authority ("Authority"). The attached resolution will authorize the City Manager to issue a purchase order to the Authority in the amount of Thirty Thousand Dollars (\$30,000.00) as Compton's annual contribution to the Authority for the 2022-2023 Fiscal Year.

BACKGROUND

In 2001, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens (the "Founding Members") formed the California Cities for Self Reliance Joint Powers Authority (the "Authority"). Pursuant to California Government Code Section 6500 *et seq.*, the Founding Members executed a Joint Powers Agreement (the "Agreement"). The Agreement was amended in September 2006 to admit the City of Compton and the City of Inglewood as "Trade Members."

The members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments) and regulate the operations thereof. The Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities. More specifically, the Authority identifies as some of the purposes for which it was created as : (1) to promote and protect the gaming economy of the member cities of the Authority; (2) to seek opportunities for gaming beneficial to the member cities and gaming establishments within their boundaries; (3) to advance the interests of member cities on issues of gaming; (4) to support the interests of gaming establishments in the member cities at regional, state and national levels; and (5) to create gaming opportunities and enter into ventures with all participants in gaming so as to enhance gaming revenues to member cities and the gaming establishments within their boundaries.

STATEMENT OF THE ISSUE

The City's membership dues must be paid for the City to remain in good standing and for City officials to utilize the above identified benefits and services. The Authority Board of Directors has approved a yearly projected budget of \$235,000 calculated at Authority member cities contributing \$30,000.00 each.

FISCAL IMPACT

Funds for this expenditure are available in the 2022-2023 Fiscal Year budget in Account No. 1001-510-000-4219 (Memberships and Publishing).

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE
CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS
AUTHORITY FOR ANNUAL FUNDING CONTRIBUTION (\$30,000)**

WHEREAS, Section 6500 et seq., of the California Government Code provides that two or more cities may, by agreement, jointly exercise any powers common to the cities to the agreement and may by that agreement create an entity which is separate; and

WHEREAS, the California Cities for Self-Reliance Joint Powers Authority (“Authority”) was formed on July 11, 2001, by the execution of a Joint Powers Authority Agreement (“Agreement”) by and between the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens; and

WHEREAS, on September 12, 2006, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens approved Addendum to the Agreement to admit the City of Compton and the City of Inglewood as Trade Members of the Authority; and

WHEREAS, members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments), license employees to work in gaming establishments and otherwise regulate the operations of gaming establishments; and

WHEREAS, the Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities; and

WHEREAS, the City’s membership dues must be paid for the City to remain in good standing and for City officials to utilize the above identified benefits and services; and

WHEREAS, the Authority Board of Directors has approved a yearly projected budget of \$235,000 calculated at Authority member cities contributing \$30,000.00 each; and

WHEREAS, funds for this expenditure are available in the 2022-2023 Fiscal Year budget.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Thirty Thousand Dollars (\$30,000.00) to the California Cities for Self-Reliance Joint Powers Authority as payment for the City of Compton’s 2022-2023 Fiscal Year contribution to the pay annual membership dues to California Cities for Self-Reliance Joint Powers Authority.

SECTION 2. That funds are available in the 2022-2023 Fiscal Year budget, in Account No. 1001-510-000-4219.

SECTION 3. That a certified copy of this Resolution shall be filled in the offices of the City Manager, City Clerk and the City Controller.

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

ADOPTED this _____ day of _____, 2023.

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, Vernell McDaniel, 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 _____, 2023.

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