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
10/15/2024
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION THE COMPTON INITIATIVE & BRIGHT LIGHTS OF COMPTON (10 MINUTES) Councilperson Lillie Darden

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2024-2025 AND 2025-2026 WITH THE OPTION OF TWO (2) ONE (1) YEAR RENEWAL EXTENSIONS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE PEARL AVENUE STREET IMPROVEMENT PROJECT, CIP# 25-01 ($99,935).

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROAD REPAIR SERVICES PROJECT CITYWIDE ($257,977).

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($462,458).

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 10/22/2024 5:30 PM

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

October 15, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2024-2025 AND 2025-2026 WITH THE OPTION OF TWO (2) ONE 1) YEAR RENEWAL EXTENSIONS**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into legal services retainer agreements for Fiscal Years 2024-2025 and 2025-2026 with the option of two (2) one (1) year renewal extensions on an as needed basis to assist the City Attorney's Office.

BACKGROUND

The Compton City Charter, Section 702, authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City. Historically, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters. The attached resolution, if adopted, would authorize the as-needed services of the following law firms: Richards, Watson & Gershon; Liebert Cassidy Whitmore; Sanders Roberts LLP; The Westmoreland Law Firm, P.C.; Harrington, Foxx, Dubrow & Canter, LLP; Enso Law, LLP; Olivarez Madruga Law Organization LLP; Albright, Yee & Schmit, APC; Ivie McNeill Wyatt Purcell & Diggs; Atkinson, Andelson, Loya, Rudd & Romo, P.C; Alvarez-Glassman & Colvin Attorneys at Law; and Aleshire & Wynder LLP.

Staff acknowledges that the aforementioned law firms have the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

FINANCIAL IMPACT

Funds to pay outside legal services are available in the 2024-2025 Fiscal Year Budget of the City Manager's Office and will be used on an "as-needed" basis. An allocation will be made in the 2025-2026 Fiscal Year Budget for these services. Services for each firm shall not exceed $440.00 an hour.

Expenditures for these services for all law firms listed herein shall be paid from the budgeted fund account numbers 1001-510-000-4261, 5100-510-000-4261,1205-510-000-4261 and 1201-510-000-4261.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2024-2025 AND 2025-2026 WITH THE OPTION OF TWO (2) ONE (1) YEAR RENEWAL EXTENSIONS

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City; and

WHEREAS, historically, the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters; and

WHEREAS, the Office of the City Attorney acknowledges that the following law firms possess the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice: Richards, Watson & Gershon; Liebert Cassidy Whitmore; Sanders Roberts LLP; The Westmoreland Law Firm, P.C.; Harrington, Foxx, Dubrow & Canter, LLP; Enso Law, LLP; Olivarez Madruga Law Organization LLP; Albright, Yee & Schmit, APC; Ivie McNeill Wyatt Purcell & Diggs; Atkinson, Andelson, Loya, Rudd & Romo, P.C.; Alvarez-Glasman & Colvin Attorneys at Law; and Aleshire & Wynder LLP.

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

Section 1. That the City Manager is authorized to enter into legal retainer agreements, upon the advice of the City Attorney, with the following law firms for Fiscal Year Budgets 2024- 2025 and 2025-2026 with the option of two (2) one (1) year renewal extensions on a as needed basis to assist the City Attorney's Office: Richards, Watson & Gershon; Liebert Cassidy Whitmore; Sanders Roberts LLP; The Westmoreland Law Firm, P.C.; Harrington, Foxx, Dubrow & Canter, LLP; Enso Law, LLP; Olivarez Madruga Law Organization LLP; Albright, Yee & Schmit, APC; Ivie McNeill Wyatt Purcell & Diggs; Atkinson, Andelson, Loya, Rudd & Romo, P.C,; Alvarez-Glasman & Colvin Attorneys at Law; and Aleshire & Wynder LLP.

Section 2. That legal services performed pursuant to the above referenced legal retainer agreements shall be paid from account numbers: 1001-510-000-4261 **(City Manager's Office - Legal Services);** 5100-510- 000-4261 **(Solid Waste);** 1205-510-000-4261 **(Housing Successor);** 1201-510-000-4261 **(Successor Agency/CRA);** in amounts not to exceed that which is allocated in the 2024-2025 and 2025-2026 Fiscal Years budgets of the City Manager's Office.

Section 3. That the hourly rates shall not exceed $440.00 an hour.

Section 4. That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2024

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, 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 this _____ day of _____, 2024.

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

ATTORNEY REPRESENTATION AGREEMENT

I. PARTIES

This Attorney Representation Agreement ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as "Attorney" or the "Law Firm" and City of Compton, hereinafter referred to as "Client."

II. PURPOSE

Client desires to retain and engage Law Firm to provide legal services and consultation relating to labor relations and other general employment law matters as requested by the Client. Law Firm accepts this engagement on the terms and conditions contained in this Agreement. The Law Firm and Client agree that the Law Firm will not consult on any matters that may result in an action before the City of Compton Personnel Board. The Law Firm and Client may agree to revise this term through a written addendum to this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Hourly Rate Services

Client agrees to pay the Law Firm at the following standard hourly rates:

Partners/Of Counsel (depending on years of experience):	$315 to $390
Associates (depending on years of professional experience):	$ 260 - $295
Paralegals (depending on years of professional experience):	$175 - $205

It is contemplated that the Firm will, and the Firm reserves the right to, increase its hourly rates each year effective each January 1 after the execution of this Agreement, unless the Agreement is canceled or this provision is modified in writing.

2. Costs and Expenses

In addition to the fees described above, Client agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to Client. This administrative fee is in lieu of the Law Firm charging Client for telephone charges ($.07 per minute), incoming and outgoing faxes ($2.00 per page), photocopies ($.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor's standard retail rate), word processing ($40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of Client are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third-party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed portal-to-portal. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) Law Firm charges Client for telephone advice rendered while Attorney is traveling in connection with a matter for another client, (b) Law Firm charges Client for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations, etc.

4. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Firm by Client shall be immediately due and payable.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of anyone or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,

4. Upon failure to cooperate with Law Firm as described in paragraph E.

In the event that the Law Firm ceases to perform legal services for Client, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced. Further, the Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third-Party Conflicts

The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice, or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents. and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Noncooperation will be grounds for the Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between the Client and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. Each side shall bear their own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of Client Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that Client and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular numbers, facsimile numbers, and email addresses other than those which you specify in writing that the Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Miscellaneous

1. Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

2. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

J. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this

Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

IV. DURATION

This Agreement shall commence on July 1, 2024 and terminate on June 30, 2026, and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and Client up to a maximum of two (2) years duration. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that the attorney-client relationship terminated on the last date the Firm provided advice without further action or notice by either party.

Atkinson, Andelson, Loya, Ruud & Romo

Approved by:

Dated: _____ **By** _____

Jabari A. Willis, Esq.

CITY OF COMPTON

Approved by:

Dated: _____ **By** _____

Willie Hopkins Jr., City Manager

Approved as to form only:

Dated: _____ **By** _____

City Attorney

Dated: _____ **By** _____

City Clerk

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the CITY OF COMPTON, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Seventy to Four Hundred Forty Dollars ($270.00 - $440.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents ($0.15) per page. See Schedule I attached.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

7. Assignment

This Agreement is not assignable without the written consent of City.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Agreement is effective July 1, 2024, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

By: _____

Name: J. Scott Tiedemann

Title: Managing Partner

Date: _____

CITY OF COMPTON
A Municipal Corporation

By: _____

Name: Willie A. Hopkins Jr.

Title: City Manager

Date: _____

Approved as to form: ATTEST:

By: _____
Eric Perrodin, City Attorney

Date: _____

By: _____
Vernell McDaniel, City Clerk

Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	$440.00
Senior Counsel	$365.00
Associates	$270.00 - $345.00
Labor Relations/HR Consultant	$280.00
Classification & Compensation Consultant	$210.00
Paralegals	$150.00
E- Discovery Specialists	$175.00
Law Clerks	$150.00 - $185.00

2. COSTS

1. Photocopies	$0.15 per copy

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

THE WESTMORELAND LAW FIRM
A PROFESSIONAL CORPORATION

August 20, 2024

VIA E-MAIL ONLY
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

Re: Terms of Engagement for Legal Services

To Whom It May Concern:

Thank you for retaining The Westmoreland Law Firm (the "Firm" or "Attorney") to represent you (collectively referenced as the "Parties") in the various matters. The Firm's policies, as well as, certain provisions of the California *Business & Professions Code*, require that we have a written agreement without clients setting forth the arrangements upon which we perform legal services. This Agreement (hereinafter the "Agreement") will confirm the terms under which the Client has retained the Firm to perform legal services, and will apply to all matters for which the Firm provides services to Client.

1. Terms of Engagement.

The Firm represents Client, but not any of its affiliates or other related persons or entities, except pursuant to a separate written agreement. This Agreement shall not affect any other engagement letter with the Firm that any of your affiliates or other related persons or entities have entered into or may enter into in the future. This Agreement sets forth our entire agreement for rendering professional services for the Client identified above, as well as, for all other existing or future engagements, except where we have executed another engagement letter for another matter or we otherwise agree in writing.

2. Deposit.

Client agrees to pay Attorney an initial deposit for costs of **$0.00,** to be returned with this signed Agreement. Attorney will hold this initial deposit in a trust account. Client hereby authorizes Attorney to use that deposit to pay the costs, disbursements and other expenses incurred under this Agreement.

GENERALLY, THE FIRM WILL NOT ADVANCE ANY FILINGS FEES OR COURT COSTS AND LEGAL EXPENSES ON BEHALF OF CLIENT AND THE CLIENT ACKNOWLEDGES

AND UNDERSTANDS THAT IF THE FIRM ADVANCES ANY FEES OR COSTS AND EXPENSES, IT WILL BE AT THE SOLE DISCRETION OF THE FIRM, UNLESS THE PARTIES OTHERWISE AGREE.

The amounts advanced by this Firm to pay the costs of prosecuting or defending a claim or action or otherwise connected to the protecting or promoting the Client's interest may be subject to interest charges. Should it be necessary for this Firm to draw a line of credit or otherwise obtain financing to pay such costs on behalf of Client, the Client hereby acknowledges and agrees that he/she/they shall be solely responsible for all of the applicable interest charges, as well as, principal amount.

Client agrees that Attorney's right to recover costs and expenses from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed three (3) days after the date a bill is sent to Client. Client therefore authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay Attorney's costs and expenses five (5) calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within three (3) days of sending the bill, Attorney's right to recover the amount that is identified in the objection will be deemed to be disputed, and Attorney will not withdraw the disputed costs and/or expenses from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than three (3) days after the date the bill is sent and after the funds have been withdrawn, Attorney will not be required to redeposit the disputed costs and/or expenses into the Client Trust Account during the pendency of the dispute.

When Client's deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of $10,000.00.

Once a trial or arbitration date is set, Attorney will require Client to pay all sums then owing, and to deposit the costs Attorney estimates will be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees likely to be assessed. Those sums may exceed the maximum deposit.

Client agrees to pay all deposits required under this Agreement within five (5) days of Attorney's demand. Any deposit that is unused at the conclusion of Attorney's services will be promptly refunded to Client.

3. Legal Fees.

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for personnel are as follows:

Principal:	$450.00 per hour
Associate:	$325.00 per hour
Paralegal:	$175.00 per hour

The rates on this schedule are subject to change on thirty (30) days written notice to Client. If Client declines to pay increased rates, the Parties agree that Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charges will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons. Time is billed in minimum increments of one-tenth (.1) of an hour. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

4. Negotiability of Legal Fees.

Client acknowledges and understands that the rates set forth above are not set by law, but are negotiable between Attorney and Client, at the discretion of the Attorney.

5. Costs and Litigation Expenses/Other Attorney's Fees.

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses paid or owed by Client in connection with this matter, or which have been advanced by Attorney on Client's behalf and which have not been previously paid or reimbursed to Attorney. Costs, disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, interpreter/translator fees, outside photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witness, professional mediator, arbitrator and/or special master fees and other similar items. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – .85 cents per page; (3) facsimile charges – $5.00 for first page and $2.50 each page thereafter; (4) messenger services – at cost; (5) postage at cost; (6) computerized legal research at cost; and (7) travel expenses (food, lodging, etc.) at cost. Client understands that, as set forth in Paragraph 2 above, a deposit for costs may be required before the expenditure is made by Attorney. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Attorney will select any expert witnesses consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment. Attorney will obtain Client's consent before incurring any costs in excess of $2,500.00.

A. Client's Responsibility for Prevailing Party or Court Ordered Fees and Costs to Other Party.

Client acknowledges and understands that if Client's case proceeds to court action or arbitration and Client loses or is not the prevailing party, the court may award Attorney fees as well as some or all of the type of costs enumerated in this Paragraph 5 to the winning or prevailing party or parties. Payment of such attorney fees and costs will be the sole responsibility of Client.

If an award of fees and/or costs to be paid by another party is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover, and does not determine what fees and/or costs Attorney is entitled to charge Client under this Agreement.

B. Allocation of Court Award for Statutory or Contract Fees and Costs.

Client agrees that any award of fees and costs that may be awarded pursuant to contract or statute will belong exclusively to Attorney. Client further agrees that, whether or not attorney's fees or costs are awarded by the court in Client's case, if there is a recovery other than an award of fees and costs pursuant to contract or statute Client will remain responsible for the payment, in full, of the attorney's fees and costs in accordance with this Agreement. However, any payment of court-awarded fees and/or costs by a third party will be credited against the amount of fees and/or costs owed by Client under this Agreement. Therefore, Client agrees that the attorney's fees and costs payable to Attorney pursuant to this Agreement shall be the greater of: (i) the amount otherwise owed to Attorney under this Agreement if the award of attorney's fees and costs were disregarded; or (ii) the amount of the court ordered award of attorney's fees and costs.

C. Responsibility For and Allocation of Sanctions.

Client agrees that any award of fees and costs that may be awarded as discovery or other sanctions shall not be considered part of the Client's recovery and shall belong exclusively to Attorney as additional compensation for extraordinary time and effort. The court may assess monetary sanctions, (including attorney fees and costs) against Client for bad faith conduct, including of discovery proceedings prior to trial, or inappropriate conduct during or even after trial. Any such award will be entirely the responsibility of Client.

6. Bills for Costs and Expenses.

Attorney will send Client periodic bills for fees and costs incurred. Except as provided in Paragraph 2 ("Deposit"), each bill will be payable within five (5) days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 15 days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount

of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

7. Professional Liability Insurance Disclosure.

Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I have professional liability insurance.

8. Conflicts of Interest.

The Firm cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other client with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names (the "Index"). We have reviewed our position based on the information provided by the Client to date, and we are satisfied that we have no conflicts of interest that would prevent the Firm from entering into this Agreement with Client.

9. Client Approval and Settlement.

The Firm will not settle the Client's matter without the Client's approval. The Client will have the absolute right to accept or reject any settlement. The Firm will notify the Client promptly of the terms of any settlement offer received. Client retains the absolute right to accept or reject any settlement.

Whenever a verdict, judgment, award or settlement is obtained in the matter covered by this Agreement, Client authorizes Attorneys to sign on behalf of Client, using Client's name as necessary, any and all legal instruments necessary to conclude settlement or to reduce to possession anything of value due under the claim. Attorney is then authorized to deposit the proceeds in Attorney's trust account, to deduct their fees and costs therefrom, to pay all liens, and to pay the balance to Client. Attorney is given a lien (as described in Paragraph 8) for all services and advances upon any recovery and is authorized to deduct these fees and advances from that recovery.

If a settlement offer is tendered by a Defendant, and Attorneys believe, in good faith, that the settlement offer should be accepted, and communicate this belief to the Client, but Client nonetheless does not accept the settlement offer, Attorney may require Client to: (a) reimburse all costs already incurred, and/or (b) advance the reasonable costs of trial and any other anticipated future litigation expenses. If Client dismisses Attorney for any reason, including substitution of another attorney, Attorney may immediately require Client to reimburse all costs already advanced.

Client authorizes Firm to endorse his/her/its signature on any and all checks for deposit in the Firm's client trust account.

10. Arbitration.

Client has been informed that any dispute relating to Attorney's fees under this Agreement shall be submitted to binding arbitration before the Los Angeles Bar Association pursuant to California *Business and Professions* Code Section 6200, et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California *Business and Professions* Code Section 6200, et seq.

Any other dispute (other than Attorney's fees) between the parties hereto arising out of or relating to this Agreement or Attorneys' professional services rendered to or for Client(s) shall be resolved by binding arbitration before the American Arbitration Associate in Los Angeles, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration.

Attorney has sole discretion to waive arbitration and pursue court intervention should Client fail to meet his/her obligations under this Agreement, including any disputes arising under this Agreement.

11. Attorney Lien.

Attorney has a lien on any and all claims that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid costs, or attorney's fees, at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. The lien will exist and attach to any recovery only for costs already advanced by Attorney. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's own choice before agreeing to such a lien. Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.

12. Consent to Electronic Communications.

In order to maximize efficiency in this matter, the Firm intends to use state of the art technology and communications devices to the fullest extent possible (i.e. Internet, e-mail, smart phones, cloud computing, document transfer by computer, and facsimile transfers). The use of such technology may place the Client's confidences and privileges at risk. However, the Firm believes the effectiveness involved in use of such technology outweighs the nominal risk of accidental disclosure. By signing this letter, the Client acknowledges his/her/its consent to the use of such technology and devices.

13. Delegation of Attorney Services.

The Firm may delegate to other attorneys or business entities some of the legal services to be provided to the Client. Any such delegation will not affect the Client's obligation to pay attorneys' fees and/or costs as provided for in this Agreement.

14. Tax Advice Specifically Excluded.

The Firm has advised the Client that any settlement or judgment obtained as a result of the representation may be partly or wholly taxable. The Firm has informed the Client that tax advice is specifically excluded from the scope of services the Firm will provide under this Agreement. However, if Client desires for Firm to provide tax advice, Client and Firm are required to execute a separate written agreement.

15. Client's Warranty and Duties.

The Client represents and warrants that he/she/it has all requisite power and authority to bind its respective organization to this Agreement, and that this Agreement has been executed and delivered by authorized individuals of its organization and constitutes a valid, legal and binding agreement.

Client agrees to be truthful with Attorney and not to withhold information. Further, Client agrees to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims.

16. Termination of Services/Withdrawal from Representation.

This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be a termination, however, Client agrees and understands that he/she/it will remain liable for all legal services and costs provided and expenses advanced or incurred described under this Agreement.

The attorney-client representation is one of mutual trust and confidence. If the Client has any questions at all about the provisions of this Agreement, the Firm invites his/her/its inquiries. We encourage our clients to inquire about any matter relating to our engagement agreements or invoices that may be in any way unclear or appear unsatisfactory. If the Client does not meet his/her/its obligation of timely payments or deposits under this Agreement, the Firm reserves the right to withdraw from the representation on that basis alone, subject to any required judicial, administrative, or other approvals. In any situation where the Firm's billing for legal fees and/or costs is outstanding for greater than twenty (20) days, the Firm intends to exercise this right to withdraw from representing the Client, terminate all legal services on behalf of the Client, and seek any required approvals. The Firm further reserves the right to withdraw our

representation in circumstances where a conflict of interest arises and is not waived by a necessary party or is not waivable.

In addition, the Firm reserves the right to withdraw from representation, subject to any required judicial, administrative or other approvals if Client breaches any material term of this agreement, or fails to perform his/her/its client duties, or fails to follow the Firm's advice on a material matter, or if a conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our discretion, render our continuing representation to be unlawful, unethical or otherwise inappropriate, including but not limited to Client's conduct rendering unreasonably difficult for Attorney to carry out the employment effectively.

If the Firm elects to terminate our representation, the parties acknowledge and agree that Client will take all steps reasonably necessary and will cooperate as reasonably required to terminate the representation and free Firm from any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation.

17. Client's Dismissal of Firm.

Should a substitution of attorney be made without the consent of Attorney, or should Client otherwise dismiss Attorney, in addition to reimbursing all advanced costs, as set forth above, Client hereby grants to Attorney a lien (as described in Paragraph 11) on the services covered by this Agreement, Attorney reserves the right to demand legal fees set forth in Paragraph 3 and costs set forth in Paragraph 5 at the conclusion of Client's matter. Client agrees and understands that all Attorney's fees and costs will be accelerated and Client will immediately compensate Attorney.

18. Disclaimer of Guaranty.

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of this matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of costs and expenses given by Attorney will not be a limitation on costs and expenses or a guarantee that costs and expenses will not exceed the amount of the deposit or estimate. Actual costs and expenses may vary significantly from estimates given.

19. Modification of Agreement.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both the Firm and the Client.

20. Entire Agreement.

This Agreement contains the entire agreement of the Firm and the Client. No other agreement, statement or promise, either oral or written, made on or before the effective date of this Agreement will be binding on the parties.

21. Further Assurances

The Parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose of this Agreement.

22. Records and Conclusion of Services.

From time-to-time, Attorney will send Client copies of documents and correspondence and other information obtained through the representation. These copies will be placed Client's file at the Firm. When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for costs and expenses will be due and payable immediately. Client may have access to Client's case file at Attorney's office upon providing Attorney a 20-day written notice. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period set forth under the California Rules of Professional Conduct, after which Attorney is authorized by this Agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than period set forth under the California Rules of Professional Conduct after the conclusion of Attorney's services for Client on a given matter have concluded, a separate written agreement must be made between Attorney and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfers possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file at Attorney's expense.

23. Severability In Event of Partial Invalidity.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. Receipt of Proceeds.

All proceeds of Client's case will be deposited into Attorney's trust account for disbursement in accordance with the provisions of this Agreement.

25. Governing Law.

This Agreement is executed and delivered within the County of Los Angeles, State of California, unless otherwise noted, and the rights and obligations of the Settling Parties

hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

26. Effective Date of Agreement.

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. This Agreement shall automatically renew and continue until mutually terminated between Attorney and Agreement.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

LAW FIRM:

THE WESTMORELAND LAW FIRM, P.C.

Date: _____ By: _____
Dominique N. Westmoreland, Esq.

CLIENT:

CITY OF COMPTON,
a California municipal corporation

Approved by:

Dated: _____ By: _____
Willie A. Hopkins Jr., City Manager

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

ATTEST

Dated: _____ By: _____
Vernell McDaniel, City Clerk

Client(s) acknowledges receipt of a copy of this Agreement concurrently with Client(s)signature. CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT AND THAT CLIENT IS LEGALLY BOUND BY THIS AGREEMENT.

Aleshire & Wynder

Sunny K. Soltani | ssoltani@awattorneys.com
p (949) 223-1170 | d (949) 250-5407 | awattorneys.com

September 13, 2024

VIA E-MAIL

Willie A. Hopkins Jr., City Manager
205 S. Willowbrook Avenue
Compton, CA 90220

E-Mail: whopkins@comptoncity.org

Re: **Engagement of Aleshire & Wynder, LLP**

Dear Mr. Hopkins:

This letter agreement ("Agreement") is written to set out and confirm the retention of Aleshire & Wynder, LLP ("Firm") to provide legal representation to the City of Compton and its related entities ("Client" or "you") in connection with certain legal services requested by Client as specified herein.

This letter is written to set out and confirm the retention of the Firm to provide legal representation to the Client in matters requested by the City on a case by case basis. In this regard, please know that California Business and Professions Code § 6148 requires a written fee contract between attorneys and their clients to set forth the scope of the legal services which the attorneys have been retained to perform, and the fees which the attorneys will charge to perform those services.

1. Scope of Services

The Firm will provide legal assistance to Client related to any legal matters in conjunction with the Firm's representation of the Client in any matters requested by the Client.

2. Attorneys Providing Services

While any or all of the Firm's attorneys, paralegals and staff are available to assist in Client's representation, the attorneys assigned to the Client's representation as responsible attorneys shall be Sunny K. Soltani and whomever she designates as appropriate. The services of other attorneys and paralegals in the Firm also may be used as is necessary and appropriate as the undersigned determines to provide the Client with the most effective legal service.

3. Compensation, Costs, and Expenses

The rates for services provided to Client shall be as set forth in Exhibit "A" attached hereto and made a part hereof. These rates may be reviewed and adjusted by an addendum or amendment to this Agreement, approved by the Firm and the Client.

The Firm also might incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Expenses will be reimbursed at the cost thereof in accordance with the billing and reimbursement practices set forth in Exhibit A attached hereto and by this reference incorporated herein.

The Firm's fees are charged on an hourly basis and are billed monthly with payment due thirty (30) days after the date of the bill. Client agrees to pay for all hourly services when billed on a monthly basis. The Firm shall be entitled to include interest at the rate of one percent (1%) per month on the outstanding balances when an amount is outstanding for more than thirty (30) days after the billing date.

4. Retainer

The Firm has not requested a retainer in connection with the representation of Client.

5. Termination

Both the Firm and the Client shall have the right to terminate this engagement at any time, subject to reasonable notice. Notwithstanding the Client's discharge or the Firm's withdrawal, the Client will remain obligated to pay the Firm the fees for all legal services provided under this Agreement and to reimburse the Firm for all costs incurred prior to such approved and effectuated discharge, withdrawal or termination.

6. Disputes

If legal proceedings are instituted to collect fees and costs owing to the Firm, the prevailing party shall be entitled to the allowance of reasonable attorneys' fees and other costs incurred in the action or proceeding. The Firm is entitled to represent itself on all legal matters and the actual time incurred by members of our Firm at our standard hourly rates. The rates are deemed reasonable for collection or other purposes.

7. Insurance

In accordance with California Business and Professions Code, the Firm hereby informs Client that it maintains errors and omissions insurance coverage in an amount applicable to the services to be rendered.

8. Conflicts

The Firm is not aware of any conflict of interest in this representation. Client agrees to inform the Firm of any conflicts which may arise after execution of this Agreement which Client believes would affect the representation of Client.

The Firm may have current or future clients which may have interests adverse to Client or Client's related entities, and the Firm reserves the right to represent such clients in matters not connected to the representation described herein. If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, the Firm may seek waivers from each client with regard to such representation. However, if real conflicts exist, the Firm would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

9. Integration

By signing below, Client acknowledges that no oral representations, statements, or inducements, apart from this written agreement, have been made. If any portion of this Agreement is declared invalid by a court, the remainder shall continue in full force and effect.

10. Execution and Authority

This Agreement may be executed in counterparts and by electronic signature. In executing this Agreement, you warrant that (i) Client is a duly organized and existing entity, (ii) you are duly authorized to execute and deliver this Agreement on behalf of the Client, (iii) by so executing this Agreement, the Client is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Client is bound. This Agreement supersedes any other agreement between the Firm and the Client.

Please carefully review the terms of this Agreement and, if you find them acceptable, execute and return an executed copy. We appreciate your confidence in selecting Aleshire & Wynder, LLP as legal counsel and we look forward to working with you.

Very truly yours,

ALESHIRE & WYNDER, LLP

Sunny K. Soltani
Managing Partner

SKS:ab

cc: Eric Perrodin, City Attorney (eperrodin@comptoncity.org)

I HAVE REVIEWED THIS LETTER AGREEMENT AND UNDERSTAND THE FOREGOING TERMS AND CONDITIONS AND AGREE TO THEM. I HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND CLIENT.

Dated: _____, 2024 By: _____
Willie A. Hopkins Jr., City Manager

EXHIBIT "A"

Legal Fees and Billing and Reimbursement of Costs

The Firm's current hourly billing rates are as follows:

	Hourly Rates
Partners	$375
Associates	$325
Paralegals/Law Clerks	$180

Hourly rate services are billed based upon the attorney performing the work. The Firm bills in time increments of one-tenth (0.1) of an hour, which is about six (6) minutes. Travel time is billed at the hourly billing rates above. These hourly rates are subject to periodic revision with reasonable notice to you; however, the current rates will remain in effect through December 31, 2024. Our rate structure in general may be increased from time to time, and is usually adjusted as of the beginning of each calendar year (i.e., January 1), with written documentation confirming the increase to the Client.

The Firm may also incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses, in addition to hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, including messenger and other delivery fees, postage, parking, and other local travel expenses, photocopying and other reproduction costs, word processing charges, fax charges, charges for computer research, and other similar items. Client also agrees to pay all reasonable necessary transportation and travel expenses.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged, and description of the work performed.

October 15, 2024

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE PEARL AVENUE STREET IMPROVEMENT PROJECT, CIP# 25-01 ($99,935).**

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to provide design engineering services for the Pearl Avenue Street Improvement Project, CIP# 25-01 in the amount of $99,935.

BACKGROUND

Over the past several years, the City of Compton has been carrying out major sewer rehabilitation projects in the City in an effort to upgrade the capacity of its aging infrastructure. Pearl Avenue sewer line was among the list of aging sewer pipes slated for rehabilitation.

In May 2023, the Pearl Avenue sewer line had experienced prolonged structural damage and capacity deficiencies. A CCTV conducted on the site revealed that portions of the sewer line underneath the streets of Pearl Avenue were facing imminent danger of collapsing forming a potential sink hole and/or sewer overflow beneath the street which contained missing pipes.

As a result, on October 17, 2023, pursuant to Resolution No. 25,917, City Council authorized the City Manager to enter into a construction contract with a sewer contractor to carry out the sewer improvements on Pearl Avenue from Rosecrans Avenue to the northern end of the cul-de-sac. The scope of work included replacing sewer mains and connecting laterals, removing and replacing street pavement and striping, replacing a crosswalk signal at the intersection of Rosecrans Avenue and Pearl Avenue as well replacing loop detectors. Construction began on November 7, 2023 and was officially completed and accepted by the City Council on May 21, 2024.

STATEMENT OF THE ISSUE

To continue our efforts on Pearl Street, staff is seeking to perform street rehabilitation work as part of the Pearl Avenue Street Improvement Project. This project will include saw-cutting, curb ramps replacement for ADA compliance, sidewalk improvements along with curb & gutter replacement as recommended, drainage improvements, landscape improvements, bike lane markings as recommended, pavement preparation, manhole adjustments, signage, striping, and any other improvements deemed necessary as determined by the design team.

On July 17 2024, staff solicited and received proposals from qualified design engineering firms to provide the necessary engineering design services that will include field review, recommendations of the needed improvements, and preparation of the engineering design bid documents needed for the construction of Pearl Avenue from Rosecrans Avenue to the northern end of the Cul-De-Sac.

On August 12, 2024, staff received three (3) proposals and ranked them as follows:

Rank	Firm	Location	Amount
1	Infrastructure Engineers	Brea, CA	$99,935
2	NV5, Inc.	Irvine, CA	$88,500
3	Willdan	Industry, CA	$88,681

A panel of Public Works staff reviewed the submitted proposals. Each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, and the proposed schedule for project implementation. Importantly, the selected consultant would be required to review, evaluate, and analyze the existing street conditions condition, soil analysis, street drainage issues, sidewalk, curb/gutter, ADA access curb-ramps, bike lane markings, and landscape improvements as needed. Each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, and the proposed schedule for project implementation.

After careful consideration, the evaluation process resulted in the selection of Bowman Infrastructures Engineers to prepare the construction plans, design specifications for the Pearl Avenue Street Improvement Project in the amount of $99,935. A major factor leading to selection of Bowman Infrastucture Engineers Ltd. dba Infrastructure Engineers is the consultant's commitment to provide bidding assistance through analysis of prospective contractors to ensure the City obtains the lowest apparent

bidder for the contruction project as well as construction administration services.

Bowman Infrastructure Engineers staff has served the region well for the past 30 years, have built strong and collaborative relationships with local municipalities, and bring specialized and innovative roadway preservation and reconstruction engineering expertise. Recently, the team completed a similar project in the City of Lynwood which won the “APWA Project of the Year” award.

Therefore, in order to authorize the City Manager to enter into a professional services agreement with and establish a purchase order with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to provide design engineering services for the Pearl Avenue Street Improvement Project, CIP# 25-01 in the amount of $99,935, City Council’s authorization is necessary.

FISCAL IMPACT

This project is being funded by Community Development Block Grant (CDBG) funds. According to Community Development Block Grant regulations, infrastructure improvements such as streets, sidewalks, curbs, gutter, and streetscape enhancements are considered eligible activities. Specifically, design services as part of an overall street improvement project fall under the eligible category of “public facilities and improvements,” as per 24 CFR 570.201(c).

Funds in the amount of $99,935 are available in the City’s 2024-2025 Fiscal Year budget in Account No. 2800-54-M168-4300.

RECOMMENDATION

Staff recommends that City Council adopt the attached resolution.

JOHN D. STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE PEARL AVENUE STREET IMPROVEMENT PROJECT, CIP# 25-01 ($99,935).

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to provide design engineering services for the Pearl Avenue Street Improvement Project, CIP# 25-01 in the amount of $99,935; and

WHEREAS, over the past several years, the City of Compton has been carrying out major sewer rehabilitation projects in the City in an effort to upgrade the capacity of its aging infrastructure and Pearl Avenue sewer line was among the list of aging sewer pipes slated for rehabilitation; and

WHEREAS, in May 2023, the Pearl Avenue sewer line had experienced prolonged structural damage and capacity deficiencies and a CCTV conducted on the site revealed that portions of the sewer line underneath the streets of Pearl Avenue were facing imminent danger of collapsing forming a potential sink hole and/or sewer overflow beneath the street which contained missing pipes; and

WHEREAS, on October 17, 2023, pursuant to Resolution No. 25,917, City Council authorized the City Manager to enter into a construction contract with a sewer contractor to carry out the sewer improvements on Pearl Avenue from Rosecrans Avenue to the northern end of the cul-de-sac; and

WHEREAS, the scope of work included replacing sewer mains and connecting laterals, removing and replacing street pavement and striping, replacing a crosswalk signal at the intersection of Rosecrans Avenue and Pearl Avenue as well replacing loop detectors; and

WHEREAS, construction began on November 7, 2023 and was officially completed and accepted by the City Council on May 21, 2024; and

WHEREAS, to continue our efforts on Pearl Street, staff is seeking to perform street rehabilitation work as part of the Pearl Avenue Street Improvement Project and this project will include saw-cutting, curb ramps replacement for ADA compliance, sidewalk improvements along with curb & gutter replacement as recommended, drainage improvements, landscape improvements, bike lane markings as recommended, pavement preparation, manhole adjustments, signage, striping, and any other improvements deemed necessary as determined by the design team.

WHEREAS, on July 17 2024, staff solicited and received proposals from qualified design engineering firms to provide the necessary engineering design services that will include field review, recommendations of the needed improvements, and preparation of the engineering design bid documents needed for the construction of Pearl Avenue from Rosecrans Avenue to the northern end of the Cul-De-Sac; and

WHEREAS, on August 12, 2024, staff received three (3) proposals and a panel of Public Works staff reviewed the submitted proposals and ranked them as follows

Rank	Firm	Location	Amount
1	Infrastructure Engineers	Brea, CA	$99,935
2	NV5, Inc.	Irvine, CA	$88,500
3	Willdan	Industry, CA	$88,681; and

WHEREAS, each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, and the proposed schedule for project implementation; and

WHEREAS, the selected consultant would be required to review, evaluate, and analyze the existing street conditions condition, soil analysis, street drainage issues, sidewalk, curb/gutter, ADA access curb-ramps, bike lane markings, and landscape improvements as needed; and

WHEREAS, after careful consideration, the evaluation process resulted in the selection of Bowman Infrastructures Engineers Ltd. dba Infrastructure Engineers to prepare the construction plans, design specifications for the Pearl Avenue Street Improvement Project in the amount of $99,935; and

WHEREAS, a major factor leading to selection of Bowman Infrastructure Engineers is the consultant's commitment to provide bidding assistance through analysis of prospective contractors to ensure the City obtains the lowest apparent bidder for the construction project as well as construction administration services; and

WHEREAS, Bowman Infrastructure Engineers staff has served the region well for the past 30 years, have built strong and collaborative relationships with local municipalities, and bring specialized and innovative roadway preservation and reconstruction engineering expertise; and

WHEREAS, recently, the team completed a similar project in the City of Lynwood which won the "APWA Project of the Year" award; and

WHEREAS, this project is being funded by Community Development Block Grant (CDBG) funds. According to Community Development Block Grant regulations, infrastructure improvements such as streets, sidewalks, curbs, gutter, and streetscape enhancements are considered eligible activities; and

WHEREAS, specifically, design services as part of an overall street improvement project fall under the eligible category of "public facilities and improvements," as per 24 CFR 570.201(c).

WHEREAS, funds in the amount of $99,935 are available in the City's 2024-2025 Fiscal Year budget in Account No. 2800-54-M168-4300; and

WHEREAS, in order to authorize the City Manager to enter into a professional services agreement with and establish a purchase order with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to provide design engineering services for the Pearl Avenue Street Improvement Project, CIP# 25-01 in the amount of $99,935, 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 enter into a professional services agreement with and establish a purchase order with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to provide design engineering services for the Pearl Avenue Street Improvement Project, CIP# 25-01 in the amount of $99,935.

SECTION 2. That funds in the amount of $99,935 are available in the City's 2024-2025 Fiscal Year budget in Account No. 2800-54-M168-4300.

SECTION 3. That a purchase order in the amount of $99,935 shall be established for Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for services to be rendered.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works 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 _____, 2024.

_____
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 _____, 2024.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS

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 Bowman Infrastructure Engineers (hereinafter referred to as **"CONSULTANT"**), located at 3060 Saturn Street CA 92821 (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, over the past several years, the City of Compton has been carrying out major infrastructure improvement/rehabilitation of the City's street and sewer lines in an effort to alleviate deficiencies in the carrying capacity of the City's aging infrastructure systems; and

WHEREAS, pursuant to Council authorization, on October 17, 2023, the Public Works Department, carried out an emergency replacement of the aging sewer pipe at Pearl and Chester Avenues. The implementation of the sewer replacement project has necessitated a concurrent rehabilitation of the surface street along the pathway of the recently rehabilitated North Pearl Avenue sewer line. The objective is to ensure that the proposed street improvement will structurally conform to the specifications of the newly rehabilitated Pearl Avenue sewer line underneath the surface road; and

WHEREAS, the Pearl Avenue Road Improvement Project would require the selection of engineering consulting firm to conduct a review and analysis of the existing design and the bid specifications package. 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, by Resolution No. ____ adopted on the _____ 2024, 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 North Pearl Avenue Road Improvement Project pursuant to the **CONSULTANT'S** proposal per the Fee Proposal schedule transmitted to City, dated August 12, 2024. 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:

- Soil analysis (if recommended/needed)
- Street drainage issues
- Sidewalk and curb/gutter
- ADA Access curb-ramps
- Recommended pavement remediation methodology (i.e., slurry seal, grind/overlay, full-depth
- reconstruction, or a combination thereof)
- Restoration of Survey markings, centerline ties, and bench mark/monuments
- Utility valves, vaults, and manhole covers
- Any/all traffic control markings & Striping/signage that would be affected and need to be replaced
- Any traffic calming measures that need to be installed or replaced such as speed humps.
- Any other street related items pertinent to its operation, and deemed necessary as determined by the
- consultant and approved by the City Engineer.

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.

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

3. PROJECT MANAGEMENT & ADMINISTRATION

_____ 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. **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 Three Dollars ($$123,063).**

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 C**ONSULTANT** 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.

_____ _____

Program Manager **(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 :

Sid Mousavi, PE
Bowman Infrastructures Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821

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.

BOWMAN INFRASTRUCTURE ENGINEERS LTD, DBA INFRASTRUCTURE ENGINEERS CONSULTANT

By: _____ **Dated:** _____
Farzad Dorrani, MS

CITY OF COMPTON

Approved by:

By: _____ **Dated:** _____
Willie A. Hopkins, Jr., City Manager

Approved as to form:

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

ATTEST:

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

INFRASTRUCTURE ENGINEERS
a Bowman company

City of Compton, CA

Professional Engineering Design Services for North Pearl Avenue Road Improvements

Technical Proposal

Submitted by:

Sid Mousavi, MSCE, PE, Senior Principal
Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821
714.940.0700 | sidmousavi@bowman.com

Submitted to:

Amal Sedrak, PE, PMP, City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

August 12, 2024

infrastructure-engineers.com | bowman.com

INFRASTRUCTURE ENGINEERS
a Bowman company

August 12, 2024

Amal Sedrak, PE, PMP
City Engineer, RCE 78651
City of Compton
205 South Willowbrook Avanue
Compton, CA 90220

RE: Professional Engineering Design Services for North Pearl Avenue Road Improvements

Dear Selection Committee:

Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers, a Bowman company (IE Bowman), is pleased to submit this Technical Proposal in response to the referenced project above. **As of June 13, 2023, Infrastructure Engineers has officially joined Bowman.** This change provides a strong foundation and additional resources for us to merge our comprehensive skillsets while offering the same level of commitment to our clients and employees. While the Bowman name may be new to you and others at the City of Compton, our team includes the same qualified professionals from IE and offers the same local presence with three offices in the southern California area. Our southern California staff have served the region well for the past 30 years, have built strong and collaborative relationships with local municipalities, and bring specialized and innovative roadway preservation and reconstruction engineering expertise.

Our firm is currently managing multiple similar contracts such as the Arterial Street Improvement and Slurry Seal Improvement Zone 5 projects for the City of Bell Gardens and the South Verdugo Road Pavement Rehabilitation project for the City of Glendale. Most importantly, our team has completed similar projects such as the Montebello Boulevard Widening Project for the City of Montebello and Long Beach Boulevard Improvements Project for the City of Lynwood which have both won **"APWA Project of the Year" awards.**

Our working relationships with municipal staff, proven expertise in the roadway and pavement design, traffic analysis and design of multimodal transportation improvement projects, and our experience developing workable solutions in a practical and responsive manner within budget and schedule, provide the City of Compton with an experienced partner to assist with the design needs within this contract.

Our proposed Project Manager Christopher Ley, PE has over 29 years design and engineering experience. His expertise. His expertise includes CAD Civil 3D and civil engineering design including street layout, hydrology, drainage, sewer design and grading for public and private projects.

Thank you for considering our team to serve as your pavement improvement consultant. If you have any questions or need additional information, please contact Chris via phone at 714.982.5042 or via email at cley@bowman.com. As motivated transportation experts with aspirations to improve the City of Compton's roadways, we are extremely enthusiastic about this opportunity and look forward to working with you.

Sincerely,

Farzad Dorrani, MS
Principal - Southern California Operations

3060 Saturn Street, Suite 250, Brea, California 92821
714.940.0100
infrastructure-engineers.com | bowman.com

Table of Contents

1 General Experience

2 Experience with Pavement Management Studies

3 Team Qualifications & Experience

4 Project Approach

5 Project Schedule

General Experience

General Experience

The respondent is to provide specific examples of projects that are representative of the type of project (s) that the respondent has designed in the past five years.

Client	Project
City of Adelanto	Emergency Intersection Repair at Mojave Dr and Bellflower St
City of Adelanto	Bartlett Avenue Rehabilitation Project Between Adelanto Rd. and Poinciana Rd.
City of Adelanto	Bellflower St. Rehabilitation Project Between Chamberlaine Way and Air Expressway
City of Baldwin Park	Citywide Speed Zone Survey and Speed Limit Study
City of Baldwin Park	Paving Residential and Major St. Rehabilitation FY2021
City of Baldwin Park	Active Transportation Program (ATP) Cycle III
City of Baldwin Park	Gap Closure Improvement
City of Baldwin Park	San Gabriel River Greenway
City of Baldwin Park	Downtown Beautification Project
City of Baldwin Park	Landscape Design of San Gabriel River Greenway
City of Baldwin Park	Big Dalton Wash Greenway and Neighborhood Connection Phase II
City of Baldwin Park	SB1 Street Improvement and Rehabilitation of Puente Ave and Garvey Ave
City of Baldwin Park	Maine Ave Phase 1B
City of Baldwin Park	Safe Routes to School Railroad at Macdevitt St
City of Baldwin Park	Safe Routes to School Pleasant View
City of Baldwin Park	Calino Avenue Street Improvement
City of Bell Gardens	Systematic Safety Analysis Report Program (SSARP)
City of Bell Gardens	ATP Cycle V - Citywide Complete Streets Improvements
City of Bell Gardens	Slurry Seal Imp. Zone 5
City of Bell Gardens	Citywide Bike Lane Sharrow Re-Striping-Design Phase
City of Bell Gardens	Florence Ave. from Garfield Ave. to Granger Ave. Pavement Repair - Design Phase
City of Bell Gardens	Various Residential Street Improvements (FY 2022-2023)
City of Bell Gardens	Slurry Seal Imp. Zone 4
City of Bell Gardens	Arterial St. Imp. (FY 21-22)-Design Phase Proposition C & Metro Transfer Grant
City of Bell Gardens	Various Residential St. Imp. (FY 21-22) - Design Phase Measure M & Measure Fund
City of Bell Gardens	ATP Cycle 5 - Traffic Studies
City of Bell Gardens	HSIP Cycle 8 - Various Street Improvements
City of Bell Gardens	Citywide Striping Markings
City of Bell Gardens	Various Alleys Improvement Project
City of Bell Gardens	Various Residential Street Improvement (FY 20-21)
City of Bell Gardens	Arterial Street Improvement (FY 20-21)
City of Bell Gardens	Garfield Avenue Improvement Project
City of Bell Gardens	Pavement Management Systems Report
City of Bell Gardens	Slurry Seal Improvement Zones 1B and 2
City of Bell Gardens	Gage Avenue Rehabilitation Project
City of Bell Gardens	SB1 Street Rehabilitation Project Phase 2
City of Bell Gardens	Citywide Landscape Maintenance Project
City of Brea	Laurel School Alley Project
City of El Monte	Schmidt Road Street Improvement

General Experience

Client	Project
City of Glendale	S. Verdugo Rd. Pavement Rehabilitation
City of Hawaiian Gardens	Carson Street Beautification Phase II
City of Hawaiian Gardens	Pioneer Park Renovations
City of Hawaiian Gardens	Norwalk Blvd Rehabilitation
City of Hawaiian Gardens	Various Residential Street Improvements (FY 20-21)
City of Hawaiian Gardens	Various Residential Street Improvements (FY 19-20)
City of Hawaiian Gardens	HSIP Cycle 8
City of Hawaiian Gardens	CDBG Street Improvement Project
City of Hawaiian Gardens	Joliet Ave Fence Replacement Project
City of Hawaiian Gardens	Rehabilitation Project FY 2021-22
City of Hawaiian Gardens	HSIP Cycle 11
City of Hawaiian Gardens	Slurry Seal Project
City of Hawaiian Gardens	St. Rehabilitation Project (FY 2021-2022) - Topo. Survey
City of Huntington Park	Litter Abatement and Beautification Project
City of Huntington Park	Water Quality St Salt Lake Ave
City of Huntington Park	Greenway Linear Park Project
City of Huntington Park	Slauson Ave Congestion Relief Improvement Project
City of Huntington Park	ATP Cycle 2
City of Huntington Park	Various Street Improvement Project
City of Huntington Park	ATP Cycle II - Uncontrolled Crosswalk & Pedestrian Safety
City of Huntington Park	Project Study Report Equivalent ATP Cycle III
City of Huntington Park	ATP Cycle III Project
City of Huntington Park	SB1 Street Enhancement Project FY 20-21
City of Huntington Park	SB1 CDBG Street Reconstruction Project FY 21-22
City of Huntington Park	ATP Cycle V Safe Routes and Childhood Obesity Project
City of Lynwood	Gateway Cities Council of Governments Project Funding Application Preparation Services
City of Lynwood	HSIP Cycle 9 - Traffic Signal Improvement at Imperial Hwy and Atlantic Ave.
City of Lynwood	HSIP Cycle 9 - Traffic Signal Improvement at Atlantic Ave. and Carlin Ave.
City of Lynwood	ATP Cycle 2
City of Lynwood	Brewster Ave. Street Improvement
City of Lynwood	Citywide Slurry Seal Project - Phase 4
City of Lynwood	Citywide Slurry Seal Project - Phase 3
City of Lynwood	Citywide Slurry Seal Project - Phase 2
City of Lynwood	Citywide Slurry Seal Project - Phase 1
City of Lynwood	Gertrude Dr Improvement Project
City of Lynwood	Fertile Street Improvement Project
City of Lynwood	Stoneacre Street Improvement Project
City of Lynwood	Palm Ave Improvement Project
City of Lynwood	Bullis Rd Improvement Project
City of Lynwood	Capistrano Street Improvement Project
City of Lynwood	Lilita St and Eve Ave Strom Drain Improvement Project
City of Lynwood	Peach St Improvement Project

General Experience

Client	Project
City of Lynwood	Virgina Ave Street Improvement Project
City of Lynwood	CIP Priority 2 Streets improvements Project - Phase II
City of Lynwood	Agnes Ave. Street Improvement
City of Lynwood	Atlantic Ave. Street Improvement
City of Montebello	Taylor Ranch Greenspace
City of Montebello	Montebello Blvd Bike Lane and Sidewalk Improvement Project
City of Montebello	Beverly Blvd. (West City Limit To Findlay Ave.)
City of Montebello	Beverly Blvd. (Findlay Ave. to Garfield Ave.)
City of Montebello	Beverly Blvd. (Via Val Verde to Wilcox Ave.)
City of Montebello	Whittier Blvd. (120' West Garfield Ave. to Montebello Blvd.)
City of Montebello	Whittier Blvd. (Montebello Blvd. to Van Norman)
City of Montebello	Wilcox Ave. (Beverly Blvd. to Whittier Blvd.)
City of Montebello	Union St. (Greenwood Ave. to Gage Rd.)
City of Montebello	Mines Ave. (Vail Ave. to Greenwood Ave.)
City of Montebello	Date Street (Maple Ave. to Greenwood Ave.)
City of Montebello	Maple Ave. (Washington Blvd. to Date St.)
City of Montebello	Vail Ave. (Olympic Blvd. to Colgrove Ave.)
City of Montebello	Vail Ave. (Colgrove Ave. to UPRR)
City of Montebello	Montebello Blvd. (Los Angeles Ave. to Lincoln Ave.)
City of Montebello	Gage Rd. (Union St. to Telegraph Rd.)
City of Montebello	Ferguson Dr. (Pickering Way to Vail Ave.)
City of Montebello	HSIP Cycle 7 Project - Various Intersections Improvement
City of Montebello	Maple Ave. Street Improvement
City of Montebello	Various Street Improvements FY 19-20
City of Montebello	Various Street Rehabilitation FY 19-20
City of San Bernardino	Safe Routes to School Sidewalk Gap Closure

ATP CYCLE III - CITY OF BALDWIN PARK

Our team provided final plans, specifications, and estimates (PS&E) for the city to advertise the project for construction after the completion of the preliminary design phase. We provided project management and administration including preparation of design documents, developing the project schedule, processing, and obtaining California Transportation Commission (CTC) allocation and construction authorization. Our team also provided a project report and environmental analysis that summarized the alternative analysis and engineering studies as well as conducting an environmental review and coordinate with the city and the California Department of Transportation (Caltrans) as to the requirements of the California Environmental Quality Act (CEQA). We then provided bid support during the bidding and award period to city staff by responding to requests for information (RFIs), preparation addendum and other technical assistance.

Experience with Pavement Management Studies

Experience with Pavement Management Studies

The respondent shall specifically identify experience with pavement management studies. Consultant shall include agency contact information, street classification, miles evaluated, final costs, and duration of projects. Consultant shall describe process used to collect and evaluate data for each project identified.

Project	Agency Contact	Street Classification	Miles Evaluated	Final Costs	Duration of Project
Bell Gardens 2017 PMS Update	Bernardo Iniguez Director of Public Works 562.806.7770 biniguez@bellgardens.org	Arterial Collector Residential Alleys	14.1 9.7 23.6 7.2	$4,781,030 $1,940,206	2017-18 to 2021-22
Bell Gardens 2020 PMS Update	Bernardo Iniguez Director of Public Works 562.806.7770 biniguez@bellgardens.org	Arterial Collector Residential Alleys	14.0 9.7 23.4 7.3	$9,480,294	2020-21 to 2024-25
Bell Gardens 2024 PMS Update	Bernardo Iniguez Director of Public Works 562.806.7770 biniguez@bellgardens.org	Arterial Collector Residential Alleys	14.0 9.7 23.3 7.2	$11,075,512	2024-25 to 2028-29
Baldwin Park 2017 PMS Update	Sam Gutierrez Director of Public Works 626.960.4011 ext. 460 sgutierrez@baldwinpark.com	Arterial Collector Residential Alleys	21.7 27.9 60.9 3.5	$6,688,723 $2,182,059 $0	207-18 to 2021-22
Lynwood Pavement Management Program	Julian Lee Director of Public Works 310.603.0220 jlee@lynwoodca.gov	Arterial Collector Residential Alleys PCC	12.11 36.36 34.59 10.03	$5,995,914 $3,127,015 $249,975 $249,135	2010-11 to 2014-15
Montebello 2013 PMS Update	Cesar Roldan Director of Public Works 323.887.1460 croldan@montebelloca.gov	Arterial Collector Residential	21.6 47.8 53.2	$4,240,279 $5,744,458	2014-15 to 2018-19
Montebello 2021 PMS Update	Cesar Roldan Director of Public Works 323.887.1460 croldan@montebelloca.gov	Arterial Collector Residential	38.3 50.7 53.8	$47,255,596	2021-22 to 2025-26

Experience with Pavement Management Studies

Bell Gardens 2017 PMS Update

We performed a detailed windshield survey on all Bell Gardens' streets to collect distress information, road dimensions, true section area and other key condition data such as drainage and ride assessments. Infrastructure Engineers utilized its Windows based Pavement Management System, which was done with the use of APWA's MicroPaver. Infrastructure Engineers has provided a listing of pavement maintenance that has been performed by the Public Works Department which is shown in Section III. All pavement data were entered into Micro Paver, version 7.0.6. This was the foundation for all survey data collected in the field. After this data had been entered, the Pavement Condition Index (PCI) was calculated for each segment, and for the overall street network.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a good condition of the city's streets and to reduce street maintenance backlog. We recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

Bell Gardens 2020 PMS Update

The calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. PCI was developed to provide a measure of the pavement's structural integrity and surface operational condition.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a "good" condition of the city's streets and to reduce street maintenance backlog. Infrastructure Engineers has recommended a minimal "Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The purpose of the budget is to improve the PCI conditions of the city with the optimal usage of the resources provided. Therefore, a strategy must be created to use the resources at the appropriate time. Additionally, this scenario utilizes maintenance and repair work types that will improve it to a PCI of 100. All work program budgets generated are presented in terms of current 2020 dollars. All repair activities were based on distresses observed at the time of the field survey.

Bell Gardens 2024 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. PCI was developed to provide a measure of the pavement's structural integrity and surface operational condition.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a "good" condition of the city's streets and to reduce street maintenance backlog. Infrastructure Engineers, a Bowman company, has recommended a minimal "Level of Service" (LOS), which creates a major

Experience with Pavement Management Studies

dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI level as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The budgeting process was approached with the following in mind: generate a work program for the next five (5) years based upon actual road pavement conditions in order to maintain and raise the average PCI over a five-year Capital Improvement Plan (CIP). Based on current and projected pavement maintenance needs, annual work programs have been prepared and the actual budget is summarized below. The purpose of the budget is to improve the PCI conditions of the city with the optimal usage of the resources provided. We present a scenario that incorporates various maintenance and repair work types aimed at maintaining a Citywide Pavement Condition Index (PCI) of 70, except for the fiscal year 2028-29.

Baldwin Park 2017 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. It was developed to provide an index of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the PAVER system. Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a good condition of the city's streets and to reduce street maintenance backlog. We have recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The budgeting process was approached with the following in mind: generate a work program for the next five (5) years based upon actual road pavement conditions in order to maintain / raise the average PCI over a five year Capital Improvement Plan (CIP). Based on current and projected pavement maintenance needs, annual work programs have been prepared and the actual budget.

All work program budgets generated were presented in terms of current 2017 dollars. The city's budget is broken down within the MicroPaver software to maximize maintenance dollars for the appropriate activities (Stop-Gap, Preventative, Global, Major M&R). All repair activities were based on distresses observed at the time of the field survey. The first budget analyzes how to maintain a PCI 75 for a city throughout each type of street. This takes into account preventative and stop-gap measures as well as repairing any pavement that reaches a critical PCI value. The primary focus of this budget is to repair any streets once it reaches a critical value and needs repair regardless of cost.

Lynwood Pavement Management Program

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. It was developed to provide an index of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the PAVER system.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a good condition of the city's streets and to reduce street maintenance backlog.

Experience with Pavement Management Studies

We have recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

Our team provided potential budgets in two scenarios. The first scenario would raise and maintain the average-weighted network PCI for AC and PCC streets to a PCI of approximately 70. The second scenario will raise and maintain the average-weighted network PCI for AC and PCC pavement sections to a PCI of approximately 85. We projected a five-year work program by maintenance activity for each year for this scenario for arterial and collector streets, for residential streets, for the alleys and for the PCC pavement sections.

Montebello 2013 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. It was developed to provide an index of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the PAVER system.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. We have recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The budgeting process was approached with the following in mind: generate a work program for the next five (5) years based upon actual road pavement conditions in order to maintain / raise the average PCI over a five year Capital Improvement Plan (CIP). Based on current and projected pavement maintenance needs, annual work programs have been prepared and the actual budget is summarized below.

Montebello 2021 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. PCI was developed to provide a measure of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the pavement management system.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to improve the conditions to a "fair" condition of the city's streets and to reduce street maintenance backlog. Infrastructure Engineers has recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction. We prepared a program to increase the overall PCI to 65 in the next five years in order to have an overall "fair" pavement network. Also, we assumed a budget which aligns to what is the estimated amount of funds that will be available for pavement repairs and maintenance.

Team Qualifications & Experience

Team Qualifications & Experience

The respondent shall identify the Principal Engineer/ Project Manager that will be responsible for this project. The respondent is to provide the qualifications of the Lead Engineer and specific examples of projects that the Principal Engineer/ Project Manager has managed and been responsible for. The respondent may include projects other than pavement projects that the Principal Engineer/ Project Manager has managed and been responsible for but streets reconstruction and new construction projects are preferred. In addition, staff assigned to the proposed design team of the Pearl Avenue Road shall be listed and their resumes be provided along with their relevant experience for the project. The Principal Engineer/ Project Manager should be a registered engineer with the California Board for Professional Engineers, Land Surveyors, and Geologists.

Christopher Ley, PE is a Senior Project Manager with Bowman Infrastructure Engineers in Brea, California. He has over 29 years of design engineering and project management experience.

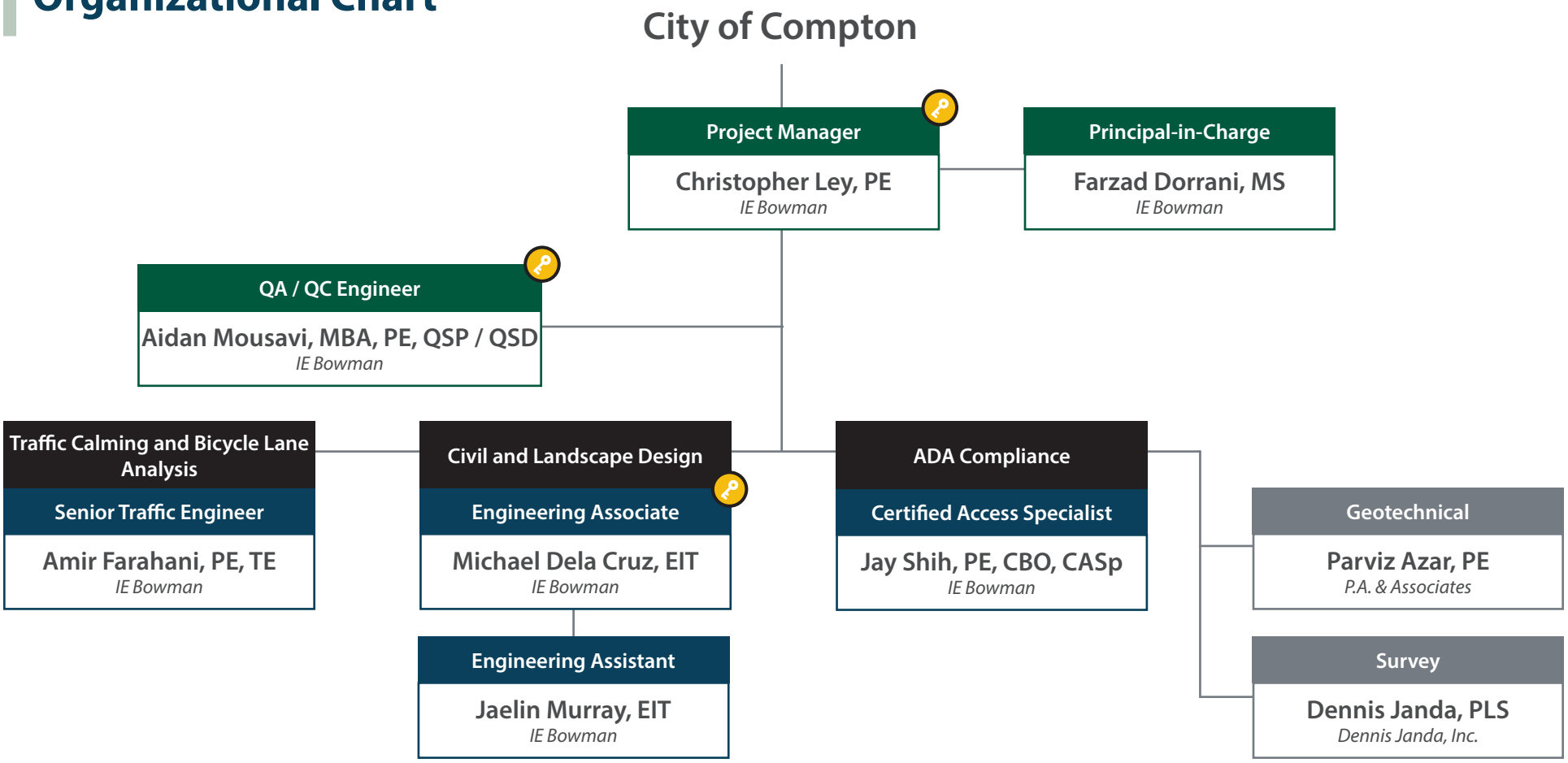
He manages various several engineers to produce finished plans and specifications for different types of municipal projects. These range from pavement and rehabilitation to park and drainage design. His expertise includes CAD, graphic design and civil engineering design. In the past, he has managed and produced civil plans, specifications, and estimates for commercial, educational, and residential development. Sample projects include:

- **ATP Cycle 5 - Safe Routes And Childhood Obesity Project** | *City of Huntington Park, CA*
- **Carson St. Beautification (Phase II) - Norwalk Blvd. to Bloomfield Ave** | *City of Hawaiian Gardens, CA*
- **Emergency Intersection Repair at Mojave Dr. and Bellflower St.** | *City of Adelanto, CA*
- **Slauson Ave. Congestion Relief Improvement Project** | *City of Huntington Park, CA*

Christopher is an alumnus of Oregon State University with a Bachelor's of Science in Civil Engineering, and is a Registered Civil Engineer in the State of California.

Team Qualifications & Experience

Organizational Chart



Any changes to the design team shall be submitted to the City for review and approval.

Team Qualifications & Experience

Christopher Ley, PE

Project Manager

Education

B.S. Civil Engineering, Oregon State University, 1995

Registrations

Professional Civil Engineer: California (#80620)

Christopher Ley has over 29 years design engineering and project management experience. His expertise includes CAD and graphic design, civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects.

Experience

Various Projects* | *Irvine, CA*
Project Engineer for Walden and Associates. Christopher was responsible for civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects. Skilled in developing plans and survey data sets using AutoCAD Civil 3D 2012 and 2016. Production of reports using Microsoft Word and Excel, Bentley WaterCAD and Bluebeam.

Various Projects* | *Monterey, CA*
Staff Engineer / CAD Manager for WWD / L&S Engineering. Responsible for civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects. Skilled in developing plans and survey data sets using AutoCAD Land Desktop 2006 and AutoCAD Civil 3D 2011. Responsible for company's migration from Land Desktop 2006 to Civil 3D 2011. Subsequent duties as CAD Manager, responsible for all training in Civil 3D after initial off-site classes, development of comprehensive styles and description key sets, and implementing transitions to Civil 3D standards from Land Desktop. Also developed training aids and curriculum for transition. Responsible for conversion of Civil 3D files for Revit. Administrative assistant duties during slow periods, including accounting, filing and office development. IT duties when necessary, including rebuilding network after incomplete implementation by consultant. WWD became L&S in August 2012.

Various Projects* | *Sand City, CA*
CAD Manager / Senior Draftsman for Saroyan Masterbuilders. Responsible for residential and commercial design and drafting while ensuring ADA compliance, egress requirements and coordination of plans from various disciplines into a single set. Was responsible for implementation of AutoCAD 2006 system, training of 2 supervisors, development of CAD standards and overseeing transition from hand drafting.

Various Projects* | *Marina, CA*
Drafting and Engineering Manager for Greenway Design. Residential design and drafting including determination of code compliance for lateral stability and egress. Extensive experience with Microstation V8 and Triforma production drafting of residential structures, including application of engineering notes.

Various Projects* | *Seattle, WA*
Senior Draftsman for Lindal Cedar Homes, Inc. Responsible for residential design and drafting, including determination of code compliance for lateral stability and egress.

**Experience prior to joining the firm*

Christopher Ley, PE

Project Manager

Instrumental in creating structural designs of posts and beams for a variety of vertical and lateral loads. Pioneered development of various charts as aids in design of structural elements. Directly involved in the implementation of Microstation Triforma 3D, and developed methods of aligning non-planar elements that were subsequently used by Microstation in their official training programs.

Various Projects* | *Lynwood, WA*
Staff Engineer for Baker Engineers, Inc. Duties included structural design including wind and seismic analysis, gravity design, rigid frame foundation design and pin pile foundation design. Production and structural detail drawings and drafting foundation plans.

Team Qualifications & Experience

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

Education

M.B.A. General, California State Polytechnic University, Pomona, 2016

B.S. Civil Engineering, California State Polytechnic University, Pomona, 2012

Registrations

Professional Civil Engineer: California (#91136)

Qualified SWPPP Practitioner (QSP) / Qualified SWPPP Developer (QSD): California (#91136)

Aidan Mousavi's professional focus is primarily in the field of city engineering and environmental infrastructure by providing civil engineering assistance to Public Works and Engineering Departments. He also works closely with cities to ensure compliance with the National Pollutant Discharge Elimination System (NPDES). Aidan has developed strategies for the efficient use of Best Management Practices (BMPs), thus gaining a set of skills that assists municipalities with compliance and helps keep them under budget. Aidan is familiar with municipal protocols and works within these structures to conduct field inspections and develop annual compliance reports. As an MBA graduate, Aidan brings his academic knowledge to work with our Operations Manager to manage all Capital Improvement Program (CIP) and non-CIP projects.

Experience

Slauson Avenue Congestion Relief Improvement Project | *City of Huntington Park, CA*
Project Manager. Responsible for hydrology and hydraulics analysis to divert and treat runoff from two-mile long corridor along Slauson Avenue. Designed BMPs to treat runoff and make street into a green street. Ran Synchro Simulation for ten signalized intersections for LOS analysis, coordination and timing. Designed plans and specifications for signal system upgrades and street widening.

Traffic Signal Improvement at Olive Street and Phelan Avenue Intersection | *City of Baldwin Park, CA*
Engineering Associate. Aidan prepared a signal warrant study for the intersection of Olive and Phelan per the city's request. After having passed warrant requirements, Aidan had designed proposed improvements to make the intersection signalized. The improvements included pavement rehabilitation, upgrading ramps to be ADA compliant, striping crosswalks and camera detection.

ATP Cycle 2, Unprotected Crosswalk Safety Enhancement Improvements | *City of Huntington Park, CA*
Associate Engineer. The city requested our team to revise and complete the current plans (39 sheets), specifications and estimates which had been prepared by TransTech. The scope included 22 intersection improvements for pedestrian accessibility and safety. The city also requested our team to obtain E76 for construction since it has only obtained Preliminary Environmental Study (PES) certifications from Caltrans. To complete the E76 process, the Right of Way certifications and request for construction was required before completion, this process took between 6-8 weeks after completion of the 100% PS&E documents.

Gertrude Drive Street Improvements | *City of Lynwood, CA*
Project Manager. Developed plans, specifications and estimate (PS&E) package for water improvement along Gertrude Drive. Designing 8-in D.I.P Water Main complete with tees, service lines, water meters, water boxes, wedge gate valves, transition

**Experience prior to joining the firm*

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

couplings, thrust blocks, reducers etc. Plans included asphalt and concrete repairs along with plan and profile for curb and gutter drainage.

Virginia Avenue Street Improvements | *City of Lynwood, CA*
Project Manager. Developed PS&E package for water improvement along Virginia Avenue. Designing 8-in D.I.P Water Main complete with tees, service lines, water meters, water boxes, wedge gate valves, transition couplings, thrust blocks, reducers etc. Plans included asphalt and concrete repairs along with plan and profile for curb and gutter drainage.

Lilita Street and Eve Avenue Storm Drain Improvement | *City of Lynwood, CA*
Project Manager. Conducted a field investigation to identify cause of flooding issue. Drafted a hydrology and hydraulics report to identify issues and provided two solutions to alleviate flooding. Developed plans to address flooding through use of drywells and developed alternative plans to direct connect proposed storm tank to existing storm drain main line.

Connector Pipe Screen (CPS) | *City of Bell Gardens, CA*
Project Manager. Conducted a field investigation of all public and private catch basins citywide. Developed a GIS based log utilizing MS4Front software. Developed plans and applied for permitting through LA county to retrofit catch basins citywide by installing CPS units. Hosted pre-construction meeting with contractor, city staff and LA county.

Asmus Park Catch Basin Evaluation and Feasibility Study | *City of Bell Gardens, CA*
Project Manager. Responsible for alleviating severe flooding issue at Asmus Park by identifying issues through a field investigation and a hydrology and hydraulics analysis to identify volume of water needed to divert and treat. Developed conceptual plans of dry wells at parks to recharge ground water.

NPDES Storm Water Program Inspection | *City of Baldwin Park, CA*
As required under the state's Regional Water Quality Control Board regulations and city ordinances permitting inspection programs, the City of Baldwin Park enlisted our team to conduct a routine visual inspection for point-source pollution control. The goal of this inspection was to prevent the discharge of pollutants associated with business activities from entering the city's storm drain system. Aidan conducted all necessary inspections for the City of Baldwin Park and provided the appropriate reports.

NPDES Annual Report | *City of Montebello, CA*
Project Manager. As mandated by the Trash Total Maximum Daily Loads (TMDLs) for the Los Angeles river watershed, each city within the Los Angeles River watershed is required to submit a compliance report for the Los Angeles River trash TMDL to the Regional Water Quality Control Board. With the collaboration of engineering, code enforcement, building, street maintenance, planning and relevant contracted

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

services, Aidan developed the annual report for the city, identifying methods used to meet compliance as well as providing calculations for scientific justification.

San Gabriel River Bikeway Environmental Services and Permits | *City of Baldwin Park, CA*
Engineering Supervisor. Responsible for developing and approving SWPPP so all pollutants and their sources, including sources of sediment associated with construction site erosion and all other activities associated with construction activity were controlled. All discharges were identified and either eliminated, controlled or treated. BMPs selected that were effective and resulted in the reduction or elimination of pollutants in stormwater discharges. Post-construction BMPs were identified and installed during construction that were intended to reduce or eliminate pollutants after construction was complete. Developed methods to implement BMP inspection, visual monitoring, Rain Even Action Plan (REAP) and Construction Site Monitoring Program (CSMP).

NPDES Watershed Management Plan and Integrated Monitoring Program Coordination | *City of Bell Gardens, CA*
Project Manager. The NPDES permit, which is authorized by the Clean Water Act, was issued by the Regional Water Quality Control Board. The purpose of the permit was to ensure the MS4 permits in the county of Los Angeles were not causing or contributing to exceedances of water quality objectives set to protect the beneficial uses in the receiving waters in the Los Angeles region. Aidan worked with a variety of agencies to customize the City of Bell Garden's storm water programs by using BMPs to achieve compliance. He assisted with training and presentation of the requirements of the MS4 Permit to all maintenance staff and inspectors. Aidan coordinated with the Los Angeles County Flood Control District and seven other cities in Los Angeles County and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. Aidan attended all regular watershed meetings, representing the City of Bell Gardens, as requested by the city. He also provided commercial and industrial permit inspections for all eligible businesses in the City of Bell Gardens; he provided the businesses with educational material and advised them on how to comply with the MS4 permit. Aidan also conducted audits and provided the reports.

NPDES Watershed Management Plan and Integrated Monitoring Program Coordination | *City of Montebello, CA*
Project Manager. Aidan represented the City of Montebello during all of their negotiations and participation in subregional watershed management programs. He worked with a variety of agencies to customize the city's storm water programs by using BMPs to achieve compliance. Aidan coordinated with the Los Angeles County Flood Control District and 14 other cities in Los Angeles and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. As the city's representative, he

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

attended all watershed meetings and provides the reports to the City Engineer. Aidan also conducted commercial and industrial inspections for all businesses in the City of Montebello and provided all documentation, as required by the permit. With the collaboration of engineering, code enforcement, building, street maintenance, planning and relevant contracted services, Aidan developed the annual report for the city, identifying methods used to meet compliance as well as providing calculations for scientific justification.

Atlantic Housing Development | *City of Lynwood, CA*
Design Engineer. Analyzed and compared the existing and proposed drainage patterns of the Atlantic Housing Development site in the City of Lynwood, California. Conducted hydrology calculations based on the County of Los Angeles Hydrology Manual. Utilized LA County GIS database and HydroCalc to run hydrology simulation as part of an investigation to attenuate the difference between the post-development peak flow and the pre-development peak flow. The main goal was to develop Hydrology Report for multiple properties located on the west side of Atlantic Avenue between Agnes Avenue and Lavinia Avenue. The site was comprised of ten parcels and is approximately 38,350 sq. ft. in area. The purpose of the development was to address the need for affordable low-income housing within the City of Lynwood. The proposed Affordable four-story multi-family housing development project included the development of 70 multi-family units of which 66 will be affordable.

San Gabriel River Bikeway Project – Design Phase | *City of Baldwin Park, CA*
Design Assistant. Responsible for coordinating utilities for a new 2.3-mile bike path along the San Gabriel River and Walnut Creek Wash. The design focused on having low impact to the river and wash, with minimal grading needed. Specific work included aerial and field surveys, detailed field observations, hydrology studies, and signing and striping. The work also incorporated a design to tie into the city's proposed Bike Hub located at the Walnut Creek Nature Park.

Planning Veterans Village Development | *City of Lynwood, CA*
Design Engineer. Analyzed and compared existing and proposed drainage patterns of the Veterans Village Development site. Conducted hydrology calculations based on the County of Los Angeles Hydrology Manual. Utilized LA County GIS database and HydroCalc to run hydrology simulation as part of an investigation to attenuate the difference between the post-development peak flow and the pre-development peak flow. The overall project purpose was to develop a Hydrology Report for a mixed-use project with a focus on serving Veterans. It included approximately 600 units of housing that will include rental and owner-occupied town-homes and apartments with a mix of market and affordable rates. In addition, there will be a maximum of 10,000 sq. ft. of commercial development. This commercial space will include a club house for social engagement, offices to house county and veteran administrative services, health care services, career service center and an on-site day care. The development is expected to be anywhere from 3 to 6 ft in various locations.

Amir Farahani, PE, TE

Senior Traffic Engineer

Education

B.S. Civil Engineering, California State University, Los Angeles, 1982

Registrations

Professional Civil Engineer: California (#C54235)

Professional Traffic Engineer: California (#T2363)

Amir Farahani has more than 32 years of experience in various traffic, transportation and civil engineering disciplines. He has experience with contract administration, design experience and regulatory compliance. He has been in charge of various traffic and transportation studies; design of traffic signals, high-intensity activated crosswalk (HAWK) signals and Rectangular Rapid Flashing Beacon (RRFB) for pedestrian crossings. In working with the City of Orange, as an Engineering Tech. II and eventually as a City Traffic Engineer / Traffic and Transportation Manager, he has been involved in all aspects of the projects the city has designed and constructed. This includes coordinating with local, county, state, and federal agencies and various utilities to ensure successful project completion. Amir understands the level of detail and problem-solving skills required to complete high-profile projects on time and within budget.

Experience

Slauson Avenue Congestion Relief Improvements Project | *City of Huntington Park, CA*

Project Manager. Conducting traffic signal left turn phasing for five intersections in the project limits and recommending protected permissive left turn phasing with flashing yellow left turn arrow. Designed the subject traffic signals accordingly and prepared PS&E.

ATP Cycle V-Safe Routes and Childhood Obesity Project | *City of Huntington Park, CA*

Project Manager. In charge of various traffic related works such as design of HAWK beacon system for three pedestrian crossings; design of pedestrian scramble crosswalk striping; traffic signal modifications to create a separate pedestrian scramble cycle; restriping of existing crosswalks with a high-visibility continental design; realignment of existing crosswalks to align with the proposed conversion of Hood Avenue into a one-way street and prepared the project PS&E.

Imperial HWY and Ruth Avenue Traffic Signal Improvements Project | *City of Lynwood, CA*

The work to be done, in general, consists of, but is not limited to the following: mobilization, traffic control, remove existing crosswalks, warning lights, and streetlights; removal and construction of concrete sidewalks, curb and gutters, curb ramps; furnish and install traffic signal system, battery backup system, pull boxes, traffic signal loop detectors and connect DLC to pull box, relocate fire hydrant and water valve, providing construction survey, and traffic signing, striping and markings as shown on the plans and noted in these special provisions.

Various Projects* | *City of Orange, CA*

Amir utilized his many years of experience to manage various traffic and civil engineering projects. He also managed traffic and civil construction projects during his employment with the City of Orange. Amir planned, managed, and

**Experience prior to joining the firm*

Amir Farahani, PE, TE

Senior Traffic Engineer

provided oversight of the daily functions, operations and activities of traffic and transportation division of the City of Orange, including Traffic Management Center (TMC), traffic signal timing, operation and maintenance, review of residential and commercial developments; and was responsible for leading the traffic operation and transportation planning team. Amir also managed and participated in the development and implementation of goals, objectives, policies and priorities for the division. He also provided recommendations within departmental policy regarding appropriate service and staffing levels.

Oversaw and participated in the development and administration of the operation and capital improvement division annual budget; participated in the forecast of funds needed for staffing, equipment, materials, and supplies; monitored and approved expenditures; implemented adjustments. Attended and participated as City Traffic Engineer at city council, commissions, committees, and other agency meetings as required. Prepared and presented technical information, analysis, and recommendations. Oversaw the development of consultant requests for proposals for professional and construction services and the advertising and bid processes; evaluated proposals and recommended project award; administered contracts after award. Collaborated with other city departments, police, fire, Caltrans, OCTA and other outside agencies to plan, implement and complete projects and initiatives to improve traffic safety and mobility around the city. Identified outside funding sources for city traffic and transportation programs, directed and prepared funding applications. Responded to traffic and transportation related resident and commuters' inquiries and requests. Oversaw traffic signal plans preparation and coordination programs, developed and approved traffic engineering standards and policies for the city. Reviewed and analyzed studies, environmental impact reports, proposals, and negotiations with other agencies to secure projects and policies favorable to the city.

Various Projects* | *City of Orange, CA*
Planned, prioritized, assigned, supervised, reviewed and participated in the work of staff responsible for providing traffic engineering services within the assigned section. Developed and prepared construction plans, specifications, and estimates for various in-house design projects including traffic, streets, sewers and storm drains. Participated in the selection of engineering staff; provided or coordinated staff training; worked with employees to correct deficiencies; implemented discipline procedures. Reviewed and prepared transportation and traffic engineering studies; prepared requests for proposals; reviewed environmental impact reports; reviewed transportation models. Performed project management for the design and construction of capital improvement projects for city departments including public works, community services, economic development and fire. Ensured conformance with state, federal, and local standards and procedures in carrying out projects.

Prepared and applied for project funding from federal, state, and utility grant programs including Highway Bridges Rehabilitation and Replacement (HBRR),

Amir Farahani, PE, TE

Senior Traffic Engineer

Arterial Highway Rehabilitation Program (AHRP), Safe Route to Schools (SR2S / SRTS), Highway Safety Improvement Program (HSIP), Transportation Enhancement Activities (TEA), Orange County Sanitation District Cooperative Projects, State-Local Transportation Partnership Program (SLTPP), Community Development Block Grant (CDBG) and City Engineers Flood Control Advisory Committee (CEFCAC). Interacted and communicated with the public, city management and departments, contractors, consultants and other governmental agencies to resolve issues. Prepared and processed various documents including council agenda reports, consultant agreements, hydrology and hydraulic studies, requests for proposals, plan check, consultant selection, bid evaluation, insurance certificates, environmental compliance, encroachment permits, right-of-way and reimbursement packages. Revised and maintained city standard plans and specifications.

Team Qualifications & Experience

Jay Shih, PE, CBO, CASp

Certified Access Specialist

Education

M.S. Geotechnical Engineering, University of Sao Paulo

B.S. Civil Engineering, University of Sao Paulo

UCLA Extension in Construction Management

Registrations

Professional Civil Engineer: California (#46841)

DSA Certified Access Specialist (#CASp-683)

ICC Certified Building Official (CB)

ICC Certified Fire Marshal (FM)

ICC Certified Building Code Specialist (B8)

ICC Certified Fire Plans Examiner (F3)

ICC Certified Building Plans Examiner (B3)

ICC Certified Commercial Building Inspector (B2)

ICC Certified Residential Plans Examiner (R3)

ICC Certified Residential Building Inspector (B1)

ICC Certified Building Inspector (B5)

Qualified SWPPP Practitioner & Developer, QSP / QSD (#22265)

City of Los Angeles Certified Deputy Grading Inspector

**Experience prior to joining the firm*

Jay Shih is a veteran civil engineer, building official, construction manager, access specialist, structural and engineering designer and plan checker with 41 years of experience. Jay has spent his career working for public agencies and consulting companies providing highly skilled design, building and engineering plan check and construction management of buildings, sewers, storm drains, streets, sidewalk, curb ramps, grading and stormwater management.

Experience

Various Projects | *City of Corona, CA*
Certified Access Specialist (CASp) Plans Examiner, Inspector and Instructor. Checks ADA improvement plans for the City of Corona including 36 city parks restrooms, handicap parking, and playgrounds. Inspects various existing city facilities for ADA compliance and make recommendations on required improvements. Provides inspection and certification for completed improvements, including final walk-through and punch list creation. Provides design consultation and plan review services, from design through construction documents. Prepares and provides appropriate training materials for engineering staff, including major updates to Federal and California ADA codes. Provides technical expertise and expert witness testimony as needed.

Various Projects | *Brea, CA*
Principal of Building & Safety. Directs and supervises professional and technical staff; prepares building and engineering proposals in response to RFPs and RFQs; makes hiring and disciplinary decisions; identifies training needs; oversees plan check, permitting, and inspection; negotiates, administers, and monitors contracts and agreements. Provides effective leadership with the building and engineering departments to achieve project requirements, meets deadlines, satisfies customer and client needs, ensures safe operations, and meets profitability targets. Manages all aspect of building and engineering plan check, building and engineering inspection. Provides building standards code, stormwater, and low impact development training to staff. Checks complex structural, architectural, disabled access, land development, and public improvement plans.

Various Projects | *Cities of Artesia and Baldwin Park, CA*
City Engineer. Directed and administered all activities of the Engineering Department, including planning, designing, and directing construction and maintenance of streets, bridges, pipelines, water and sewer systems. Managed capital improvement projects, reviewed designs completed by consultants. Monitor stormwater discharge from MS4, construction activities, and industrial activities into the city's storm drain system for compliance with NPDES Permit requirements. Reviewed and approved public improvement and land development plans prepared by private engineers, directed counter technicians to issue encroachment permits and grading permits, calculated grading bonds, coordinated inspection and acceptance of such work.

Jay Shih, PE, CBO, CASp

Certified Access Specialist

Various Projects | *Cities of Huntington Park, Montebello and Baldwin Park, CA*
Building Official. Provided counter plan check and building code consultation; checked residential and commercial plans, including mechanical, electrical and plumbing; checked grading, drainage, low impact development, erosion control and WQMP plans; reviews soil, compaction, hydrology analyses and SUSMP reports; provided input to Planning Department in the drafting of Conditional Use Permits; coordinated with City Engineers in the review of tentative and final tract maps, parcel maps for lot split, and lot merger in compliance with the Subdivision Map Act.

Various Projects | *Cities of Rosemead and La Puente, CA*
Building Official and Principal Plan Check Engineer. Provided counter plan check and building code consultation; checked residential and commercial plans, including mechanical, electrical and plumbing; checked grading, drainage, low impact development, erosion control and WQMP plans; reviewed soil, compaction, hydrology analyses and SUSMP reports; provided input to Planning Department in the drafting of Conditional Use Permits; coordinates with City Engineers in the review of tentative and final tract maps, parcel maps for lot split, and lot merger in compliance with the Subdivision Map Act.

Various Projects | *Cities of Baldwin Park and Huntington Park, CA*
Senior Plan Check Engineer. Provided counter plan check and building code consultation for the building departments. Checked residential and commercial plans, including mechanical, electrical and plumbing. checked boundary, topographic, ALTA surveys, grading, drainage, low impact development, erosion control and WQMP plans.

Various Projects | *City of Costa Mesa, CA*
Fire Plans Examiner. Reviewed fire protections plans / systems for code compliance and for life safety and fire issues including construction type, occupancy type, interior finish, height and area limitations. Identified requirements for fire protection systems, including fire sprinkler, fire alarm, fire hydrant, fire department connections, standpipes, and fire pumps, and permits. Reviewed fire protection plans and related documents for compliance with California Fire Code, NFPA 13, 13D and 13R, NFPA 72, policies and jurisdiction requirements for commercial, industrial and residential buildings. Verified code compliance to protect against hazards of specified occupancies and uses, such as cannabis extractions which employ flammable gases and liquids. Verified special fire protection features, such as fire-resistive materials and surface treatments, and clearance of combustibles surrounding the buildings are specified. Verified storage, use and handling of flammable and combustible liquids and gases are specified and complies with code requirements. Verified water supplying fire protection systems is sufficient for designed fire flow, with control monitoring equipment as required by code. Verified sprinklers, standpipes, and alternate automatic fire extinguishing systems are specified where required. Verified

Jay Shih, PE, CBO, CASp

Certified Access Specialist

that emergency and standby power are provided for systems egress and occupant safety. Conducted site inspections of fire protection systems, fire sprinkler and fire alarm systems to ensure standards of construction and component installations are safe, in accordance with the approved plans, and in compliance with relevant codes and regulations. Interacted and assisted applicants, contractors and the public with concerns and questions regarding plan review and inspection related issues. Assisted designers and contractors by providing information and interpretations of fire codes and regulations, recommended necessary changes to design documents as required to obtain compliance with applicable codes and regulations. Prepared written correction letters and maintaining and updating records and database information. Worked with fire and building inspectors to resolve field related code issues and coordinate activities with other municipal departments as directed. Provided technical direction and assistance to inspection personnel relating to field problems.

Various Projects* | *City of Los Angeles, CA*
Director of Engineering Department for the City of Los Angeles Community Redevelopment Agency in revitalizing blighted communities within the city. Managed the design and construction of Upper 2nd Street Bridge which connects the old downtown Los Angeles with Grand Ave. Oversaw staff construction managers and inspectors in managing construction contracts. Checked tenant improvement, building rehabilitation, and public works improvement plans prepared by staff engineers and consultants prior to advertising and bidding construction projects. Provided construction management services for a new 8,645 sq. ft. Community Center. Project includes a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, landscaping, irrigation, site walls, site lighting, and paving. The building is utilizing a dual plumbed system, and the site is using reclaimed water for irrigation. The project has required close coordination with SCE, RWQCB, and Los Angeles County Department of Public Health.

Various Projects* | *City of Los Angeles, CA*
Civil Engineer for the Department of Public Works. Designed seismic retrofits to strengthen the city's unreinforced masonry buildings. Managed construction of public improvements including grade separation, bulkheads, trunklines, tilt ups, and wastewater treatment plants. Checked subdivision maps and metes and bounds legal descriptions. Designed retaining walls and concrete bulkheads. Prepared public improvement plans including sidewalks, sewers and storm drains. Performed construction management of public improvements.

Various Projects* | *City of Los Angeles, CA*
Structural Engineering Associate for the Los Angeles Department of Building & Safety. Provided counter plan check and building code consultation; checked residential and commercial plans, including mechanical, electrical and plumbing; checked grading, drainage, low impact development, erosion control and WQMP plans; reviewed soil,

Jay Shih, PE, CBO, CASp

Certified Access Specialist

compaction, hydrology analyses and SUSMP reports; provided input to Planning Department in the drafting of Conditional Use Permits; coordinated with City Engineers in the review of tentative and final tract maps, parcel maps for lot split, and lot merger in compliance with the Subdivision Map Act.

Various Projects* | *City of Los Angeles, CA*
Civil Engineering Associate for the Los Angeles Department of Water & Power. Performed geotechnical field reconnaissance, monitored grading operations and soil compaction, prepared soil reports and compaction reports, and managed grading projects, including mass grading operations, installation of three storm water basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, storm water collection structure, the installation of 4,000 LF of 20 in reclaimed water pipeline three local city streets connecting the Hollywood reservoir into the three proposed storm water basins.

Michael Dela Cruz, EIT

Engineering Associate

B.S. Civil Engineering, California State University, Los Angeles, 2014

Registrations

Engineer in Training (EIT): California

Michael Dela Cruz performs tasks contributing to the completion of various public works projects under the supervision of a professional civil engineer registered in the State of California. These tasks include CAD drafting / design; grading and drainage design, preparation of plans, specifications, and estimates (PS&E); submittal and plan check coordination with agencies, clients, and subconsultants; preparation of Standard Urban Stormwater Mitigation Plans (SUSMP) and Water Quality Management Plans (WQMP); quantity takeoff, earthwork calculations and field checks.

Experience

Bellflower Avenue Rehabilitation Project | *City of Adelanto, CA*
Engineering Assistant. Assisted in the development of preliminary Plans, Specifications and Estimate (PS&E) for full-depth asphalt pavement rehabilitation, including redesigning curb ramps to meet ADA compliance. Pavement design was based on geotechnical recommendations and city requirements. Coordinated with land surveyor to identify limits of right-of-way and required dedication.

Bartlett Avenue Rehabilitation Project | *City of Adelanto, CA*
Engineering Assistant. Assisted in the development of Plans, Specifications and Estimate (PS&E) for full-depth asphalt pavement rehabilitation, including redesigning curb ramps to meet ADA compliance. Pavement design was based on geotechnical recommendations and city requirements. Coordinated with land surveyor to identify limits of right-of-way and required dedication.

San Gabriel River Greenway and Neighborhood Connection Project | *City of Baldwin Park, CA*
Engineering Assistant. Assisted in the development of Plans, Specifications and Estimate (PS&E) for the landscaping of a 2.3-mile shared-use bike trail currently under construction. Coordinated for plan review and project compliance on behalf of the City of Baldwin Park with various governmental agencies, including United States Army Corps of Engineers (USACE), Los Angeles County Flood Control District (LACFCD) and Los Angeles County Department of Public Works (LACDPW). Contacted vendors to incorporate project elements crucial to the project scope. Coordinated with the Landscape Architectural subconsultant to ensure landscape and irrigation plans comply with requirements of the aforementioned agencies.

Big Dalton Wash Greenway and Neighborhood Connection Project | *City of Baldwin Park, CA*
Engineering Assistant. Assisted in the development of Plans, Specifications and Estimate (PS&E) for a 2.8-mile shared-use bike trail. Coordinated for plan review and project compliance on behalf of the City of Baldwin Park with various governmental agencies, including United States Army Corps of Engineers (USACE), Los Angeles County Flood Control District (LACFCD), Los Angeles County Department of Public Works (LACDPW), Southern California Regional Rail Authority (SCRRA) and

**Experience prior to joining the firm*

Michael Dela Cruz, EIT

Engineering Associate

neighboring municipalities. Contacted vendors to incorporate project elements crucial to the project scope.

P.A. Arca Engineering, Inc.* | *City of Carson, CA*
Junior Civil Engineer. Performed tasks contributing to the completion of various private land development and public works projects under the supervision of a professional civil engineer registered in the State of California. These tasks include: CAD drafting / design, grading and drainage design, low impact development (LID) design, preparation of SUSMP and WQMP, preparation of Storm Water Pollution Prevention Plan (SWPPP) reports, SWPPP inspections, hydrology studies, cost estimate, quantity takeoff, earthwork calculations, construction administration and support, sewer area studies, slope density analysis and field checks.

Jaelin Murray, EIT

Engineering Assistant

Education

B.S. Civil Engineering with a specialization in Structural Engineering, University of California, Irvine, 2021

Registrations

Engineer in Training (EIT): California (#178483)

Jaelin Murray has three years of experience in civil engineering which includes roadway and stormwater projects.

Experience

ATP Cycle 5 Citywide Complete Street Improvements Project | *City of Bell Gardens, CA*
Engineering Assistant. Jaelin was instrumental in drafting base maps from survey and assessor maps. Also responsible for creating existing utility maps and creating plan cut sheets.

South Verdugo Road Pavement Rehabilitation | *City of Glendale, CA*
Engineering Assistant. Played an essential role in conducting field project walks utilizing GIS to identify damaged or hazardous utilities, concrete and pavement. She also checked and identified sidewalks, driveways and ramps for proper width, height and slope. Prepared plan sheets for improvements, designing driveways and ramps.

Various Projects | *Brea, CA*
Intern. Aided development of plans for beautification and rehabilitation projects. Jaelin also aided in the development of specifications packages. Coordinated utility notices for traffic and rehabilitation projects. Handled quantities and subsequent cost estimates for various roadway improvements and beautifications. Drafted preliminary design of retaining ring wall design.

Industrial Commercial Facilities Program Project | *City of Bell Gardens, CA*
Engineering Assistant. Responsible for creating inventory and gathering data on each commercial and industrial facility that meets need for a NPDES permit. Tasks also included coordinating appointments for inspection, conducting stormwater pollution prevention inspections of facilities, and record keeping photos, inspection forms, and notes.

Internship* | *City of Dana Point, CA*
Capital Improvement Project Intern. Drafted project exhibits and utility maps with AutoCAD. She streamlined records of city property inventory, construction budgeting and bid scheduling. Aided in the development of roadway project plans and as-builts. Accompanied, conducted field walks for topography, drainage, and roadway damage assessment. Navigated records requests for right of way, building plans and utility maps.

**Experience prior to joining the firm*

Team Qualifications & Experience

Subconsultant Resumes - P.A. & Associates

PERSONNEL

PARVIZ A. AZAR, P.E.
Principal Engineer
parviz@paassociates.com

EXPERIENCE

Mr. Azar has more than 42 years of in geotechnical engineering, consulting services, material testing & inspection, and environmental consulting. Mr. Azar has performed geotechnical report review and investigations and provided geotechnical consulting services during large scale grading projects, street pavement design and rehabilitation, slope stability analysis, tiebacks, seawalls, deep foundations studies, as well as geoenvironmental site evaluations, site remediation and cleanup. His experience is practically oriented, having served as field and principal engineer for challenging large-scale projects throughout southern California. Mr. Azar's educational background and expertise provide a sound basis for Geotechnical consulting services.

PROFESSIONAL LICENSE

California, Registered Civil Engineer 37818.

EDUCATION

M.S. Soil Mechanics and Structural Engineering, Utah State University, Logan.
B.S. Civil and Environmental Engineering, Utah State University, Logan.

CONTINUING EDUCATION AND AFFILIATIONS

Down to Earth Soil Engineering, California State Polytechnic University, Pomona.
ASCE, American Society of Civil Engineers
ASTM, American Society for Testing and Materials

Team Qualifications & Experience

Subconsultant Resumes - Dennis Janda, Inc.

DENNIS JANDA, PRESIDENT

Project Role: Principal Surveyor and Project Manager
Task to include not limited to:
Project management and review of all projects. Coordination with City Staff.

Affiliation:
P.L.S. # 6359, State of California
C.L.S.A. Corporate Member
ACSM Member

Certificates:
Certificate in GPS Survey
Certificate in AutoCAD
Certificate in ESRI Software

Education:
Fort Sill Oklahoma USMC - Advance Survey Training
Palomar College – Survey Program
1981-1984 UCR, G.I.S. Certificate Program
UCR GPS Certificate Program

Experience:
Mr. Janda offers 44 years of experience in the Land Surveying and Mapping profession beginning with his Military surveying in the USMC 11TH Marines. Mr. Janda's expertise in managing survey and mapping projects in Southwest Riverside County began in 1984 for a large Temecula Engineering firm.

Mr. Janda's overall experience with project research, map/exhibit production, boundary surveys, route surveys, engineering surveys, topographic/photogrammetric control surveys and construction staking is quite extensive. His experience also includes Public Works projects for agencies and municipalities providing map review and checks for processing in adherence to owner's standards and specifications and to the Subdivision Map Act along with the production of legal and plats for Dedications, Deeds, etc. He was also the Project Surveyor for many mapping, design/route surveys and construction surveys for Public Work projects throughout California including the City of Menifee since February 2010.

Mr. Janda also has a vast experience in public and private presentations of projects to City Councils, Community Groups, County Board of Supervisors, and Local Agency Formation Committees.

04

Project Approach

Project Approach

Respondent shall identify project approach. Describe options available for data gathering, rating calculations, photo or video features, retrieval of data, report capabilities, mapping abilities, etc. Also, describe options available and recommend actions for maintaining the information (by the city), once turned over and accepted. Describe process of analysis to be used to make recommendations for roadway improvements and projections related to annual allocation needs, impact of not funding needs, etc. Describe impact each alternate item would have on collection process of project.

PROJECT MANAGEMENT AND MEETINGS

The IE Bowman team will take a professional approach to ensure efficient, quality project management throughout the course of the project. Project management services will include, but not be limited to a project kick-off meeting, project development meetings, monthly progress meetings, plan review meetings, preparing meeting agendas and minutes, updating city staff on project concerns, issues, and accomplishments, coordinating with other agencies and stakeholders, scheduling and making presentations before the public, city staff, and City Council. As appropriately included in the RFP, it will be essential for our team to meet and confer with city staff periodically during the preliminary design phase to resolve design issues and ensure continuity with city standards and preferences. Our project manager, Christopher Ley , PE, will communicate regularly with the city's project manager and other stakeholders; his past experience working on municipal projects and with city staffs will be highly valuable in making these efforts successful.

A) EXISTING STREET PLANS AND FIELD CONDITIONS

Existing record data search is the first action item for the team as it provides the needed survey and land ownership data which informs the field survey and field investigations. Our team will request access to city and county records, from utility companies, and other public / private entities and agencies to establish any information on topography, right of way, property boundaries, easements, and other public agency's right of way. This will establish if any additional permits are necessary early on and which agencies must review the package for approval prior to construction.

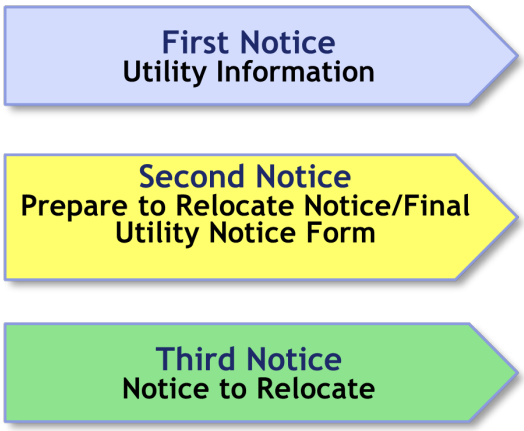
Our team, by use of our survey consultant, Dennis Janda, Inc. will perform a detailed topographic survey of the project limits including 100 feet from BCR / ECR on intersecting streets in all directions this will provide a detailed record of all existing surface features. The survey will determine elevations, drainage patterns, Right-of-Way (RW) lines, topographic data, utility identification, tree and planimetric features locations. Services will include right-of-way surveys or mapping, parcel boundaries or identification of easement, and topographic surveying services. We will utilize previous survey work and any recorded maps along the route that indicate additional RW dedication and / or easement. Survey control will be established and tied together in a project network.

Our team will make field ties to a sufficient number of key existing survey monuments along the proposed project corridor to allow this record data to be accurately correlated to the aerial topographic survey. Land surveys will be tied to the City of Compton benchmark, based horizontally on the North American Datum of 1983 (NAD83), and vertically on the National Geodetic Vertical Datum of 1929 (NGVD29). Topographic mapping will follow a 40-scale with 1-ft contours. Our team will prepare a CAD digital base map compilation in accordance with the city's Citywide CAD Standards. Field visits of the project site will be conducted to document potential physical, environmental, traffic control, and rehabilitation constraints. Results of the document research and site visit will be incorporated in the base map.

Project Approach

A(1) Provide Video-Recording / Photos of Existing Street Conditions

Additionally, we will perform a site investigation to evaluate the existing condition of pavement, curb and gutter, cross gutters, curb ramps, sidewalk, driveway approaches, catch basins drainage inlets including grates and brushes, traffic signals, pedestrian traffic signal systems, pedestrians scale lighting, streetlighting, bus stop pad and locations, landscaping, and other street features. During this investigation, locations of damaged or distressed street features will be inspected, confirmed and summarized in a report with pictures, GIS coordinates and recommendations for possible repairs. All pictures and videos taken during the site investigation will be provided to the city in a link for download. Included in the files will be videos of the site which can be used by our team as part of the before and after video that will be filmed and edited for the city post-construction.



A(2) Prepare Utility Notices

Our utility coordinator will prepare utility notification letters and send notices (with signature from the City Engineer) to all concerned utility agencies and obtain all as-builts, necessary clearances, service points and approvals, including verifying all electrical feed points for traffic signals and streetlights, as necessary. Our design team will identify and resolve all utility conflicts both overhead and underground. All utilities, including depth, alignment and the disposition thereof will be shown on the roadway plan and in the profiles.

All utilities will be delineated on the plans within the sphere of the project. All needed manhole cover, valve can adjustments and traffic loop placements will be addressed on the plans. Call outs will also be included to indicate the utilities that are not affected by the project to be protected in place. Our staff will initiate the three (3) step notification process early in the design process and will identify and resolve any conflicts in meeting the city's intended schedule. We will provide the utility company name, construction field representative name, and phone number for inclusion on the plans and in the specifications.

We will request utility information from the utility owners and confirm locations. The request will be in the utility "A" letter format to affected utility owners which will include a request of their utility as-built information. Two sets of the Design Professional alternatives exhibit will be provided to each utility owner as an attachment to the transmittal "A" letter.
The transmittal letter will clearly identify this project as a City of Compton project. Information received from the utility coordination will be delineated onto a utility base map for the project to become the utility layer used during the PS&E phase. Utility maps can also be uploaded by our staff to the city's GIS layer for as-builts. This information will be reconciled against actual surveyed locations of the utilities gathered in the survey.

As standard practice we will perform the following tasks:

- Ask utility companies for location, size, depth, of their facilities within the project limits. This notice is forwarded to concur with commencement of design
- In the event utilities exist within the proposed project site we will transmit notices and preliminary plans to the affected utility agencies to confirm that their facilities have been shown correctly on the plan. If relocations or adjustments are needed, we will determine the magnitude of the relocation, schedules, and further coordination requirements
- Prior to project bidding, we will transmit notices and approved project plans to affected utility agencies, as previously identified, requesting immediate relocation
- We will provide the utility company name, construction field representative name and phone number for inclusion on the plans and in the specifications

Project Approach

A(3) Map Existing Utilities

This task will include review of the city's 'as-builts' or record drawings of recent construction projects such as traffic signals, sewer repairs, pavement rehabilitation, etc. to incorporate all utilities shown on the existing maps and plans by adding any additional improvements recently made within the city. All utility notification responses shall also be included within the plans. We will also use Los Angeles County's GIS system to download all as-builts within the limits of the project.

A(4) Review Applicable Citywide Master Plans

We will review all applicable citywide utility master plans and incorporate recommendations as part of the project design after coordination and approval with city staff.

A(5) Prepare Drawings to Match City / PWE Drawing Templates

At the kick-off meeting with city staff, our team will request all the latest sheet and x-ref CAD files that are available to ensure that they are adopted for the project. The City of Compton engineering design standards have been obtained from the city staff during previous projects. Utilizing our topographic survey along with all of the as-builts and drawing templates that can be located within the city, county and other agencies, we will prepare the 24 in x 36 in plan sheets to a horizontal scale of 1 in = 20 ft. These sheets shall be used for field investigations and conceptual planning with the city and all stake holders.

B) PERFORM SECTION SAMPLES AND SOIL INVESTIGATIONS

We, by use of our geotechnical subconsultant, P.A. & Associates, will perform a complete geotechnical investigation, pavement evaluations, and soils testing within the North Pearl Avenue project area to evaluate existing conditions and will provide the necessary analyses and reports. P.A. & Associates, has extensive experience with subsurface exploration, laboratory testing of soil, rock, and geosynthetic materials and recommendation for pavement sections. They will perform cores and bores sufficiently throughout the project area to determine the needed pavement rehabilitation. The general scope of work planned for projects includes preliminary field review and reconnaissance, obtaining required city permits for our services, traffic control during field exploration, subsurface explorations, correlative laboratory testing, engineering review and analysis, and documentation of findings and recommendations in a report format. The geotechnical report will contain soil classification, in-place density, seismologic conditions, stability analysis, bearing capacity and settlement characteristics of sub-grade materials, relative compaction, sand equivalency, depth to groundwater (if any), soil stability related to trench excavation, slope stability, corrosivity testing, testing for sulfuric compounds and pavement section thickness.

C) REVIEW STREET SEGMENT AND MAKE STREET IMPROVEMENTS

We will arrange a job walk with city staff to gain a clear understanding of the city's vision for the project and any insights they may offer. This walk-through presents a valuable opportunity to review our evaluations based on the RFP, proposed recommendations, design elements, and prepare project PS&E in detail.

The team will identify segments of North Pearl Ave that need the following improvements:

- Removing and repairing deteriorated roadway pavement.
- Surface grinding existing AC pavement (various thickness)
- Placing rubberized asphalt pavement wearing course (ARHM) over the asphalt concrete pavement leveling course
- Application of crack sealing material
- Application of emulsion aggregate slurry (Type II Slurry Seal)

These improvements are accompanied by:

- Relocating existing utility pull boxes

Project Approach

- Adjusting utility frame and covers to finished roadway pavement grade
- Coordinating and obtaining necessary permits from third party agencies and stakeholders, if needed, such as County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Caltrans, and other stakeholders involved in the project

Our team will review the project scope of work outlined in the RFP, verify, and identify any additional necessary items during the project site investigation / walk. Our team has already scrutinized the RFP's project scope, walked the project several times and pinpointed specific improvements and new elements required for the design phase. Some of these items are as follows:

C(1) Proper Street Drainage and Eliminating Localized Ponding and Depressed Areas

Based on the topographic survey, site investigation, LA county Storm Drain System inventory, and city records, our team will identify sumps and depressed areas prone to localized ponding. In such areas the road and / or curb and gutter shall be removed and replaced. The new construction will have adequate grades to avoid ponding and properly drain to local catch basins.

C(2) ADA Curb-Ramps

Our design team members have complete knowledge of the ADA requirements and we have been creative in our approach to designing construction details, as related to improvements in the public right-of-way, including curb ramps, to fit the needed improvement within the existing constraints of each location to the best possible extent. In cases when this cannot be achieved, we devise solutions with minimum impact to the surrounding existing improvements, acknowledging project cost controls. Our certified CASp professional, Jay Shih, PE, CBO, CASp will assist with evaluations of all ADA requirements associated with this project.

The topographic survey will provide slope details on our ramps allowing our design team to ascertain all rehabilitation recommendations required for each ramp. The team will comply with ADA regulations and guidelines. As a minimum, curb ramps, sidewalks and walkways will be comprehensively reviewed to provide full compliance with the latest federal and state ADA guidelines.

C(3) Sidewalk Replacement

During the team's site investigation, the team will identify and record any sections of sidewalk that are not up to current standards, hazardous, broken and / or damaged. Standards for sidewalk include ADA Standards for Accessible Design, LA County Standard Plans, Standard Plans for Public Works Construction, City of Compton Standards. The team will provide improvement plans for the selective removal and repair of such sections of sidewalk as well as other concrete improvements on North Pearl Ave within city's right of way.

C(4) Curb and Gutter Flow Lines

During the team's site investigation, the team will identify and record any sections of concrete curbs and gutters, driveways, cross gutters, catch basin local depressions, bus pads, and alley aprons that are broken, damaged or interfere with the proper flow of water in the gutter. The improvement plans for such concrete improvements on damaged or interfering sections, as well as sidewalk improvements will be provided.

C(5) Landscape Improvements as Needed

Our approach to landscape is to design for long term maintenance through robust landscape construction plans & details along with project inspections. We first address long term maintenance by dealing with soil compaction and lack of organics

within the root profile. Typically, this is often overlooked in landscape construction or addressed minimally with little to no effect. Compacted soils are arguably one of the most significant causes of plant material loss within landscape projects.

A common method to landscape irrigation is generally all point source irrigation either through inline drip or point source emitters that can apply water directly to the root ball. Overhead irrigation is only used when active turf areas are being proposed on a project. Gate valves are located strategically throughout the mainline for the isolating of issues and individual shut valves are placed behind each valve for better system management.

The planting plan first starts with the palette selected which we tend to focus on low water use climate appropriate selections that are readily available within the nursery industry. Plant material is placed for swaths of density without creating a problem long term for maintenance personnel. Plant quality is outlined in our details and specifications and the material is only accepted after being inspected on the job site with the Contractor. The exterior root ball of each woody plant is shaved to remove any defects and a thick layer of mulch is placed in the planting areas to minimize water loss through evapotranspiration.

C(6) Bike Lane Markings as Feasible

Our team will develop a consensus around the goals of the conceptual design and options for final recommendation per the city's direction. The team will examine the feasibility of various types of bike facilities. Amir Farahani, PE, TE was the city traffic engineer for the City of Orange and managed the planning and implementation of the city's bicycle master plan. Amir shall examine the current roadway geometry and lane configuration. The team will perform an evaluation of both Class II and Class III Bicycle facilities based on the existing physical roadway conditions including lane width and configuration, safety issues and traffic speeds and volumes that need to be met for each of the two on-street bicycle facility classes. Then provide the final recommendation of the type of bicycle facilities given the results of the study. The California Manual on Uniform Traffic Control Devices (MUTCD) and Highway Design Manual (HDM) provide the minimum requirements for bicycle facilities. The Urban Bikeway Design Guide by the National Association of City Transportation Officials and the Federal Highway Administration's Course on Bicycle and Pedestrian Transportation will provide additional recommendations to aid our team. Based on the bicycle facilities class the team will compile a striping and signage plan for the bike lanes.

Project Approach

We ensure all traffic signing, striping, markings, and curb painting shall conform to the Caltrans Standard Specifications of the State of California (2022 edition), Department of Transportation, and the City of Compton required specifications to perform the following:

- Installing new thermoplastic traffic striping, pavement markings
- Coordinating and obtaining necessary permits from third party agencies such as Caltrans, and other stakeholders involved in the project as needed

C(7) Traffic Calming Measures (Sped Bumps) and Traffic Control Markings and Stripings / Signage as Required

Our team has specialized expertise in transportation planning and design, and documented success in developing and implementing a variety of traffic calming devices. Our proposed senior traffic engineer, Amir Farahani, PE, TE, shall determine the best traffic calming measures for North Pearl Avenue based on traffic patterns and city / community input. Traffic calming focuses on reducing driver speeds by focusing on driver's reactionary behavior to road modifications. Types of roadway modifications our team has experience with and may use include signing or markings, physical intersection modifications, roadway narrowing, vertical road elements and physical roadway segment modification. Some examples of such include pedestrian hybrid beacons, roundabouts, curb extension / bulb outs, speed hump, and chicanes respectively. This approach works with driver behavior within certain environments and conditions to obtain results, in accordance with the Vision Zero and FHWA's Safe Systems Approach. Traffic calming recenters multimodal transportation with the city's network, allowing communities of low and moderate incomes to safely use the road and sidewalks without the use of personal vehicles. Our team will consider the use of each method with the help of the "Traffic Calming Guide" published by the California Department of Transportation (Caltrans) and the "California Safe Speeds Toolkit" by SafeTRC at UC Berkeley's Safe Transportation Research.

D) CONCEPTUAL DESIGN PLANS AND CONSTRUCTION BID DOCUMENTS

Our team will prepare and supply project location maps and additional materials for the Council to be informed and understand our work and plans for the project. Progress reports, along with invoices, will be submitted monthly to the city

and include an updated project schedule, a discussion of issues / decisions, recommendations to address issues, budget status, action items, and progress to completion. Progress on the project will be constantly updated and monitored using Microsoft Project.

After stakeholders' and city's approval of concept design for the proposed improvements, our team, along with our subconsultants, will provide professional services to complete all items as outlined, including all deliverables. Based on the approved concept plans, our team will prepare design documents at the 30%, 60%, 90%, and 100% / Final completion stages for the city's review and approval. In coordination with the city, we can forward the plans to other stakeholders for review and to get feedback from each agency. At each submittal, previous comments will be incorporated in the design documents for the city's review.

All plans will be prepared in CAD and will be approved by state of California registered civil engineers. In addition to signed and sealed drawings, electronic copies of the plans will be delivered to the city for its records. We use Civil3D software in our design department to achieve project schedule goals and a higher quality of work. In preparation of the plans, we will follow Standard Plans for Public Works Construction, Caltrans Standard Plans, and CA-MUTCD, as well as all available city standards, and any other applicable state and federal codes.

D(1) Distribute Utility Notices B & C

Our utility coordinator will continue to prepare utility notification letters and send notices (with signature from the City Engineer) to all concerned utility agencies as per our before mentioned three step process. All utilities that the team is notified on will be delineated on the updated current set of plans within the sphere of the project. We are aware of concerns about resolution of any and all possible conflicts impacting project schedule. We are dedicated to making sure there will be no such delays. In the event utilities exist within the proposed project site, we will transmit notices and preliminary plans to the affected utility agencies to confirm that their facilities have been shown correctly on the plan. If relocations or adjustments are needed, we will determine the magnitude of the relocation, schedules, and further coordination requirements. Prior to project bidding, we will transmit notices and approved project plans to affected utility agencies, as previously identified, requesting immediate relocation. We will provide the utility company name, construction field representative name, and phone number for inclusion on the plans and in the specifications.

Project Approach

D(2) Plans, Specifications, and Estimates

Plans, specifications and construction quantity and cost estimates will be prepared and submitted in the following stages:

1. First submittal to city for review - PS&E 30% complete
2. Second submittal to city for review - PS&E 60% complete
3. Third submittal to city for review - PS&E 90% complete
4. Final submittal to city - PS&E 100% final
5. Completed package of original signed plans and specifications including the electronic files of the project for the city's use in reproduction and bid advertisement

We share PS&E with other agencies and utility companies for their review and comments, along with any other required data. Plans will include:

- Plan Cover Sheet
- Construction Notes and Typical Cross-Sections
- Demolition Plans
- Street Improvement Plan and Profile
- Traffic Striping and Signage Plans
- Landscape Plans
- Construction Staging Plan (if needed)
- Traffic Control Plan (if needed)
- Grid Intersection Plans (if needed)

Our design team will also evaluate any off-site improvement needs for each segment and will develop conceptual plans for the city's and property owners' approval.

If requested, we will assist city staff in preparing a PowerPoint presentation that includes project background and scope, project technical information, proposed alternatives and recommendations, project schedule, project cost for sharing with stakeholders, city council and the public.

D(3) Engineering Estimates

Our team will prepare construction quantity take-offs and construction cost estimates for the proposed improvements. The unit costs will be based on current cost data and historical cost data associated with the identified bid items. Quantities and construction cost estimates will be provided to the city for each submittal. If necessary, we can separate quantities to meet specific funding source requirements.

D(4) Project Specifications

We will prepare a comprehensive set of technical specifications using the format and boilerplate provided by the City of Compton. Bid items required by the plans or otherwise needed to accomplish project construction will be thoroughly described in the general provisions and included in the contractor's bid schedule. Technical provisions will contain adequate detail in coordination with the plans and will reference the appropriate standard specifications. Standard forms required by

Project Approach

any funding source will be provided for a complete contract document that meets state and federal regulations. Each item of bid will be described in detail, with a measurement and payment clause included. Construction area signs, contractor-furnished roadside signs, posted fixed signs and / or portable changeable message signs to notify the public in advance of possible traffic disruptions and of available alternate routes or detours will all be included in the bid items.

Street work plans and specifications will be prepared in accordance with the appropriate section of the latest edition of the state standard plans and specifications, Standard Specifications for Public Works Construction (Green Book), the City of Compton Street Design Manuals and Standard Plans, and any other standards or design criteria required by the city.

D(5) Traffic Control Plan

We will coordinate with the project team and assist them with various issues prior the start of construction and during construction. Our team will develop a construction area traffic control plan to maintain public safety and traffic circulation through the area. The plan will be ready for approval prior to city's issuance of an encroachment permit for work within the public right of way. Specific scope of work will include the following:

1. Meet with the city and / or construction manager to determine specific areas of proposed work activities and the staging area requirement, duration of work, hours of daily operation, etc.
2. Conduct a site investigation and record all existing signage, pavement markings and striping, traffic control systems, parking restrictions, width of street, sidewalk and curb ramps along the street segments and adjacent side streets.
3. Review the latest LADOT standard plans and requirements for construction area traffic control along with other relevant State and Federal requirements including California Manual of Uniform Traffic Control Devices (CA-MUTCD).
4. Prepare any comments necessary regarding required regulatory, warning, construction and guidance signs including flaggers, traffic cones and delineators, parking restriction signs, barricades, etc. with LADOT standard construction and general notes and legends.

D(6) Exhibits for Council Reports (Project Location Maps, Exhibits, and Maps)

We will prepare and supply project location maps and additional materials for the Council to be informed and understand our work and plans for the project. Progress reports, along with invoices, will be submitted monthly to the city and include an updated project schedule, a discussion of issues / decisions, recommendations to address issues, budget status, action items, and progress to completion. Progress on the project will be constantly updated and monitored using Microsoft Project.

D(7) Presentation for the City Council or Public Outreach Meetings

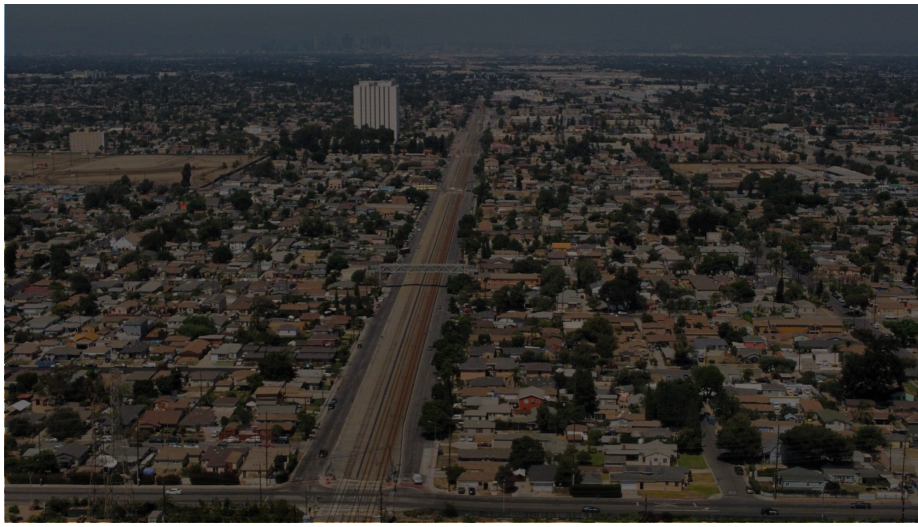
Our project manager, Christopher Ley, PE, will serve as the principal liaison between city staff and the consultant team and attend City Council or Public Outreach meetings as needed in order to effectively communicate and resolve any issues or concerns, and our progress. The team will ensure to prepare an up-to-date plan set and additional recent work in a clear and efficient presentation to show the city as such meetings.

Project Approach

E) BIDDING ASSISTANCE

Our team will assist the city during the bid phase to respond to any related questions that may arise. We will review all questions and prepare responses to each, and to assist with writing an addendum, when necessary. Bidding and construction administration services shall include the following:

- Attend a pre-bid meeting / site walk with the engineer, city staff, and potential bidders to relay information on the project design and requirements
- Answer questions and provide information for bidders as requested by the city and engineer, assist with addenda if necessary
- Attend a pre-bid meeting with the contractors and city staff to communicate project requirements, schedule, contacts, methods for requesting information, etc.
- Respond to contractor's requests for information (RFI's) related to hardscape, irrigation, and landscape issues, and interpretation of the landscape plans during construction
- Review and approve contractor's submittals related to hardscape, irrigation, landscape and site amenity items as necessary
- Attend three job-site visits / meetings during construction, to check installation of hardscape and landscape elements for conformance to the plans and specifications, plus one walk-through with punch list upon completion of installation, and one final walk-through at the end of the contractor's maintenance period, for city use in closing out the project



E(1) Respond to Bid Questions (RFI)

Preparation of accurate and complete bid documents is a very important aspect of ensuring successful delivery of any construction project. Our project managers realize that reaching out to a large pool of contractors and obtaining timely responses to contractors' RFIs are important facets of a comprehensive bidding process. We will provide engineering support services during the bidding phase of the project, upon city's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses.

E(2) Prepare Addenda as Necessary

If needed, we will prepare an addendum for the city's issuance. We will view the bids received and make recommendations per city's request and approval. These tasks will be diligently completed to ensure that projects will properly transition to the construction phase, as outlined in the city's RFP.

E(3) Review Cost Proposals and Make Recommendations

Upon receiving the bids, we will review all packages for conformance of all requirements including contractor's license, signed addenda and bonds. A bid analysis will be performed to provide the city with lowest apparent bidder and any recommendations that the city may need throughout the process.

Project Approach

QA AND QC PROCEDURES

We have the following Quality Assurance and Quality Control procedure (QA and QC) which has been administered to provide services to the clients.

QA / QC is a top priority for us. Producing engineering and compliance documents of the highest caliber is our forte. Our QA / QC practice involves a comprehensive process to ensure delivery of quality products and services to meet stringent criteria.

We appoint an experienced and qualified QA / QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the city's expectations. Our monitoring and inspection documents will result in meeting the city's expectations and will provide clear understanding to your staff and constituency of all related requirements.

Key elements of our quality control are the assignment of skilled personnel who are experienced in the particular discipline, effective and constant communications, and monitoring of project progress. The quality control process includes the following principles:

- Assignment of skilled professionals begins a comprehensive and interactive orientation of the project goals and the means to achieving these goals
- Daily contact by the Project Manager with each on-going activity to provide support and guidance, to maintain focus and momentum, and to monitor the quality of work
- Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities
- Internal (peer review) audits of municipal services for quality, accuracy, and completeness
- Strictly and rigorously following our QA / QC standards and guidelines
- Review by the Project Manager prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements
- QA / QC of design documents are carried out by our highly experienced and licensed professional civil engineers
- Constructability reviews during the design phase are carried out by our experienced construction managers and inspectors

05

Project Schedule

Project Schedule

The consultant shall provide a detailed schedule of the project. The respondent shall demonstrate and provide specific examples of its ability to complete the design of a road reconstruction project of this size and nature within a predetermined schedule provided by the owner, which is 2 months as anticipated. Describe impact each alternate item would have on project schedule.

Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821

City of Compton
Professional Engineering Design Services for North Pearl Avenue Road Improvements
Prepared by Bowman
Project Schedule

Bowman

8/12/24

Task	TASK DESCRIPTION	Wk 1-4	Wk 5-8	Wk 9-12	Wk 13-16	Wk 17-20	Wk 21-24	Wk 25-28	Wk 29-32
Phase 0 - Project Initiation and Management									
1	Project Administration, Coordination and Meetings project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices								
Phase 1 - Preliminiary/Design									
1	Research/Data Collection/Utility Coordination								
2	Geotechnical Analysis/Report								
3	Surveying/ROW Engineering/Base Plans								
4	30% Improvements Engineering Design Plans								
5	Probable Construction Cost Estimate								
Phase 2 - 60% Design									
1	60% Improvements Engineering Design Plans								
2	Notice of Intent and SWPPP Construction Booklet								
3	Construction Bid Items and Opinion of Probable Construction Cost Estimate								
4	Technical Specifications								
Phase 3 - 90% Design									
1	Address Comments and Prepare 90% Submittal								
Phase 4 - Final 100% Design									
1	Address/Incorporate Comments and Prepare Final Submittal								
Phase 5 - Post Design									
1	Bidding and Preconstruction Assistance as needed								
2	Design Support During Construction if needed								
3	As-Built Plans								

INFRASTRUCTURE
ENGINEERS
a Bowman company

Public Facilities and Improvements

Eligible Activities

CDBG funds may be used by the grantee or other public or private nonprofit entities for the:

- ✓ Acquisition (including long term leases for periods of 15 years or more),
- ✓ Construction,
- ✓ Reconstruction,
- ✓ Rehabilitation (including removal of architectural barriers to accessibility), or
- ✓ Installation.

of public improvements or facilities (except for buildings for the general conduct of government). *Reference: §570.201(c)*

Neither the statute nor the regulations define the terms "public facilities" or "public improvements." However, in the CDBG program, these terms are broadly interpreted to include all improvements and facilities that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit, and operated so as to be open to the general public. This would include neighborhood facilities, firehouses, public schools, and libraries. Public improvements include streets, sidewalks, curbs and gutters, parks, playgrounds, water and sewer lines, flood and drainage improvements, parking lots, utility lines, and aesthetic amenities on public property such as trees, sculptures, pools of water and fountains, and other works of art. The regulations specify that facilities that are designed for use in providing shelter for persons having special needs are considered to be public facilities (and not permanent housing), and thus are covered under this category of basic eligibility. Such shelters would include nursing homes, convalescent homes, hospitals, shelters for victims of domestic violence, shelters and transitional facilities/housing for the homeless, halfway houses for run-away children, drug offenders or parolees, group homes for the developmentally disabled, and shelters for disaster victims.

In the CDBG program, site improvements of any kind that are made to property that is in public ownership are considered to be a "public improvement" eligible for assistance under this category. This distinction would be of particular importance if new housing is to be constructed on the property and direct CDBG assistance to that construction would not be eligible under program rules.

October 15, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROAD REPAIR SERVICES PROJECT CITYWIDE ($257,977).

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Two Hundred Fifty Seven Thousand Nine Hundred Seventy Seven Dollars ($257,977) to Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for the provision of construction management and inspection services for the Road Repair Services Project citywide.

BACKGROUND

On July 26, 2024, the City of Compton (“City”) performed an update to the Pavement Management Program, which identified approximately 134 miles of “Fair” to “Very Poor” citywide street conditions. These findings indicate that the proper funding of the street network needs to continually be improved upon to sustain or improve the overall Pavement Condition Index. The PCI is a condition rating that ranges from 0 to 100. The PCI average for the City of Compton is 60.8 which is considered “Fair”. As a result, preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

On September 24, 2024, pursuant to Resolution No. 26,124, City Council authorized the City Manager to enter into a construction services agreement with a contractor to provide construction for the Road Repair Services Project citywide.

The Road Repair Services Project consist of providing road repair services citywide in accordance to the contract specifications and other contract documents. Specifically, the project will consist of pavement repairs such as grind & overlay rehabilitation methods on 16 segments of specified distressed streets.

An essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

On August 7, 2024, city staff solicited Request For Proposals from qualified engineering firms. On August 29, 2024, the City received a total of eight (8) proposals that were reviewed and ranked by staff. The top 3 (three) firms were selected based on their responsiveness, qualifications, costs, work experience, professional expertise and any other unique qualifications. The top three proposals are listed below:

Rank	Firm	Location	Amount
1	NV5	Irvine, CA	$359,950
2	Mark Thomas	Los Angeles, CA	$943,959
3	Infrastructure Engineers	Brea, CA	$257,977

The scope of work for construction management and inspection services described within the RFP for Road Repair Project shall include all of the following, but not limited to:

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

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

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

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

5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

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

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

9. **Request For Information (RFIs) & Submittals** – Provide a list of RFIs and responses. Provide a list of submittals and responses.

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

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

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

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

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

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

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

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

18. **Done Services** – Provide aerial photos and video of the various project sites.

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

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

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

Selection Process

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

The selection of the most qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration nor a primary consideration for selection; however, staff will evaluate the price to ensure there is a comparability and consistency to the other proposals. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. Fees are not considered until after the selection of the most qualified firms.

The review committee determined the proposal submitted by Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers was deemed the lowest most responsive firm to provide the needed construction management and inspection services for this Project for the following reasons:

- Infrastructure Engineers key member has over 37 years of experience in construction civil and traffic engineering design, and project management for various public agencies
- Infrastructure Engineers has a dedicated and skilled staff of experienced professional engineers, building officials, construction managers, projects managers, inspectors, and support personnel
- Infrastructure Engineers provide seasoned staff to conduct a constructability review for the project and identify all issues into a Risk Management Plan
- Infrastructure Engineers has a successful history of managing large street rehabilitation projects in the City of Bell Gardens, Montebello, Lynwood, and Baldwin Park with minimal change orders and timely project completion
- Infrastructure Engineers offers unique videography, surveyor and analytical statistics data that provide the City with customized data that allows staff to be more effective and efficient in managing the construction activities and creates cost savings within the project

Infrastructure has grown to become the premier provider of municipal services to cities throughout Southern California. Their staff includes construction management, inspection, and city staff augmentation. Their staff are focused practitioners and expert technicians in every field they service. Many of their employees are former city employees, so they understand the importance of observing strict oversight of the project schedules, budgets, and maintenance.

They possess first-hand knowledge of city operations and priorities, which empowers them to be strong advocates for the city they serve.

STATEMENT OF ISSUE

Therefore, in order to authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Two Hundred Fifty Seven Thousand Nine Hundred Seventy Seven Dollars ($257,977) to Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for the provision of construction management and inspection services for the Road Repair Service Project citywide, City Council's authorization is necessary.

ALTERNATIVE

The Council may select another vendor to provide construction management and inspection services. Nonetheless, staff recommends the utilization of a professional construction management firm for the oversight of the Road Repair Services Project citywide. Additionally, this project has significant technical specifications and requirements that require specific and uniquely qualified individuals to oversee and manage the project on a daily basis and the City's existing organizational structure within the Public Works Engineering Department has limited staff capacity to perform these services.

FISCAL IMPACT

Funds in the amount of $257,977 are available in the City of Compton's 2024-2025 Fiscal Year budget in Account No. 1004-610-000-4266.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

City of Compton
Road Repair Service Project Phase VIII
List of Potential Streets

No.	Street Name	Limits
1.	134th Street	Central Avenue – Parmelee Avenue
2.	134th Street	Salinas Avenue – Bahama Avenue
3.	Piru Street	Central Avenue – Elva Avenue
4.	136th Street	Central Avenue – Elva Avenue
5.	Ezmirlian Street	Long Beach Boulevard – Bullis Road
6.	Bullis Road	Orchard Street – City Limit North
7.	Locust Avenue	Killen Place – McMillan Street
8.	Pine Street	Bullis Road – McMillan Street
9.	McKinley Avenue	Claude Street – Caldwell Street
10.	Tichenor Street	Northwood Avenue – Hillford Avenue
11.	Bennett Street	Harlan Avenue – Grandee Avenue
12.	Harlan Avenue	Bennett Street – 166th Street
13.	Cypress Street	Willow Avenue – Santa Fe Avenue
14.	Cypress Street	Willowbrook Avenue – Tamarind Avenue
15.	Laurel Street	Chester Avenue – Burris Avenue
16.	Caldwell Street	County Line East – End of Cul De Sac

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROAD REPAIR PROJECT CITYWIDE ($257,977).

WHEREAS, adoption of this Resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Two Hundred Fifty Seven Thousand Nine Hundred Seventy Seven Dollars ($257,977) to Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for the provision of construction management and inspection services for the Road Repair Services Project citywide; and

WHEREAS, on July 26, 2024, the City of Compton ("City") performed an update to the Pavement Management Program, which identified approximately 134 miles of "Fair" to "Very Poor" citywide street conditions; and

WHEREAS, these findings indicate that the proper funding of the street network needs to continually be improved upon to sustain or improve the overall Pavement Condition Index; and

WHEREAS, the PCI is a condition rating that ranges from 0 to 100 and the PCI average for the City of Compton is 60.8 which is considered "Fair"; and

WHEREAS, preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, on September 24, 2024, pursuant to Resolution No. 26,124, City Council authorized the City Manager to enter into a construction services agreement with a contractor to provide construction for the Road Repair Services Project citywide; and

WHEREAS, the Road Repair Services Project consist of providing road repair services citywide in accordance to the contract specifications and other contract documents and specifically, the Project will consist of pavement repairs such as grind & overlay rehabilitation methods on 16 segments of specified distressed streets; and

WHEREAS, an essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services; and

WHEREAS, on August 7, 2024, city staff solicited Request For Proposals from qualified engineering firm; and

WHEREAS, on August 29, 2024, the City received a total of eight (8) proposals that were reviewed and ranked by staff; and

WHEREAS, the top 3 (three) firms were selected based on their responsiveness, qualifications, costs, work experience, professional expertise and any other unique qualifications and the top three proposals are listed below:

Rank	Firm	Location	Amount
1	NV5	Irvine, CA	$359,950
2	Mark Thomas	Los Angeles, CA	$943,959
3	Infrastructure Engineers	Brea, CA	$257,977;

and

WHEREAS, the scope of work for construction management and Inspection services described within the RFP for the Road Repair Services Project shall include all of the following, but not limited to:

- Preconstruction Conference
- Management Information System
- Review Traffic Control Plans
- Meetings
- Issue Management
- Schedule
- Cost Control
- Labor Compliance
- Change Orders
- Dispute Resolution
- Quality Control/Inspection/Material Testing
- Public Relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- Drone Services
- "As Built" Drawings
- Final Walkthrough
- Project Completion Report

WHEREAS, pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover; and

WHEREAS, the proposal review committee consisted of Public Works staff and the committee reviewed the materials in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals; and

WHEREAS, the selection of the most qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications; and

WHEREAS, Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration nor a primary consideration for selection; however, staff will evaluate the price to ensure there is a comparability and consistency to the other proposals.; and

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

WHEREAS, the review committee determined the proposal submitted by Infrastructure Engineers was deemed the lowest most responsive firm to provide the needed construction management and inspection services for this Project for the following reasons:

- Infrastructure Engineers key member has over 37 years of experience in construction civil and traffic engineering design, and project management for various public agencies

- Infrastructure Engineers has a dedicated and skilled staff of experienced professional engineers, building officials, construction managers, projects managers, inspectors, and support personnel
- Infrastructure Engineers provide seasoned staff to conduct a constructability review for the project and identify all issues into a Risk Management Plan
- Infrastructure Engineers has a successful history of managing large street rehabilitation projects in the City of Bell Gardens, Montebello, Lynwood, and Baldwin Park with minimal change orders and timely project completion
- Infrastructure Engineers offers unique videography, surveyor and analytical statistics data that provide the City with customized data that allows staff to be more effective and efficient in managing the construction activities and creates cost savings within the project

WHEREAS, Infrastructure has grown to become the premier provider of municipal services to cities throughout Southern California and their staff includes construction management, inspection, and city staff augmentation; and

WHEREAS, Infrastructure Engineers staff are focused practitioners and expert technicians in every field they service and many of their employees are former city employees, so they understand the importance of observing strict oversight of the project schedules, budgets, and maintenance; and

WHEREAS, Infrastructure Engineers possess first-hand knowledge of city operations and priorities, which empowers them to be strong advocates for the city they serve; and

WHEREAS, funds in the amount of $257,977 are available in the 2024-2025 Fiscal Year budget in Account No. 1004-610-000-4266; and

WHEREAS, in order to authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Two Hundred Fifty Seven Thousand Nine Hundred Seventy Seven Dollars ($257,977) to Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for the provision of construction management and inspection services for the Road Repair Services Project citywide, 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 proposal submitted by Infrastructure Engineers is hereby accepted.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for the provision of construction management and inspection services for the Road Repair Services Project citywide.

SECTION 3. That funds in the amount of $257,977 are available in the 2024-2025 Fiscal Year budget in Account No. 1004-610-000-4266.

SECTION 4. That a purchase order in the amount of $257,977 is authorized to be established for Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers for the provision of construction management and inspection services for the Road Repair Services Project citywide.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

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

ADOPTED this ___ day of _____, 2024.

_____
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 _____, 2024.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS
[Road Repair Service Project]

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 **BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS** (hereinafter referred to as **"CONSULTANT"**), located at 3060 Saturn Street, Suite 250, Brea, California 92821.

RECITALS:

WHEREAS, the City will be implementing the Road Repair Services Project, which consists of improvements to specific streets within various areas throughout the City; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Road Repair Services Project; and

WHEREAS, Consultant (Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers) warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Road Repair Services Project; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, by **Resolution No._____**, adopted on the ___**, of October 2024,** the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; and

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

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

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Road Repair Services Project. This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

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

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

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

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

Task 5: **Issues Management** – Deliverables: Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

Task 6: **Schedule** – Deliverables: Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

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

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

Task 9: **Request for Information & Submittals** – Coordinate and ensure prompt processing and turnaround time for contractor requests for information and submittals.

Task 10: **Change Orders** – Deliverables: Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

Task 11: **Dispute Resolution** – Deliverables: Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

Task 12: **Quality Control/Inspection** – Deliverables: Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

Task 13: **Public Relations** – Deliverables: Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

Task 14: **Permit/Environmental Compliance** – Deliverables: Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

Task 15: **Progress Payments** – Deliverables: Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

Task 16: **Monthly Status Reports** – Deliverables: Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

Task 17: **Site Safety** - Deliverables: Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.

Task 18: **Drone Services –** Deliverables: Provide aerial photos and video of the various project sites.

Task 19: **"As-Built" Drawings** – Deliverables: Collect, review, and transmit contractor's data to engineer.

Task 20: Final Walkthrough – Deliverables: Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

Task 21: Project Completion Report – Deliverables: Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

As more fully described in the City's **"Road Repair Services – Request for Proposals for Construction Management and Inspection Services** and in Consultant's **"Proposal to Provide Road Repair Services Project** dated August 29, 2024, both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

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

Sid Mousavi, Senior Principal of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless this Agreement is extended or terminated as provided herein.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** and incorporated herein. The total price

paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change

in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works Engineering Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept a not-to-exceed maximum sum of **Two Hundred Fifty Seven Thousand Nine Hundred Seventy Seven Dollars ($257,977).**

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

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

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

5. **Independent Contractor Status.** Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the

conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

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

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

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

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

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

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

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

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

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and

the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

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

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

.e Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and

.f Have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Sid Mousavi, Senior Principal **(Date)**

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

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

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

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

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

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

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

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-

material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person or via reputable delivery service (e.g. FedEx, DHL, UPS, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Consultant:	**Bowman Infrastructure Engineers dba Infrastructure Engineers** **3060 Saturn Street, Suite 250** **Brea, California 92821** **Attn: Sid Mousavi-Senior Principal** **(714) 940-0100** **(714) 940-0700**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-5505** **(310) 605-6326 – fax.**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

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

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

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

BOWMAN INFRASTRUCTURE ENGINEERS DBA INFRASTRUCTURE ENGINEERS/CONSULTANT

Dated: _____ **By _____**
Sid Mousavi, Senior Principal

Approved by:

Dated: _____ **By _____**
Willie A. Hopkins, Jr., City Manager

Approved as to form:

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

ATTEST:

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

INFRASTRUCTURE ENGINEERS
a Bowman company

City of Compton, CA

Professional Engineering Design Services for North Pearl Avenue Road Improvements

Technical Proposal

Submitted by:

Sid Mousavi, MSCE, PE, Senior Principal
Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821
714.940.0700 | sidmousavi@bowman.com

Submitted to:

Amal Sedrak, PE, PMP, City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

August 12, 2024

infrastructure-engineers.com | bowman.com

INFRASTRUCTURE ENGINEERS
a Bowman company

August 12, 2024

Amal Sedrak, PE, PMP
City Engineer, RCE 78651
City of Compton
205 South Willowbrook Avanue
Compton, CA 90220

RE: Professional Engineering Design Services for North Pearl Avenue Road Improvements

Dear Selection Committee:

Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers, a Bowman company (IE Bowman), is pleased to submit this Technical Proposal in response to the referenced project above. **As of June 13, 2023, Infrastructure Engineers has officially joined Bowman.** This change provides a strong foundation and additional resources for us to merge our comprehensive skillsets while offering the same level of commitment to our clients and employees. While the Bowman name may be new to you and others at the City of Compton, our team includes the same qualified professionals from IE and offers the same local presence with three offices in the southern California area. Our southern California staff have served the region well for the past 30 years, have built strong and collaborative relationships with local municipalities, and bring specialized and innovative roadway preservation and reconstruction engineering expertise.

Our firm is currently managing multiple similar contracts such as the Arterial Street Improvement and Slurry Seal Improvement Zone 5 projects for the City of Bell Gardens and the South Verdugo Road Pavement Rehabilitation project for the City of Glendale. Most importantly, our team has completed similar projects such as the Montebello Boulevard Widening Project for the City of Montebello and Long Beach Boulevard Improvements Project for the City of Lynwood which have both won **"APWA Project of the Year" awards.**

Our working relationships with municipal staff, proven expertise in the roadway and pavement design, traffic analysis and design of multimodal transportation improvement projects, and our experience developing workable solutions in a practical and responsive manner within budget and schedule, provide the City of Compton with an experienced partner to assist with the design needs within this contract.

Our proposed Project Manager Christopher Ley, PE has over 29 years design and engineering experience. His expertise. His expertise includes CAD Civil 3D and civil engineering design including street layout, hydrology, drainage, sewer design and grading for public and private projects.

Thank you for considering our team to serve as your pavement improvement consultant. If you have any questions or need additional information, please contact Chris via phone at 714.982.5042 or via email at cley@bowman.com. As motivated transportation experts with aspirations to improve the City of Compton's roadways, we are extremely enthusiastic about this opportunity and look forward to working with you.

Sincerely,

Farzad Dorrani, MS
Principal - Southern California Operations

3060 Saturn Street, Suite 250, Brea, California 92821
714.940.0100
infrastructure-engineers.com | bowman.com

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General Experience

General Experience

The respondent is to provide specific examples of projects that are representative of the type of project (s) that the respondent has designed in the past five years.

Client	Project
City of Adelanto	Emergency Intersection Repair at Mojave Dr and Bellflower St
City of Adelanto	Bartlett Avenue Rehabilitation Project Between Adelanto Rd. and Poinciana Rd.
City of Adelanto	Bellflower St. Rehabilitation Project Between Chamberlaine Way and Air Expressway
City of Baldwin Park	Citywide Speed Zone Survey and Speed Limit Study
City of Baldwin Park	Paving Residential and Major St. Rehabilitation FY2021
City of Baldwin Park	Active Transportation Program (ATP) Cycle III
City of Baldwin Park	Gap Closure Improvement
City of Baldwin Park	San Gabriel River Greenway
City of Baldwin Park	Downtown Beautification Project
City of Baldwin Park	Landscape Design of San Gabriel River Greenway
City of Baldwin Park	Big Dalton Wash Greenway and Neighborhood Connection Phase II
City of Baldwin Park	SB1 Street Improvement and Rehabilitation of Puente Ave and Garvey Ave
City of Baldwin Park	Maine Ave Phase 1B
City of Baldwin Park	Safe Routes to School Railroad at Macdevitt St
City of Baldwin Park	Safe Routes to School Pleasant View
City of Baldwin Park	Calino Avenue Street Improvement
City of Bell Gardens	Systematic Safety Analysis Report Program (SSARP)
City of Bell Gardens	ATP Cycle V - Citywide Complete Streets Improvements
City of Bell Gardens	Slurry Seal Imp. Zone 5
City of Bell Gardens	Citywide Bike Lane Sharrow Re-Striping-Design Phase
City of Bell Gardens	Florence Ave. from Garfield Ave. to Granger Ave. Pavement Repair - Design Phase
City of Bell Gardens	Various Residential Street Improvements (FY 2022-2023)
City of Bell Gardens	Slurry Seal Imp. Zone 4
City of Bell Gardens	Arterial St. Imp. (FY 21-22)-Design Phase Proposition C & Metro Transfer Grant
City of Bell Gardens	Various Residential St. Imp. (FY 21-22) - Design Phase Measure M & Measure Fund
City of Bell Gardens	ATP Cycle 5 - Traffic Studies
City of Bell Gardens	HSIP Cycle 8 - Various Street Improvements
City of Bell Gardens	Citywide Striping Markings
City of Bell Gardens	Various Alleys Improvement Project
City of Bell Gardens	Various Residential Street Improvement (FY 20-21)
City of Bell Gardens	Arterial Street Improvement (FY 20-21)
City of Bell Gardens	Garfield Avenue Improvement Project
City of Bell Gardens	Pavement Management Systems Report
City of Bell Gardens	Slurry Seal Improvement Zones 1B and 2
City of Bell Gardens	Gage Avenue Rehabilitation Project
City of Bell Gardens	SB1 Street Rehabilitation Project Phase 2
City of Bell Gardens	Citywide Landscape Maintenance Project
City of Brea	Laurel School Alley Project
City of El Monte	Schmidt Road Street Improvement

General Experience

Client	Project
City of Glendale	S. Verdugo Rd. Pavement Rehabilitation
City of Hawaiian Gardens	Carson Street Beautification Phase II
City of Hawaiian Gardens	Pioneer Park Renovations
City of Hawaiian Gardens	Norwalk Blvd Rehabilitation
City of Hawaiian Gardens	Various Residential Street Improvements (FY 20-21)
City of Hawaiian Gardens	Various Residential Street Improvements (FY 19-20)
City of Hawaiian Gardens	HSIP Cycle 8
City of Hawaiian Gardens	CDBG Street Improvement Project
City of Hawaiian Gardens	Joliet Ave Fence Replacement Project
City of Hawaiian Gardens	Rehabilitation Project FY 2021-22
City of Hawaiian Gardens	HSIP Cycle 11
City of Hawaiian Gardens	Slurry Seal Project
City of Hawaiian Gardens	St. Rehabilitation Project (FY 2021-2022) - Topo. Survey
City of Huntington Park	Litter Abatement and Beautification Project
City of Huntington Park	Water Quality St Salt Lake Ave
City of Huntington Park	Greenway Linear Park Project
City of Huntington Park	Slauson Ave Congestion Relief Improvement Project
City of Huntington Park	ATP Cycle 2
City of Huntington Park	Various Street Improvement Project
City of Huntington Park	ATP Cycle II - Uncontrolled Crosswalk & Pedestrian Safety
City of Huntington Park	Project Study Report Equivalent ATP Cycle III
City of Huntington Park	ATP Cycle III Project
City of Huntington Park	SB1 Street Enhancement Project FY 20-21
City of Huntington Park	SB1 CDBG Street Reconstruction Project FY 21-22
City of Huntington Park	ATP Cycle V Safe Routes and Childhood Obesity Project
City of Lynwood	Gateway Cities Council of Governments Project Funding Application Preparation Services
City of Lynwood	HSIP Cycle 9 - Traffic Signal Improvement at Imperial Hwy and Atlantic Ave.
City of Lynwood	HSIP Cycle 9 - Traffic Signal Improvement at Atlantic Ave. and Carlin Ave.
City of Lynwood	ATP Cycle 2
City of Lynwood	Brewster Ave. Street Improvement
City of Lynwood	Citywide Slurry Seal Project - Phase 4
City of Lynwood	Citywide Slurry Seal Project - Phase 3
City of Lynwood	Citywide Slurry Seal Project - Phase 2
City of Lynwood	Citywide Slurry Seal Project - Phase 1
City of Lynwood	Gertrude Dr Improvement Project
City of Lynwood	Fertile Street Improvement Project
City of Lynwood	Stoneacre Street Improvement Project
City of Lynwood	Palm Ave Improvement Project
City of Lynwood	Bullis Rd Improvement Project
City of Lynwood	Capistrano Street Improvement Project
City of Lynwood	Lilita St and Eve Ave Strom Drain Improvement Project
City of Lynwood	Peach St Improvement Project

General Experience

Client	Project
City of Lynwood	Virgina Ave Street Improvement Project
City of Lynwood	CIP Priority 2 Streets improvements Project - Phase II
City of Lynwood	Agnes Ave. Street Improvement
City of Lynwood	Atlantic Ave. Street Improvement
City of Montebello	Taylor Ranch Greenspace
City of Montebello	Montebello Blvd Bike Lane and Sidewalk Improvement Project
City of Montebello	Beverly Blvd. (West City Limit To Findlay Ave.)
City of Montebello	Beverly Blvd. (Findlay Ave. to Garfield Ave.)
City of Montebello	Beverly Blvd. (Via Val Verde to Wilcox Ave.)
City of Montebello	Whittier Blvd. (120' West Garfield Ave. to Montebello Blvd.)
City of Montebello	Whittier Blvd. (Montebello Blvd. to Van Norman)
City of Montebello	Wilcox Ave. (Beverly Blvd. to Whittier Blvd.)
City of Montebello	Union St. (Greenwood Ave. to Gage Rd.)
City of Montebello	Mines Ave. (Vail Ave. to Greenwood Ave.)
City of Montebello	Date Street (Maple Ave. to Greenwood Ave.)
City of Montebello	Maple Ave. (Washington Blvd. to Date St.)
City of Montebello	Vail Ave. (Olympic Blvd. to Colgrove Ave.)
City of Montebello	Vail Ave. (Colgrove Ave. to UPRR)
City of Montebello	Montebello Blvd. (Los Angeles Ave. to Lincoln Ave.)
City of Montebello	Gage Rd. (Union St. to Telegraph Rd.)
City of Montebello	Ferguson Dr. (Pickering Way to Vail Ave.)
City of Montebello	HSIP Cycle 7 Project - Various Intersections Improvement
City of Montebello	Maple Ave. Street Improvement
City of Montebello	Various Street Improvements FY 19-20
City of Montebello	Various Street Rehabilitation FY 19-20
City of San Bernardino	Safe Routes to School Sidewalk Gap Closure

ATP CYCLE III - CITY OF BALDWIN PARK

Our team provided final plans, specifications, and estimates (PS&E) for the city to advertise the project for construction after the completion of the preliminary design phase. We provided project management and administration including preparation of design documents, developing the project schedule, processing, and obtaining California Transportation Commission (CTC) allocation and construction authorization. Our team also provided a project report and environmental analysis that summarized the alternative analysis and engineering studies as well as conducting an environmental review and coordinate with the city and the California Department of Transportation (Caltrans) as to the requirements of the California Environmental Quality Act (CEQA). We then provided bid support during the bidding and award period to city staff by responding to requests for information (RFIs), preparation addendum and other technical assistance.

Experience with Pavement Management Studies

Experience with Pavement Management Studies

The respondent shall specifically identify experience with pavement management studies. Consultant shall include agency contact information, street classification, miles evaluated, final costs, and duration of projects. Consultant shall describe process used to collect and evaluate data for each project identified.

Project	Agency Contact	Street Classification	Miles Evaluated	Final Costs	Duration of Project
Bell Gardens 2017 PMS Update	Bernardo Iniguez Director of Public Works 562.806.7770 biniguez@bellgardens.org	Arterial Collector Residential Alleys	14.1 9.7 23.6 7.2	$4,781,030 $1,940,206	2017-18 to 2021-22
Bell Gardens 2020 PMS Update	Bernardo Iniguez Director of Public Works 562.806.7770 biniguez@bellgardens.org	Arterial Collector Residential Alleys	14.0 9.7 23.4 7.3	$9,480,294	2020-21 to 2024-25
Bell Gardens 2024 PMS Update	Bernardo Iniguez Director of Public Works 562.806.7770 biniguez@bellgardens.org	Arterial Collector Residential Alleys	14.0 9.7 23.3 7.2	$11,075,512	2024-25 to 2028-29
Baldwin Park 2017 PMS Update	Sam Gutierrez Director of Public Works 626.960.4011 ext. 460 sgutierrez@baldwinpark.com	Arterial Collector Residential Alleys	21.7 27.9 60.9 3.5	$6,688,723 $2,182,059 $0	207-18 to 2021-22
Lynwood Pavement Management Program	Julian Lee Director of Public Works 310.603.0220 jlee@lynwoodca.gov	Arterial Collector Residential Alleys PCC	12.11 36.36 34.59 10.03	$5,995,914 $3,127,015 $249,975 $249,135	2010-11 to 2014-15
Montebello 2013 PMS Update	Cesar Roldan Director of Public Works 323.887.1460 croldan@montebelloca.gov	Arterial Collector Residential	21.6 47.8 53.2	$4,240,279 $5,744,458	2014-15 to 2018-19
Montebello 2021 PMS Update	Cesar Roldan Director of Public Works 323.887.1460 croldan@montebelloca.gov	Arterial Collector Residential	38.3 50.7 53.8	$47,255,596	2021-22 to 2025-26

Experience with Pavement Management Studies

Bell Gardens 2017 PMS Update

We performed a detailed windshield survey on all Bell Gardens' streets to collect distress information, road dimensions, true section area and other key condition data such as drainage and ride assessments. Infrastructure Engineers utilized its Windows based Pavement Management System, which was done with the use of APWA's MicroPaver. Infrastructure Engineers has provided a listing of pavement maintenance that has been performed by the Public Works Department which is shown in Section III. All pavement data were entered into Micro Paver, version 7.0.6. This was the foundation for all survey data collected in the field. After this data had been entered, the Pavement Condition Index (PCI) was calculated for each segment, and for the overall street network.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a good condition of the city's streets and to reduce street maintenance backlog. We recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

Bell Gardens 2020 PMS Update

The calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. PCI was developed to provide a measure of the pavement's structural integrity and surface operational condition.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a "good" condition of the city's streets and to reduce street maintenance backlog. Infrastructure Engineers has recommended a minimal "Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The purpose of the budget is to improve the PCI conditions of the city with the optimal usage of the resources provided. Therefore, a strategy must be created to use the resources at the appropriate time. Additionally, this scenario utilizes maintenance and repair work types that will improve it to a PCI of 100. All work program budgets generated are presented in terms of current 2020 dollars. All repair activities were based on distresses observed at the time of the field survey.

Bell Gardens 2024 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. PCI was developed to provide a measure of the pavement's structural integrity and surface operational condition.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a "good" condition of the city's streets and to reduce street maintenance backlog. Infrastructure Engineers, a Bowman company, has recommended a minimal "Level of Service" (LOS), which creates a major

Experience with Pavement Management Studies

dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI level as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The budgeting process was approached with the following in mind: generate a work program for the next five (5) years based upon actual road pavement conditions in order to maintain and raise the average PCI over a five-year Capital Improvement Plan (CIP). Based on current and projected pavement maintenance needs, annual work programs have been prepared and the actual budget is summarized below. The purpose of the budget is to improve the PCI conditions of the city with the optimal usage of the resources provided. We present a scenario that incorporates various maintenance and repair work types aimed at maintaining a Citywide Pavement Condition Index (PCI) of 70, except for the fiscal year 2028-29.

Baldwin Park 2017 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. It was developed to provide an index of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the PAVER system. Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a good condition of the city's streets and to reduce street maintenance backlog. We have recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The budgeting process was approached with the following in mind: generate a work program for the next five (5) years based upon actual road pavement conditions in order to maintain / raise the average PCI over a five year Capital Improvement Plan (CIP). Based on current and projected pavement maintenance needs, annual work programs have been prepared and the actual budget.

All work program budgets generated were presented in terms of current 2017 dollars. The city's budget is broken down within the MicroPaver software to maximize maintenance dollars for the appropriate activities (Stop-Gap, Preventative, Global, Major M&R). All repair activities were based on distresses observed at the time of the field survey. The first budget analyzes how to maintain a PCI 75 for a city throughout each type of street. This takes into account preventative and stop-gap measures as well as repairing any pavement that reaches a critical PCI value. The primary focus of this budget is to repair any streets once it reaches a critical value and needs repair regardless of cost.

Lynwood Pavement Management Program

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. It was developed to provide an index of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the PAVER system.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to maintain a good condition of the city's streets and to reduce street maintenance backlog.

Experience with Pavement Management Studies

We have recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

Our team provided potential budgets in two scenarios. The first scenario would raise and maintain the average-weighted network PCI for AC and PCC streets to a PCI of approximately 70. The second scenario will raise and maintain the average-weighted network PCI for AC and PCC pavement sections to a PCI of approximately 85. We projected a five-year work program by maintenance activity for each year for this scenario for arterial and collector streets, for residential streets, for the alleys and for the PCC pavement sections.

Montebello 2013 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. It was developed to provide an index of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the PAVER system.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. We have recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction.

The budgeting process was approached with the following in mind: generate a work program for the next five (5) years based upon actual road pavement conditions in order to maintain / raise the average PCI over a five year Capital Improvement Plan (CIP). Based on current and projected pavement maintenance needs, annual work programs have been prepared and the actual budget is summarized below.

Montebello 2021 PMS Update

Calculation of the PCI is based on the results of a visual condition survey in which distress type, severity, and quantity are identified. PCI was developed to provide a measure of the pavement's structural integrity and surface operational condition. The PCI is the default condition index for the pavement management system.

Based on the results of the condition survey and input from the city, pavement maintenance / rehabilitation strategies were developed. A standard agreement at the outset was to identify the city's maintenance work program for the next five years, based upon the objective to improve the conditions to a "fair" condition of the city's streets and to reduce street maintenance backlog. Infrastructure Engineers has recommended a "Minimal Level of Service" (LOS), which creates a major dividing line in determining pavement maintenance. Based on the city's weighted average PCI, condition distribution, and maintenance practices, our team has identified a specific PCI as the minimum LOS. This means that any pavement section with a PCI less than that specific number may be recommended for heavy grind and overlay, or reconstruction. We prepared a program to increase the overall PCI to 65 in the next five years in order to have an overall "fair" pavement network. Also, we assumed a budget which aligns to what is the estimated amount of funds that will be available for pavement repairs and maintenance.

Team Qualifications & Experience

Team Qualifications & Experience

The respondent shall identify the Principal Engineer/ Project Manager that will be responsible for this project. The respondent is to provide the qualifications of the Lead Engineer and specific examples of projects that the Principal Engineer/ Project Manager has managed and been responsible for. The respondent may include projects other than pavement projects that the Principal Engineer/ Project Manager has managed and been responsible for but streets reconstruction and new construction projects are preferred. In addition, staff assigned to the proposed design team of the Pearl Avenue Road shall be listed and their resumes be provided along with their relevant experience for the project. The Principal Engineer/ Project Manager should be a registered engineer with the California Board for Professional Engineers, Land Surveyors, and Geologists.

Christopher Ley, PE is a Senior Project Manager with Bowman Infrastructure Engineers in Brea, California. He has over 29 years of design engineering and project management experience.

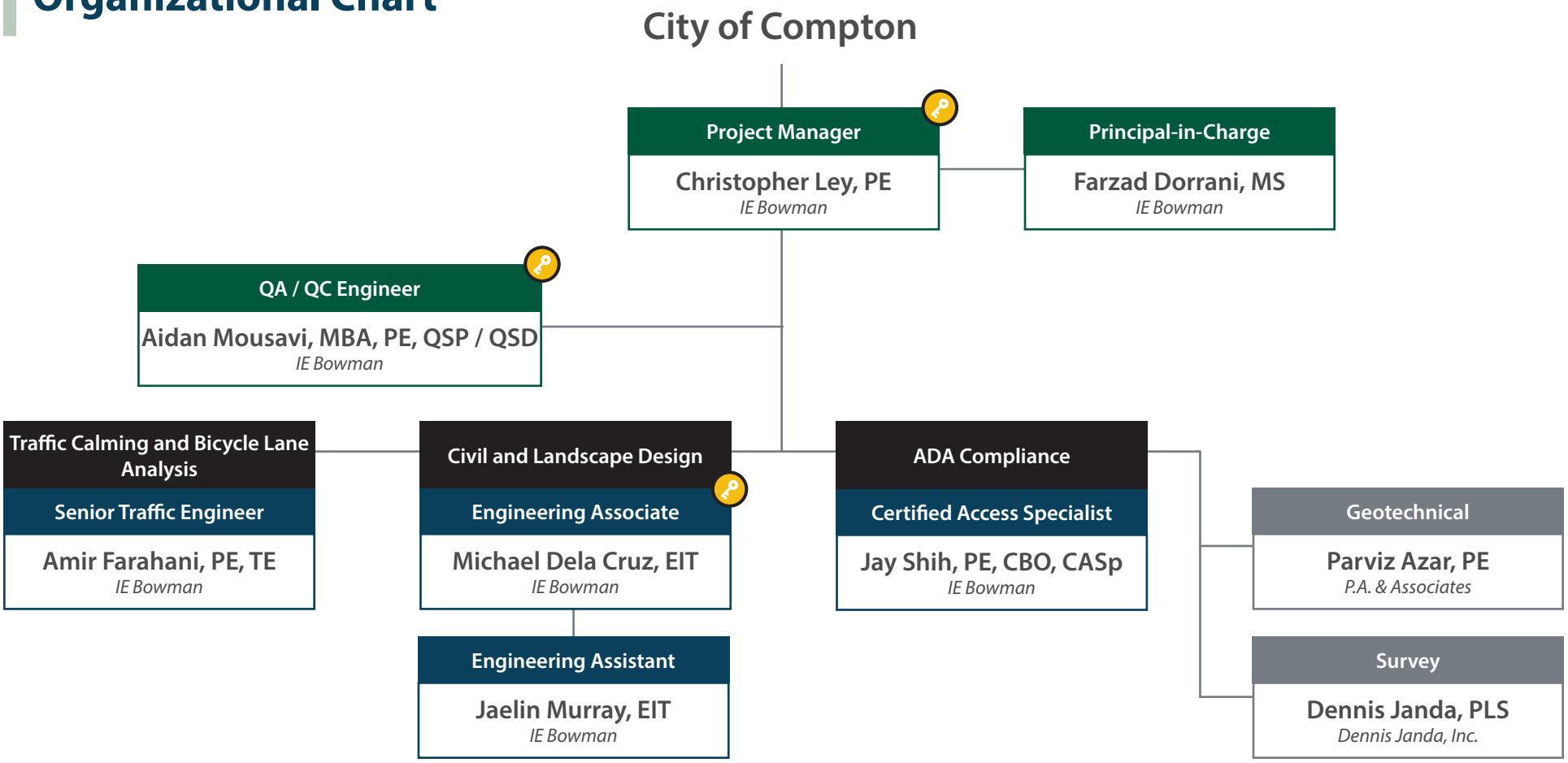
He manages various several engineers to produce finished plans and specifications for different types of municipal projects. These range from pavement and rehabilitation to park and drainage design. His expertise includes CAD, graphic design and civil engineering design. In the past, he has managed and produced civil plans, specifications, and estimates for commercial, educational, and residential development. Sample projects include:

- **ATP Cycle 5 - Safe Routes And Childhood Obesity Project** | *City of Huntington Park, CA*
- **Carson St. Beautification (Phase II) - Norwalk Blvd. to Bloomfield Ave** | *City of Hawaiian Gardens, CA*
- **Emergency Intersection Repair at Mojave Dr. and Bellflower St.** | *City of Adelanto, CA*
- **Slauson Ave. Congestion Relief Improvement Project** | *City of Huntington Park, CA*

Christopher is an alumnus of Oregon State University with a Bachelor's of Science in Civil Engineering, and is a Registered Civil Engineer in the State of California.

Team Qualifications & Experience

Organizational Chart



Any changes to the design team shall be submitted to the City for review and approval.

Team Qualifications & Experience

Christopher Ley, PE

Project Manager

Education

B.S. Civil Engineering, Oregon State University, 1995

Registrations

Professional Civil Engineer: California (#80620)

Christopher Ley has over 29 years design engineering and project management experience. His expertise includes CAD and graphic design, civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects.

Experience

Various Projects* | *Irvine, CA*
Project Engineer for Walden and Associates. Christopher was responsible for civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects. Skilled in developing plans and survey data sets using AutoCAD Civil 3D 2012 and 2016. Production of reports using Microsoft Word and Excel, Bentley WaterCAD and Bluebeam.

Various Projects* | *Monterey, CA*
Staff Engineer / CAD Manager for WWD / L&S Engineering. Responsible for civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects. Skilled in developing plans and survey data sets using AutoCAD Land Desktop 2006 and AutoCAD Civil 3D 2011. Responsible for company's migration from Land Desktop 2006 to Civil 3D 2011. Subsequent duties as CAD Manager, responsible for all training in Civil 3D after initial off-site classes, development of comprehensive styles and description key sets, and implementing transitions to Civil 3D standards from Land Desktop. Also developed training aids and curriculum for transition. Responsible for conversion of Civil 3D files for Revit. Administrative assistant duties during slow periods, including accounting, filing and office development. IT duties when necessary, including rebuilding network after incomplete implementation by consultant. WWD became L&S in August 2012.

Various Projects* | *Sand City, CA*
CAD Manager / Senior Draftsman for Saroyan Masterbuilders. Responsible for residential and commercial design and drafting while ensuring ADA compliance, egress requirements and coordination of plans from various disciplines into a single set. Was responsible for implementation of AutoCAD 2006 system, training of 2 supervisors, development of CAD standards and overseeing transition from hand drafting.

Various Projects* | *Marina, CA*
Drafting and Engineering Manager for Greenway Design. Residential design and drafting including determination of code compliance for lateral stability and egress. Extensive experience with Microstation V8 and Triforma production drafting of residential structures, including application of engineering notes.

Various Projects* | *Seattle, WA*
Senior Draftsman for Lindal Cedar Homes, Inc. Responsible for residential design and drafting, including determination of code compliance for lateral stability and egress.

**Experience prior to joining the firm*

Christopher Ley, PE

Project Manager

Instrumental in creating structural designs of posts and beams for a variety of vertical and lateral loads. Pioneered development of various charts as aids in design of structural elements. Directly involved in the implementation of Microstation Triforma 3D, and developed methods of aligning non-planar elements that were subsequently used by Microstation in their official training programs.

Various Projects* | *Lynwood, WA*
Staff Engineer for Baker Engineers, Inc. Duties included structural design including wind and seismic analysis, gravity design, rigid frame foundation design and pin pile foundation design. Production and structural detail drawings and drafting foundation plans.

Team Qualifications & Experience

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

Education

M.B.A. General, California State Polytechnic University, Pomona, 2016

B.S. Civil Engineering, California State Polytechnic University, Pomona, 2012

Registrations

Professional Civil Engineer: California (#91136)

Qualified SWPPP Practitioner (QSP) / Qualified SWPPP Developer (QSD): California (#91136)

Aidan Mousavi's professional focus is primarily in the field of city engineering and environmental infrastructure by providing civil engineering assistance to Public Works and Engineering Departments. He also works closely with cities to ensure compliance with the National Pollutant Discharge Elimination System (NPDES). Aidan has developed strategies for the efficient use of Best Management Practices (BMPs), thus gaining a set of skills that assists municipalities with compliance and helps keep them under budget. Aidan is familiar with municipal protocols and works within these structures to conduct field inspections and develop annual compliance reports. As an MBA graduate, Aidan brings his academic knowledge to work with our Operations Manager to manage all Capital Improvement Program (CIP) and non-CIP projects.

Experience

Slauson Avenue Congestion Relief Improvement Project | *City of Huntington Park, CA*
Project Manager. Responsible for hydrology and hydraulics analysis to divert and treat runoff from two-mile long corridor along Slauson Avenue. Designed BMPs to treat runoff and make street into a green street. Ran Synchro Simulation for ten signalized intersections for LOS analysis, coordination and timing. Designed plans and specifications for signal system upgrades and street widening.

Traffic Signal Improvement at Olive Street and Phelan Avenue Intersection | *City of Baldwin Park, CA*
Engineering Associate. Aidan prepared a signal warrant study for the intersection of Olive and Phelan per the city's request. After having passed warrant requirements, Aidan had designed proposed improvements to make the intersection signalized. The improvements included pavement rehabilitation, upgrading ramps to be ADA compliant, striping crosswalks and camera detection.

ATP Cycle 2, Unprotected Crosswalk Safety Enhancement Improvements | *City of Huntington Park, CA*
Associate Engineer. The city requested our team to revise and complete the current plans (39 sheets), specifications and estimates which had been prepared by TransTech. The scope included 22 intersection improvements for pedestrian accessibility and safety. The city also requested our team to obtain E76 for construction since it has only obtained Preliminary Environmental Study (PES) certifications from Caltrans. To complete the E76 process, the Right of Way certifications and request for construction was required before completion, this process took between 6-8 weeks after completion of the 100% PS&E documents.

Gertrude Drive Street Improvements | *City of Lynwood, CA*
Project Manager. Developed plans, specifications and estimate (PS&E) package for water improvement along Gertrude Drive. Designing 8-in D.I.P Water Main complete with tees, service lines, water meters, water boxes, wedge gate valves, transition

**Experience prior to joining the firm*

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

couplings, thrust blocks, reducers etc. Plans included asphalt and concrete repairs along with plan and profile for curb and gutter drainage.

Virginia Avenue Street Improvements | *City of Lynwood, CA*
Project Manager. Developed PS&E package for water improvement along Virginia Avenue. Designing 8-in D.I.P Water Main complete with tees, service lines, water meters, water boxes, wedge gate valves, transition couplings, thrust blocks, reducers etc. Plans included asphalt and concrete repairs along with plan and profile for curb and gutter drainage.

Lilita Street and Eve Avenue Storm Drain Improvement | *City of Lynwood, CA*
Project Manager. Conducted a field investigation to identify cause of flooding issue. Drafted a hydrology and hydraulics report to identify issues and provided two solutions to alleviate flooding. Developed plans to address flooding through use of drywells and developed alternative plans to direct connect proposed storm tank to existing storm drain main line.

Connector Pipe Screen (CPS) | *City of Bell Gardens, CA*
Project Manager. Conducted a field investigation of all public and private catch basins citywide. Developed a GIS based log utilizing MS4Front software. Developed plans and applied for permitting through LA county to retrofit catch basins citywide by installing CPS units. Hosted pre-construction meeting with contractor, city staff and LA county.

Asmus Park Catch Basin Evaluation and Feasibility Study | *City of Bell Gardens, CA*
Project Manager. Responsible for alleviating severe flooding issue at Asmus Park by identifying issues through a field investigation and a hydrology and hydraulics analysis to identify volume of water needed to divert and treat. Developed conceptual plans of dry wells at parks to recharge ground water.

NPDES Storm Water Program Inspection | *City of Baldwin Park, CA*
As required under the state's Regional Water Quality Control Board regulations and city ordinances permitting inspection programs, the City of Baldwin Park enlisted our team to conduct a routine visual inspection for point-source pollution control. The goal of this inspection was to prevent the discharge of pollutants associated with business activities from entering the city's storm drain system. Aidan conducted all necessary inspections for the City of Baldwin Park and provided the appropriate reports.

NPDES Annual Report | *City of Montebello, CA*
Project Manager. As mandated by the Trash Total Maximum Daily Loads (TMDLs) for the Los Angeles river watershed, each city within the Los Angeles River watershed is required to submit a compliance report for the Los Angeles River trash TMDL to the Regional Water Quality Control Board. With the collaboration of engineering, code enforcement, building, street maintenance, planning and relevant contracted

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

services, Aidan developed the annual report for the city, identifying methods used to meet compliance as well as providing calculations for scientific justification.

San Gabriel River Bikeway Environmental Services and Permits | *City of Baldwin Park, CA*
Engineering Supervisor. Responsible for developing and approving SWPPP so all pollutants and their sources, including sources of sediment associated with construction site erosion and all other activities associated with construction activity were controlled. All discharges were identified and either eliminated, controlled or treated. BMPs selected that were effective and resulted in the reduction or elimination of pollutants in stormwater discharges. Post-construction BMPs were identified and installed during construction that were intended to reduce or eliminate pollutants after construction was complete. Developed methods to implement BMP inspection, visual monitoring, Rain Even Action Plan (REAP) and Construction Site Monitoring Program (CSMP).

NPDES Watershed Management Plan and Integrated Monitoring Program Coordination | *City of Bell Gardens, CA*
Project Manager. The NPDES permit, which is authorized by the Clean Water Act, was issued by the Regional Water Quality Control Board. The purpose of the permit was to ensure the MS4 permits in the county of Los Angeles were not causing or contributing to exceedances of water quality objectives set to protect the beneficial uses in the receiving waters in the Los Angeles region. Aidan worked with a variety of agencies to customize the City of Bell Garden's storm water programs by using BMPs to achieve compliance. He assisted with training and presentation of the requirements of the MS4 Permit to all maintenance staff and inspectors. Aidan coordinated with the Los Angeles County Flood Control District and seven other cities in Los Angeles County and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. Aidan attended all regular watershed meetings, representing the City of Bell Gardens, as requested by the city. He also provided commercial and industrial permit inspections for all eligible businesses in the City of Bell Gardens; he provided the businesses with educational material and advised them on how to comply with the MS4 permit. Aidan also conducted audits and provided the reports.

NPDES Watershed Management Plan and Integrated Monitoring Program Coordination | *City of Montebello, CA*
Project Manager. Aidan represented the City of Montebello during all of their negotiations and participation in subregional watershed management programs. He worked with a variety of agencies to customize the city's storm water programs by using BMPs to achieve compliance. Aidan coordinated with the Los Angeles County Flood Control District and 14 other cities in Los Angeles and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. As the city's representative, he

Aidan Mousavi, MBA, PE, QSP / QSD

QA / QC Engineer

attended all watershed meetings and provides the reports to the City Engineer. Aidan also conducted commercial and industrial inspections for all businesses in the City of Montebello and provided all documentation, as required by the permit. With the collaboration of engineering, code enforcement, building, street maintenance, planning and relevant contracted services, Aidan developed the annual report for the city, identifying methods used to meet compliance as well as providing calculations for scientific justification.

Atlantic Housing Development | *City of Lynwood, CA*
Design Engineer. Analyzed and compared the existing and proposed drainage patterns of the Atlantic Housing Development site in the City of Lynwood, California. Conducted hydrology calculations based on the County of Los Angeles Hydrology Manual. Utilized LA County GIS database and HydroCalc to run hydrology simulation as part of an investigation to attenuate the difference between the post-development peak flow and the pre-development peak flow. The main goal was to develop Hydrology Report for multiple properties located on the west side of Atlantic Avenue between Agnes Avenue and Lavinia Avenue. The site was comprised of ten parcels and is approximately 38,350 sq. ft. in area. The purpose of the development was to address the need for affordable low-income housing within the City of Lynwood. The proposed Affordable four-story multi-family housing development project included the development of 70 multi-family units of which 66 will be affordable.

San Gabriel River Bikeway Project – Design Phase | *City of Baldwin Park, CA*
Design Assistant. Responsible for coordinating utilities for a new 2.3-mile bike path along the San Gabriel River and Walnut Creek Wash. The design focused on having low impact to the river and wash, with minimal grading needed. Specific work included aerial and field surveys, detailed field observations, hydrology studies, and signing and striping. The work also incorporated a design to tie into the city's proposed Bike Hub located at the Walnut Creek Nature Park.

Planning Veterans Village Development | *City of Lynwood, CA*
Design Engineer. Analyzed and compared existing and proposed drainage patterns of the Veterans Village Development site. Conducted hydrology calculations based on the County of Los Angeles Hydrology Manual. Utilized LA County GIS database and HydroCalc to run hydrology simulation as part of an investigation to attenuate the difference between the post-development peak flow and the pre-development peak flow. The overall project purpose was to develop a Hydrology Report for a mixed-use project with a focus on serving Veterans. It included approximately 600 units of housing that will include rental and owner-occupied town-homes and apartments with a mix of market and affordable rates. In addition, there will be a maximum of 10,000 sq. ft. of commercial development. This commercial space will include a club house for social engagement, offices to house county and veteran administrative services, health care services, career service center and an on-site day care. The development is expected to be anywhere from 3 to 6 ft in various locations.

Amir Farahani, PE, TE

Senior Traffic Engineer

Education

B.S. Civil Engineering, California State University, Los Angeles, 1982

Registrations

Professional Civil Engineer: California (#C54235)

Professional Traffic Engineer: California (#T2363)

Amir Farahani has more than 32 years of experience in various traffic, transportation and civil engineering disciplines. He has experience with contract administration, design experience and regulatory compliance. He has been in charge of various traffic and transportation studies; design of traffic signals, high-intensity activated crosswalk (HAWK) signals and Rectangular Rapid Flashing Beacon (RRFB) for pedestrian crossings. In working with the City of Orange, as an Engineering Tech. II and eventually as a City Traffic Engineer / Traffic and Transportation Manager, he has been involved in all aspects of the projects the city has designed and constructed. This includes coordinating with local, county, state, and federal agencies and various utilities to ensure successful project completion. Amir understands the level of detail and problem-solving skills required to complete high-profile projects on time and within budget.

Experience

Slauson Avenue Congestion Relief Improvements Project | *City of Huntington Park, CA*

Project Manager. Conducting traffic signal left turn phasing for five intersections in the project limits and recommending protected permissive left turn phasing with flashing yellow left turn arrow. Designed the subject traffic signals accordingly and prepared PS&E.

ATP Cycle V-Safe Routes and Childhood Obesity Project | *City of Huntington Park, CA*

Project Manager. In charge of various traffic related works such as design of HAWK beacon system for three pedestrian crossings; design of pedestrian scramble crosswalk striping; traffic signal modifications to create a separate pedestrian scramble cycle; restriping of existing crosswalks with a high-visibility continental design; realignment of existing crosswalks to align with the proposed conversion of Hood Avenue into a one-way street and prepared the project PS&E.

Imperial HWY and Ruth Avenue Traffic Signal Improvements Project | *City of Lynwood, CA*

The work to be done, in general, consists of, but is not limited to the following: mobilization, traffic control, remove existing crosswalks, warning lights, and streetlights; removal and construction of concrete sidewalks, curb and gutters, curb ramps; furnish and install traffic signal system, battery backup system, pull boxes, traffic signal loop detectors and connect DLC to pull box, relocate fire hydrant and water valve, providing construction survey, and traffic signing, striping and markings as shown on the plans and noted in these special provisions.

Various Projects* | *City of Orange, CA*

Amir utilized his many years of experience to manage various traffic and civil engineering projects. He also managed traffic and civil construction projects during his employment with the City of Orange. Amir planned, managed, and

**Experience prior to joining the firm*

Amir Farahani, PE, TE

Senior Traffic Engineer

provided oversight of the daily functions, operations and activities of traffic and transportation division of the City of Orange, including Traffic Management Center (TMC), traffic signal timing, operation and maintenance, review of residential and commercial developments; and was responsible for leading the traffic operation and transportation planning team. Amir also managed and participated in the development and implementation of goals, objectives, policies and priorities for the division. He also provided recommendations within departmental policy regarding appropriate service and staffing levels.

Oversaw and participated in the development and administration of the operation and capital improvement division annual budget; participated in the forecast of funds needed for staffing, equipment, materials, and supplies; monitored and approved expenditures; implemented adjustments. Attended and participated as City Traffic Engineer at city council, commissions, committees, and other agency meetings as required. Prepared and presented technical information, analysis, and recommendations. Oversaw the development of consultant requests for proposals for professional and construction services and the advertising and bid processes; evaluated proposals and recommended project award; administered contracts after award. Collaborated with other city departments, police, fire, Caltrans, OCTA and other outside agencies to plan, implement and complete projects and initiatives to improve traffic safety and mobility around the city. Identified outside funding sources for city traffic and transportation programs, directed and prepared funding applications. Responded to traffic and transportation related resident and commuters' inquiries and requests. Oversaw traffic signal plans preparation and coordination programs, developed and approved traffic engineering standards and policies for the city. Reviewed and analyzed studies, environmental impact reports, proposals, and negotiations with other agencies to secure projects and policies favorable to the city.

Various Projects* | *City of Orange, CA*
Planned, prioritized, assigned, supervised, reviewed and participated in the work of staff responsible for providing traffic engineering services within the assigned section. Developed and prepared construction plans, specifications, and estimates for various in-house design projects including traffic, streets, sewers and storm drains. Participated in the selection of engineering staff; provided or coordinated staff training; worked with employees to correct deficiencies; implemented discipline procedures. Reviewed and prepared transportation and traffic engineering studies; prepared requests for proposals; reviewed environmental impact reports; reviewed transportation models. Performed project management for the design and construction of capital improvement projects for city departments including public works, community services, economic development and fire. Ensured conformance with state, federal, and local standards and procedures in carrying out projects.

Prepared and applied for project funding from federal, state, and utility grant programs including Highway Bridges Rehabilitation and Replacement (HBRR),

Amir Farahani, PE, TE

Senior Traffic Engineer

Arterial Highway Rehabilitation Program (AHRP), Safe Route to Schools (SR2S / SRTS), Highway Safety Improvement Program (HSIP), Transportation Enhancement Activities (TEA), Orange County Sanitation District Cooperative Projects, State-Local Transportation Partnership Program (SLTPP), Community Development Block Grant (CDBG) and City Engineers Flood Control Advisory Committee (CEFCAC). Interacted and communicated with the public, city management and departments, contractors, consultants and other governmental agencies to resolve issues. Prepared and processed various documents including council agenda reports, consultant agreements, hydrology and hydraulic studies, requests for proposals, plan check, consultant selection, bid evaluation, insurance certificates, environmental compliance, encroachment permits, right-of-way and reimbursement packages. Revised and maintained city standard plans and specifications.

Team Qualifications & Experience

Jay Shih, PE, CBO, CASp

Certified Access Specialist

Education

M.S. Geotechnical Engineering, University of Sao Paulo

B.S. Civil Engineering, University of Sao Paulo

UCLA Extension in Construction Management

Registrations

Professional Civil Engineer: California (#46841)

DSA Certified Access Specialist (#CASp-683)

ICC Certified Building Official (CB)

ICC Certified Fire Marshal (FM)

ICC Certified Building Code Specialist (B8)

ICC Certified Fire Plans Examiner (F3)

ICC Certified Building Plans Examiner (B3)

ICC Certified Commercial Building Inspector (B2)

ICC Certified Residential Plans Examiner (R3)

ICC Certified Residential Building Inspector (B1)

ICC Certified Building Inspector (B5)

Qualified SWPPP Practitioner & Developer, QSP / QSD (#22265)

City of Los Angeles Certified Deputy Grading Inspector

**Experience prior to joining the firm*

Jay Shih is a veteran civil engineer, building official, construction manager, access specialist, structural and engineering designer and plan checker with 41 years of experience. Jay has spent his career working for public agencies and consulting companies providing highly skilled design, building and engineering plan check and construction management of buildings, sewers, storm drains, streets, sidewalk, curb ramps, grading and stormwater management.

Experience

Various Projects | *City of Corona, CA*
Certified Access Specialist (CASp) Plans Examiner, Inspector and Instructor. Checks ADA improvement plans for the City of Corona including 36 city parks restrooms, handicap parking, and playgrounds. Inspects various existing city facilities for ADA compliance and make recommendations on required improvements. Provides inspection and certification for completed improvements, including final walk-through and punch list creation. Provides design consultation and plan review services, from design through construction documents. Prepares and provides appropriate training materials for engineering staff, including major updates to Federal and California ADA codes. Provides technical expertise and expert witness testimony as needed.

Various Projects | *Brea, CA*
Principal of Building & Safety. Directs and supervises professional and technical staff; prepares building and engineering proposals in response to RFPs and RFQs; makes hiring and disciplinary decisions; identifies training needs; oversees plan check, permitting, and inspection; negotiates, administers, and monitors contracts and agreements. Provides effective leadership with the building and engineering departments to achieve project requirements, meets deadlines, satisfies customer and client needs, ensures safe operations, and meets profitability targets. Manages all aspect of building and engineering plan check, building and engineering inspection. Provides building standards code, stormwater, and low impact development training to staff. Checks complex structural, architectural, disabled access, land development, and public improvement plans.

Various Projects | *Cities of Artesia and Baldwin Park, CA*
City Engineer. Directed and administered all activities of the Engineering Department, including planning, designing, and directing construction and maintenance of streets, bridges, pipelines, water and sewer systems. Managed capital improvement projects, reviewed designs completed by consultants. Monitor stormwater discharge from MS4, construction activities, and industrial activities into the city's storm drain system for compliance with NPDES Permit requirements. Reviewed and approved public improvement and land development plans prepared by private engineers, directed counter technicians to issue encroachment permits and grading permits, calculated grading bonds, coordinated inspection and acceptance of such work.

Jay Shih, PE, CBO, CASp

Certified Access Specialist

Various Projects | *Cities of Huntington Park, Montebello and Baldwin Park, CA*
Building Official. Provided counter plan check and building code consultation; checked residential and commercial plans, including mechanical, electrical and plumbing; checked grading, drainage, low impact development, erosion control and WQMP plans; reviews soil, compaction, hydrology analyses and SUSMP reports; provided input to Planning Department in the drafting of Conditional Use Permits; coordinated with City Engineers in the review of tentative and final tract maps, parcel maps for lot split, and lot merger in compliance with the Subdivision Map Act.

Various Projects | *Cities of Rosemead and La Puente, CA*
Building Official and Principal Plan Check Engineer. Provided counter plan check and building code consultation; checked residential and commercial plans, including mechanical, electrical and plumbing; checked grading, drainage, low impact development, erosion control and WQMP plans; reviewed soil, compaction, hydrology analyses and SUSMP reports; provided input to Planning Department in the drafting of Conditional Use Permits; coordinates with City Engineers in the review of tentative and final tract maps, parcel maps for lot split, and lot merger in compliance with the Subdivision Map Act.

Various Projects | *Cities of Baldwin Park and Huntington Park, CA*
Senior Plan Check Engineer. Provided counter plan check and building code consultation for the building departments. Checked residential and commercial plans, including mechanical, electrical and plumbing. checked boundary, topographic, ALTA surveys, grading, drainage, low impact development, erosion control and WQMP plans.

Various Projects | *City of Costa Mesa, CA*
Fire Plans Examiner. Reviewed fire protections plans / systems for code compliance and for life safety and fire issues including construction type, occupancy type, interior finish, height and area limitations. Identified requirements for fire protection systems, including fire sprinkler, fire alarm, fire hydrant, fire department connections, standpipes, and fire pumps, and permits. Reviewed fire protection plans and related documents for compliance with California Fire Code, NFPA 13, 13D and 13R, NFPA 72, policies and jurisdiction requirements for commercial, industrial and residential buildings. Verified code compliance to protect against hazards of specified occupancies and uses, such as cannabis extractions which employ flammable gases and liquids. Verified special fire protection features, such as fire-resistive materials and surface treatments, and clearance of combustibles surrounding the buildings are specified. Verified storage, use and handling of flammable and combustible liquids and gases are specified and complies with code requirements. Verified water supplying fire protection systems is sufficient for designed fire flow, with control monitoring equipment as required by code. Verified sprinklers, standpipes, and alternate automatic fire extinguishing systems are specified where required. Verified

Jay Shih, PE, CBO, CASp

Certified Access Specialist

that emergency and standby power are provided for systems egress and occupant safety. Conducted site inspections of fire protection systems, fire sprinkler and fire alarm systems to ensure standards of construction and component installations are safe, in accordance with the approved plans, and in compliance with relevant codes and regulations. Interacted and assisted applicants, contractors and the public with concerns and questions regarding plan review and inspection related issues. Assisted designers and contractors by providing information and interpretations of fire codes and regulations, recommended necessary changes to design documents as required to obtain compliance with applicable codes and regulations. Prepared written correction letters and maintaining and updating records and database information. Worked with fire and building inspectors to resolve field related code issues and coordinate activities with other municipal departments as directed. Provided technical direction and assistance to inspection personnel relating to field problems.

Various Projects* | *City of Los Angeles, CA*
Director of Engineering Department for the City of Los Angeles Community Redevelopment Agency in revitalizing blighted communities within the city. Managed the design and construction of Upper 2nd Street Bridge which connects the old downtown Los Angeles with Grand Ave. Oversaw staff construction managers and inspectors in managing construction contracts. Checked tenant improvement, building rehabilitation, and public works improvement plans prepared by staff engineers and consultants prior to advertising and bidding construction projects. Provided construction management services for a new 8,645 sq. ft. Community Center. Project includes a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, landscaping, irrigation, site walls, site lighting, and paving. The building is utilizing a dual plumbed system, and the site is using reclaimed water for irrigation. The project has required close coordination with SCE, RWQCB, and Los Angeles County Department of Public Health.

Various Projects* | *City of Los Angeles, CA*
Civil Engineer for the Department of Public Works. Designed seismic retrofits to strengthen the city's unreinforced masonry buildings. Managed construction of public improvements including grade separation, bulkheads, trunklines, tilt ups, and wastewater treatment plants. Checked subdivision maps and metes and bounds legal descriptions. Designed retaining walls and concrete bulkheads. Prepared public improvement plans including sidewalks, sewers and storm drains. Performed construction management of public improvements.

Various Projects* | *City of Los Angeles, CA*
Structural Engineering Associate for the Los Angeles Department of Building & Safety. Provided counter plan check and building code consultation; checked residential and commercial plans, including mechanical, electrical and plumbing; checked grading, drainage, low impact development, erosion control and WQMP plans; reviewed soil,

Jay Shih, PE, CBO, CASp

Certified Access Specialist

compaction, hydrology analyses and SUSMP reports; provided input to Planning Department in the drafting of Conditional Use Permits; coordinated with City Engineers in the review of tentative and final tract maps, parcel maps for lot split, and lot merger in compliance with the Subdivision Map Act.

Various Projects* | *City of Los Angeles, CA*
Civil Engineering Associate for the Los Angeles Department of Water & Power. Performed geotechnical field reconnaissance, monitored grading operations and soil compaction, prepared soil reports and compaction reports, and managed grading projects, including mass grading operations, installation of three storm water basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, storm water collection structure, the installation of 4,000 LF of 20 in reclaimed water pipeline three local city streets connecting the Hollywood reservoir into the three proposed storm water basins.

Michael Dela Cruz, EIT

Engineering Associate

B.S. Civil Engineering, California State University, Los Angeles, 2014

Registrations

Engineer in Training (EIT): California

Michael Dela Cruz performs tasks contributing to the completion of various public works projects under the supervision of a professional civil engineer registered in the State of California. These tasks include CAD drafting / design; grading and drainage design, preparation of plans, specifications, and estimates (PS&E); submittal and plan check coordination with agencies, clients, and subconsultants; preparation of Standard Urban Stormwater Mitigation Plans (SUSMP) and Water Quality Management Plans (WQMP); quantity takeoff, earthwork calculations and field checks.

Experience

Bellflower Avenue Rehabilitation Project | *City of Adelanto, CA*
Engineering Assistant. Assisted in the development of preliminary Plans, Specifications and Estimate (PS&E) for full-depth asphalt pavement rehabilitation, including redesigning curb ramps to meet ADA compliance. Pavement design was based on geotechnical recommendations and city requirements. Coordinated with land surveyor to identify limits of right-of-way and required dedication.

Bartlett Avenue Rehabilitation Project | *City of Adelanto, CA*
Engineering Assistant. Assisted in the development of Plans, Specifications and Estimate (PS&E) for full-depth asphalt pavement rehabilitation, including redesigning curb ramps to meet ADA compliance. Pavement design was based on geotechnical recommendations and city requirements. Coordinated with land surveyor to identify limits of right-of-way and required dedication.

San Gabriel River Greenway and Neighborhood Connection Project | *City of Baldwin Park, CA*
Engineering Assistant. Assisted in the development of Plans, Specifications and Estimate (PS&E) for the landscaping of a 2.3-mile shared-use bike trail currently under construction. Coordinated for plan review and project compliance on behalf of the City of Baldwin Park with various governmental agencies, including United States Army Corps of Engineers (USACE), Los Angeles County Flood Control District (LACFCD) and Los Angeles County Department of Public Works (LACDPW). Contacted vendors to incorporate project elements crucial to the project scope. Coordinated with the Landscape Architectural subconsultant to ensure landscape and irrigation plans comply with requirements of the aforementioned agencies.

Big Dalton Wash Greenway and Neighborhood Connection Project | *City of Baldwin Park, CA*
Engineering Assistant. Assisted in the development of Plans, Specifications and Estimate (PS&E) for a 2.8-mile shared-use bike trail. Coordinated for plan review and project compliance on behalf of the City of Baldwin Park with various governmental agencies, including United States Army Corps of Engineers (USACE), Los Angeles County Flood Control District (LACFCD), Los Angeles County Department of Public Works (LACDPW), Southern California Regional Rail Authority (SCRRA) and

**Experience prior to joining the firm*

Michael Dela Cruz, EIT

Engineering Associate

neighboring municipalities. Contacted vendors to incorporate project elements crucial to the project scope.

P.A. Arca Engineering, Inc.* | *City of Carson, CA*
Junior Civil Engineer. Performed tasks contributing to the completion of various private land development and public works projects under the supervision of a professional civil engineer registered in the State of California. These tasks include: CAD drafting / design, grading and drainage design, low impact development (LID) design, preparation of SUSMP and WQMP, preparation of Storm Water Pollution Prevention Plan (SWPPP) reports, SWPPP inspections, hydrology studies, cost estimate, quantity takeoff, earthwork calculations, construction administration and support, sewer area studies, slope density analysis and field checks.

Jaelin Murray, EIT

Engineering Assistant

Education

B.S. Civil Engineering with a specialization in Structural Engineering, University of California, Irvine, 2021

Registrations

Engineer in Training (EIT): California (#178483)

Jaelin Murray has three years of experience in civil engineering which includes roadway and stormwater projects.

Experience

ATP Cycle 5 Citywide Complete Street Improvements Project | *City of Bell Gardens, CA*
Engineering Assistant. Jaelin was instrumental in drafting base maps from survey and assessor maps. Also responsible for creating existing utility maps and creating plan cut sheets.

South Verdugo Road Pavement Rehabilitation | *City of Glendale, CA*
Engineering Assistant. Played an essential role in conducting field project walks utilizing GIS to identify damaged or hazardous utilities, concrete and pavement. She also checked and identified sidewalks, driveways and ramps for proper width, height and slope. Prepared plan sheets for improvements, designing driveways and ramps.

Various Projects | *Brea, CA*
Intern. Aided development of plans for beautification and rehabilitation projects. Jaelin also aided in the development of specifications packages. Coordinated utility notices for traffic and rehabilitation projects. Handled quantities and subsequent cost estimates for various roadway improvements and beautifications. Drafted preliminary design of retaining ring wall design.

Industrial Commercial Facilities Program Project | *City of Bell Gardens, CA*
Engineering Assistant. Responsible for creating inventory and gathering data on each commercial and industrial facility that meets need for a NPDES permit. Tasks also included coordinating appointments for inspection, conducting stormwater pollution prevention inspections of facilities, and record keeping photos, inspection forms, and notes.

Internship* | *City of Dana Point, CA*
Capital Improvement Project Intern. Drafted project exhibits and utility maps with AutoCAD. She streamlined records of city property inventory, construction budgeting and bid scheduling. Aided in the development of roadway project plans and as-builts. Accompanied, conducted field walks for topography, drainage, and roadway damage assessment. Navigated records requests for right of way, building plans and utility maps.

**Experience prior to joining the firm*

Team Qualifications & Experience

Subconsultant Resumes - P.A. & Associates

PERSONNEL

PARVIZ A. AZAR, P.E.
Principal Engineer
parviz@paassociates.com

EXPERIENCE

Mr. Azar has more than 42 years of in geotechnical engineering, consulting services, material testing & inspection, and environmental consulting. Mr. Azar has performed geotechnical report review and investigations and provided geotechnical consulting services during large scale grading projects, street pavement design and rehabilitation, slope stability analysis, tiebacks, seawalls, deep foundations studies, as well as geoenvironmental site evaluations, site remediation and cleanup. His experience is practically oriented, having served as field and principal engineer for challenging large-scale projects throughout southern California. Mr. Azar's educational background and expertise provide a sound basis for Geotechnical consulting services.

PROFESSIONAL LICENSE

California, Registered Civil Engineer 37818.

EDUCATION

M.S. Soil Mechanics and Structural Engineering, Utah State University, Logan.
B.S. Civil and Environmental Engineering, Utah State University, Logan.

CONTINUING EDUCATION AND AFFILIATIONS

Down to Earth Soil Engineering, California State Polytechnic University, Pomona.
ASCE, American Society of Civil Engineers
ASTM, American Society for Testing and Materials

Team Qualifications & Experience

Subconsultant Resumes - Dennis Janda, Inc.

DENNIS JANDA, PRESIDENT

Project Role: Principal Surveyor and Project Manager
Task to include not limited to:
Project management and review of all projects. Coordination with City Staff.

Affiliation:
P.L.S. # 6359, State of California
C.L.S.A. Corporate Member
ACSM Member

Certificates:
Certificate in GPS Survey
Certificate in AutoCAD
Certificate in ESRI Software

Education:
Fort Sill Oklahoma USMC - Advance Survey Training
Palomar College – Survey Program
1981-1984 UCR, G.I.S. Certificate Program
UCR GPS Certificate Program

Experience:
Mr. Janda offers 44 years of experience in the Land Surveying and Mapping profession beginning with his Military surveying in the USMC 11TH Marines. Mr. Janda's expertise in managing survey and mapping projects in Southwest Riverside County began in 1984 for a large Temecula Engineering firm.

Mr. Janda's overall experience with project research, map/exhibit production, boundary surveys, route surveys, engineering surveys, topographic/photogrammetric control surveys and construction staking is quite extensive. His experience also includes Public Works projects for agencies and municipalities providing map review and checks for processing in adherence to owner's standards and specifications and to the Subdivision Map Act along with the production of legal and plats for Dedications, Deeds, etc. He was also the Project Surveyor for many mapping, design/route surveys and construction surveys for Public Work projects throughout California including the City of Menifee since February 2010.

Mr. Janda also has a vast experience in public and private presentations of projects to City Councils, Community Groups, County Board of Supervisors, and Local Agency Formation Committees.

04

Project Approach

Project Approach

Respondent shall identify project approach. Describe options available for data gathering, rating calculations, photo or video features, retrieval of data, report capabilities, mapping abilities, etc. Also, describe options available and recommend actions for maintaining the information (by the city), once turned over and accepted. Describe process of analysis to be used to make recommendations for roadway improvements and projections related to annual allocation needs, impact of not funding needs, etc. Describe impact each alternate item would have on collection process of project.

PROJECT MANAGEMENT AND MEETINGS

The IE Bowman team will take a professional approach to ensure efficient, quality project management throughout the course of the project. Project management services will include, but not be limited to a project kick-off meeting, project development meetings, monthly progress meetings, plan review meetings, preparing meeting agendas and minutes, updating city staff on project concerns, issues, and accomplishments, coordinating with other agencies and stakeholders, scheduling and making presentations before the public, city staff, and City Council. As appropriately included in the RFP, it will be essential for our team to meet and confer with city staff periodically during the preliminary design phase to resolve design issues and ensure continuity with city standards and preferences. Our project manager, Christopher Ley , PE, will communicate regularly with the city's project manager and other stakeholders; his past experience working on municipal projects and with city staffs will be highly valuable in making these efforts successful.

A) EXISTING STREET PLANS AND FIELD CONDITIONS

Existing record data search is the first action item for the team as it provides the needed survey and land ownership data which informs the field survey and field investigations. Our team will request access to city and county records, from utility companies, and other public / private entities and agencies to establish any information on topography, right of way, property boundaries, easements, and other public agency's right of way. This will establish if any additional permits are necessary early on and which agencies must review the package for approval prior to construction.

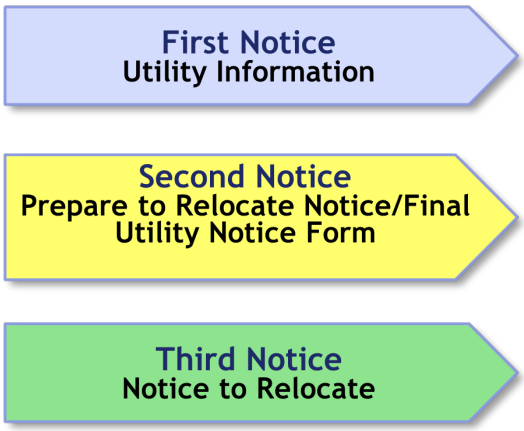
Our team, by use of our survey consultant, Dennis Janda, Inc. will perform a detailed topographic survey of the project limits including 100 feet from BCR / ECR on intersecting streets in all directions this will provide a detailed record of all existing surface features. The survey will determine elevations, drainage patterns, Right-of-Way (RW) lines, topographic data, utility identification, tree and planimetric features locations. Services will include right-of-way surveys or mapping, parcel boundaries or identification of easement, and topographic surveying services. We will utilize previous survey work and any recorded maps along the route that indicate additional RW dedication and / or easement. Survey control will be established and tied together in a project network.

Our team will make field ties to a sufficient number of key existing survey monuments along the proposed project corridor to allow this record data to be accurately correlated to the aerial topographic survey. Land surveys will be tied to the City of Compton benchmark, based horizontally on the North American Datum of 1983 (NAD83), and vertically on the National Geodetic Vertical Datum of 1929 (NGVD29). Topographic mapping will follow a 40-scale with 1-ft contours. Our team will prepare a CAD digital base map compilation in accordance with the city's Citywide CAD Standards. Field visits of the project site will be conducted to document potential physical, environmental, traffic control, and rehabilitation constraints. Results of the document research and site visit will be incorporated in the base map.

Project Approach

A(1) Provide Video-Recording / Photos of Existing Street Conditions

Additionally, we will perform a site investigation to evaluate the existing condition of pavement, curb and gutter, cross gutters, curb ramps, sidewalk, driveway approaches, catch basins drainage inlets including grates and brushes, traffic signals, pedestrian traffic signal systems, pedestrians scale lighting, streetlighting, bus stop pad and locations, landscaping, and other street features. During this investigation, locations of damaged or distressed street features will be inspected, confirmed and summarized in a report with pictures, GIS coordinates and recommendations for possible repairs. All pictures and videos taken during the site investigation will be provided to the city in a link for download. Included in the files will be videos of the site which can be used by our team as part of the before and after video that will be filmed and edited for the city post-construction.



A(2) Prepare Utility Notices

Our utility coordinator will prepare utility notification letters and send notices (with signature from the City Engineer) to all concerned utility agencies and obtain all as-builts, necessary clearances, service points and approvals, including verifying all electrical feed points for traffic signals and streetlights, as necessary. Our design team will identify and resolve all utility conflicts both overhead and underground. All utilities, including depth, alignment and the disposition thereof will be shown on the roadway plan and in the profiles.

All utilities will be delineated on the plans within the sphere of the project. All needed manhole cover, valve can adjustments and traffic loop placements will be addressed on the plans. Call outs will also be included to indicate the utilities that are not affected by the project to be protected in place. Our staff will initiate the three (3) step notification process early in the design process and will identify and resolve any conflicts in meeting the city's intended schedule. We will provide the utility company name, construction field representative name, and phone number for inclusion on the plans and in the specifications.

We will request utility information from the utility owners and confirm locations. The request will be in the utility "A" letter format to affected utility owners which will include a request of their utility as-built information. Two sets of the Design Professional alternatives exhibit will be provided to each utility owner as an attachment to the transmittal "A" letter.
The transmittal letter will clearly identify this project as a City of Compton project. Information received from the utility coordination will be delineated onto a utility base map for the project to become the utility layer used during the PS&E phase. Utility maps can also be uploaded by our staff to the city's GIS layer for as-builts. This information will be reconciled against actual surveyed locations of the utilities gathered in the survey.

As standard practice we will perform the following tasks:

- Ask utility companies for location, size, depth, of their facilities within the project limits. This notice is forwarded to concur with commencement of design
- In the event utilities exist within the proposed project site we will transmit notices and preliminary plans to the affected utility agencies to confirm that their facilities have been shown correctly on the plan. If relocations or adjustments are needed, we will determine the magnitude of the relocation, schedules, and further coordination requirements
- Prior to project bidding, we will transmit notices and approved project plans to affected utility agencies, as previously identified, requesting immediate relocation
- We will provide the utility company name, construction field representative name and phone number for inclusion on the plans and in the specifications

Project Approach

A(3) Map Existing Utilities

This task will include review of the city's 'as-builts' or record drawings of recent construction projects such as traffic signals, sewer repairs, pavement rehabilitation, etc. to incorporate all utilities shown on the existing maps and plans by adding any additional improvements recently made within the city. All utility notification responses shall also be included within the plans. We will also use Los Angeles County's GIS system to download all as-builts within the limits of the project.

A(4) Review Applicable Citywide Master Plans

We will review all applicable citywide utility master plans and incorporate recommendations as part of the project design after coordination and approval with city staff.

A(5) Prepare Drawings to Match City / PWE Drawing Templates

At the kick-off meeting with city staff, our team will request all the latest sheet and x-ref CAD files that are available to ensure that they are adopted for the project. The City of Compton engineering design standards have been obtained from the city staff during previous projects. Utilizing our topographic survey along with all of the as-builts and drawing templates that can be located within the city, county and other agencies, we will prepare the 24 in x 36 in plan sheets to a horizontal scale of 1 in = 20 ft. These sheets shall be used for field investigations and conceptual planning with the city and all stake holders.

B) PERFORM SECTION SAMPLES AND SOIL INVESTIGATIONS

We, by use of our geotechnical subconsultant, P.A. & Associates, will perform a complete geotechnical investigation, pavement evaluations, and soils testing within the North Pearl Avenue project area to evaluate existing conditions and will provide the necessary analyses and reports. P.A. & Associates, has extensive experience with subsurface exploration, laboratory testing of soil, rock, and geosynthetic materials and recommendation for pavement sections. They will perform cores and bores sufficiently throughout the project area to determine the needed pavement rehabilitation. The general scope of work planned for projects includes preliminary field review and reconnaissance, obtaining required city permits for our services, traffic control during field exploration, subsurface explorations, correlative laboratory testing, engineering review and analysis, and documentation of findings and recommendations in a report format. The geotechnical report will contain soil classification, in-place density, seismologic conditions, stability analysis, bearing capacity and settlement characteristics of sub-grade materials, relative compaction, sand equivalency, depth to groundwater (if any), soil stability related to trench excavation, slope stability, corrosivity testing, testing for sulfuric compounds and pavement section thickness.

C) REVIEW STREET SEGMENT AND MAKE STREET IMPROVEMENTS

We will arrange a job walk with city staff to gain a clear understanding of the city's vision for the project and any insights they may offer. This walk-through presents a valuable opportunity to review our evaluations based on the RFP, proposed recommendations, design elements, and prepare project PS&E in detail.

The team will identify segments of North Pearl Ave that need the following improvements:

- Removing and repairing deteriorated roadway pavement.
- Surface grinding existing AC pavement (various thickness)
- Placing rubberized asphalt pavement wearing course (ARHM) over the asphalt concrete pavement leveling course
- Application of crack sealing material
- Application of emulsion aggregate slurry (Type II Slurry Seal)

These improvements are accompanied by:

- Relocating existing utility pull boxes

Project Approach

- Adjusting utility frame and covers to finished roadway pavement grade
- Coordinating and obtaining necessary permits from third party agencies and stakeholders, if needed, such as County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Caltrans, and other stakeholders involved in the project

Our team will review the project scope of work outlined in the RFP, verify, and identify any additional necessary items during the project site investigation / walk. Our team has already scrutinized the RFP's project scope, walked the project several times and pinpointed specific improvements and new elements required for the design phase. Some of these items are as follows:

C(1) Proper Street Drainage and Eliminating Localized Ponding and Depressed Areas

Based on the topographic survey, site investigation, LA county Storm Drain System inventory, and city records, our team will identify sumps and depressed areas prone to localized ponding. In such areas the road and / or curb and gutter shall be removed and replaced. The new construction will have adequate grades to avoid ponding and properly drain to local catch basins.

C(2) ADA Curb-Ramps

Our design team members have complete knowledge of the ADA requirements and we have been creative in our approach to designing construction details, as related to improvements in the public right-of-way, including curb ramps, to fit the needed improvement within the existing constraints of each location to the best possible extent. In cases when this cannot be achieved, we devise solutions with minimum impact to the surrounding existing improvements, acknowledging project cost controls. Our certified CASp professional, Jay Shih, PE, CBO, CASp will assist with evaluations of all ADA requirements associated with this project.

The topographic survey will provide slope details on our ramps allowing our design team to ascertain all rehabilitation recommendations required for each ramp. The team will comply with ADA regulations and guidelines. As a minimum, curb ramps, sidewalks and walkways will be comprehensively reviewed to provide full compliance with the latest federal and state ADA guidelines.

C(3) Sidewalk Replacement

During the team's site investigation, the team will identify and record any sections of sidewalk that are not up to current standards, hazardous, broken and / or damaged. Standards for sidewalk include ADA Standards for Accessible Design, LA County Standard Plans, Standard Plans for Public Works Construction, City of Compton Standards. The team will provide improvement plans for the selective removal and repair of such sections of sidewalk as well as other concrete improvements on North Pearl Ave within city's right of way.

C(4) Curb and Gutter Flow Lines

During the team's site investigation, the team will identify and record any sections of concrete curbs and gutters, driveways, cross gutters, catch basin local depressions, bus pads, and alley aprons that are broken, damaged or interfere with the proper flow of water in the gutter. The improvement plans for such concrete improvements on damaged or interfering sections, as well as sidewalk improvements will be provided.

C(5) Landscape Improvements as Needed

Our approach to landscape is to design for long term maintenance through robust landscape construction plans & details along with project inspections. We first address long term maintenance by dealing with soil compaction and lack of organics

within the root profile. Typically, this is often overlooked in landscape construction or addressed minimally with little to no effect. Compacted soils are arguably one of the most significant causes of plant material loss within landscape projects.

A common method to landscape irrigation is generally all point source irrigation either through inline drip or point source emitters that can apply water directly to the root ball. Overhead irrigation is only used when active turf areas are being proposed on a project. Gate valves are located strategically throughout the mainline for the isolating of issues and individual shut valves are placed behind each valve for better system management.

The planting plan first starts with the palette selected which we tend to focus on low water use climate appropriate selections that are readily available within the nursery industry. Plant material is placed for swaths of density without creating a problem long term for maintenance personnel. Plant quality is outlined in our details and specifications and the material is only accepted after being inspected on the job site with the Contractor. The exterior root ball of each woody plant is shaved to remove any defects and a thick layer of mulch is placed in the planting areas to minimize water loss through evapotranspiration.

C(6) Bike Lane Markings as Feasible

Our team will develop a consensus around the goals of the conceptual design and options for final recommendation per the city's direction. The team will examine the feasibility of various types of bike facilities. Amir Farahani, PE, TE was the city traffic engineer for the City of Orange and managed the planning and implementation of the city's bicycle master plan. Amir shall examine the current roadway geometry and lane configuration. The team will perform an evaluation of both Class II and Class III Bicycle facilities based on the existing physical roadway conditions including lane width and configuration, safety issues and traffic speeds and volumes that need to be met for each of the two on-street bicycle facility classes. Then provide the final recommendation of the type of bicycle facilities given the results of the study. The California Manual on Uniform Traffic Control Devices (MUTCD) and Highway Design Manual (HDM) provide the minimum requirements for bicycle facilities. The Urban Bikeway Design Guide by the National Association of City Transportation Officials and the Federal Highway Administration's Course on Bicycle and Pedestrian Transportation will provide additional recommendations to aid our team. Based on the bicycle facilities class the team will compile a striping and signage plan for the bike lanes.

Project Approach

We ensure all traffic signing, striping, markings, and curb painting shall conform to the Caltrans Standard Specifications of the State of California (2022 edition), Department of Transportation, and the City of Compton required specifications to perform the following:

- Installing new thermoplastic traffic striping, pavement markings
- Coordinating and obtaining necessary permits from third party agencies such as Caltrans, and other stakeholders involved in the project as needed

C(7) Traffic Calming Measures (Sped Bumps) and Traffic Control Markings and Stripings / Signage as Required

Our team has specialized expertise in transportation planning and design, and documented success in developing and implementing a variety of traffic calming devices. Our proposed senior traffic engineer, Amir Farahani, PE, TE, shall determine the best traffic calming measures for North Pearl Avenue based on traffic patterns and city / community input. Traffic calming focuses on reducing driver speeds by focusing on driver's reactionary behavior to road modifications. Types of roadway modifications our team has experience with and may use include signing or markings, physical intersection modifications, roadway narrowing, vertical road elements and physical roadway segment modification. Some examples of such include pedestrian hybrid beacons, roundabouts, curb extension / bulb outs, speed hump, and chicanes respectively. This approach works with driver behavior within certain environments and conditions to obtain results, in accordance with the Vision Zero and FHWA's Safe Systems Approach. Traffic calming recenters multimodal transportation with the city's network, allowing communities of low and moderate incomes to safely use the road and sidewalks without the use of personal vehicles. Our team will consider the use of each method with the help of the "Traffic Calming Guide" published by the California Department of Transportation (Caltrans) and the "California Safe Speeds Toolkit" by SafeTRC at UC Berkeley's Safe Transportation Research.

D) CONCEPTUAL DESIGN PLANS AND CONSTRUCTION BID DOCUMENTS

Our team will prepare and supply project location maps and additional materials for the Council to be informed and understand our work and plans for the project. Progress reports, along with invoices, will be submitted monthly to the city

and include an updated project schedule, a discussion of issues / decisions, recommendations to address issues, budget status, action items, and progress to completion. Progress on the project will be constantly updated and monitored using Microsoft Project.

After stakeholders' and city's approval of concept design for the proposed improvements, our team, along with our subconsultants, will provide professional services to complete all items as outlined, including all deliverables. Based on the approved concept plans, our team will prepare design documents at the 30%, 60%, 90%, and 100% / Final completion stages for the city's review and approval. In coordination with the city, we can forward the plans to other stakeholders for review and to get feedback from each agency. At each submittal, previous comments will be incorporated in the design documents for the city's review.

All plans will be prepared in CAD and will be approved by state of California registered civil engineers. In addition to signed and sealed drawings, electronic copies of the plans will be delivered to the city for its records. We use Civil3D software in our design department to achieve project schedule goals and a higher quality of work. In preparation of the plans, we will follow Standard Plans for Public Works Construction, Caltrans Standard Plans, and CA-MUTCD, as well as all available city standards, and any other applicable state and federal codes.

D(1) Distribute Utility Notices B & C

Our utility coordinator will continue to prepare utility notification letters and send notices (with signature from the City Engineer) to all concerned utility agencies as per our before mentioned three step process. All utilities that the team is notified on will be delineated on the updated current set of plans within the sphere of the project. We are aware of concerns about resolution of any and all possible conflicts impacting project schedule. We are dedicated to making sure there will be no such delays. In the event utilities exist within the proposed project site, we will transmit notices and preliminary plans to the affected utility agencies to confirm that their facilities have been shown correctly on the plan. If relocations or adjustments are needed, we will determine the magnitude of the relocation, schedules, and further coordination requirements. Prior to project bidding, we will transmit notices and approved project plans to affected utility agencies, as previously identified, requesting immediate relocation. We will provide the utility company name, construction field representative name, and phone number for inclusion on the plans and in the specifications.

Project Approach

D(2) Plans, Specifications, and Estimates

Plans, specifications and construction quantity and cost estimates will be prepared and submitted in the following stages:

1. First submittal to city for review - PS&E 30% complete
2. Second submittal to city for review - PS&E 60% complete
3. Third submittal to city for review - PS&E 90% complete
4. Final submittal to city - PS&E 100% final
5. Completed package of original signed plans and specifications including the electronic files of the project for the city's use in reproduction and bid advertisement

We share PS&E with other agencies and utility companies for their review and comments, along with any other required data. Plans will include:

- Plan Cover Sheet
- Construction Notes and Typical Cross-Sections
- Demolition Plans
- Street Improvement Plan and Profile
- Traffic Striping and Signage Plans
- Landscape Plans
- Construction Staging Plan (if needed)
- Traffic Control Plan (if needed)
- Grid Intersection Plans (if needed)

Our design team will also evaluate any off-site improvement needs for each segment and will develop conceptual plans for the city's and property owners' approval.

If requested, we will assist city staff in preparing a PowerPoint presentation that includes project background and scope, project technical information, proposed alternatives and recommendations, project schedule, project cost for sharing with stakeholders, city council and the public.

D(3) Engineering Estimates

Our team will prepare construction quantity take-offs and construction cost estimates for the proposed improvements. The unit costs will be based on current cost data and historical cost data associated with the identified bid items. Quantities and construction cost estimates will be provided to the city for each submittal. If necessary, we can separate quantities to meet specific funding source requirements.

D(4) Project Specifications

We will prepare a comprehensive set of technical specifications using the format and boilerplate provided by the City of Compton. Bid items required by the plans or otherwise needed to accomplish project construction will be thoroughly described in the general provisions and included in the contractor's bid schedule. Technical provisions will contain adequate detail in coordination with the plans and will reference the appropriate standard specifications. Standard forms required by

Project Approach

any funding source will be provided for a complete contract document that meets state and federal regulations. Each item of bid will be described in detail, with a measurement and payment clause included. Construction area signs, contractor-furnished roadside signs, posted fixed signs and / or portable changeable message signs to notify the public in advance of possible traffic disruptions and of available alternate routes or detours will all be included in the bid items.

Street work plans and specifications will be prepared in accordance with the appropriate section of the latest edition of the state standard plans and specifications, Standard Specifications for Public Works Construction (Green Book), the City of Compton Street Design Manuals and Standard Plans, and any other standards or design criteria required by the city.

D(5) Traffic Control Plan

We will coordinate with the project team and assist them with various issues prior the start of construction and during construction. Our team will develop a construction area traffic control plan to maintain public safety and traffic circulation through the area. The plan will be ready for approval prior to city's issuance of an encroachment permit for work within the public right of way. Specific scope of work will include the following:

1. Meet with the city and / or construction manager to determine specific areas of proposed work activities and the staging area requirement, duration of work, hours of daily operation, etc.
2. Conduct a site investigation and record all existing signage, pavement markings and striping, traffic control systems, parking restrictions, width of street, sidewalk and curb ramps along the street segments and adjacent side streets.
3. Review the latest LADOT standard plans and requirements for construction area traffic control along with other relevant State and Federal requirements including California Manual of Uniform Traffic Control Devices (CA-MUTCD).
4. Prepare any comments necessary regarding required regulatory, warning, construction and guidance signs including flaggers, traffic cones and delineators, parking restriction signs, barricades, etc. with LADOT standard construction and general notes and legends.

D(6) Exhibits for Council Reports (Project Location Maps, Exhibits, and Maps)

We will prepare and supply project location maps and additional materials for the Council to be informed and understand our work and plans for the project. Progress reports, along with invoices, will be submitted monthly to the city and include an updated project schedule, a discussion of issues / decisions, recommendations to address issues, budget status, action items, and progress to completion. Progress on the project will be constantly updated and monitored using Microsoft Project.

D(7) Presentation for the City Council or Public Outreach Meetings

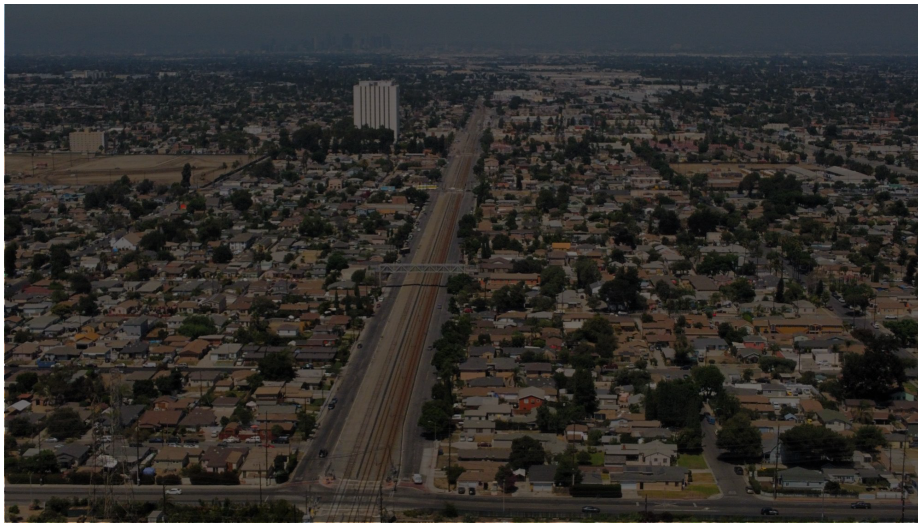
Our project manager, Christopher Ley, PE, will serve as the principal liaison between city staff and the consultant team and attend City Council or Public Outreach meetings as needed in order to effectively communicate and resolve any issues or concerns, and our progress. The team will ensure to prepare an up-to-date plan set and additional recent work in a clear and efficient presentation to show the city as such meetings.

Project Approach

E) BIDDING ASSISTANCE

Our team will assist the city during the bid phase to respond to any related questions that may arise. We will review all questions and prepare responses to each, and to assist with writing an addendum, when necessary. Bidding and construction administration services shall include the following:

- Attend a pre-bid meeting / site walk with the engineer, city staff, and potential bidders to relay information on the project design and requirements
- Answer questions and provide information for bidders as requested by the city and engineer, assist with addenda if necessary
- Attend a pre-bid meeting with the contractors and city staff to communicate project requirements, schedule, contacts, methods for requesting information, etc.
- Respond to contractor's requests for information (RFI's) related to hardscape, irrigation, and landscape issues, and interpretation of the landscape plans during construction
- Review and approve contractor's submittals related to hardscape, irrigation, landscape and site amenity items as necessary
- Attend three job-site visits / meetings during construction, to check installation of hardscape and landscape elements for conformance to the plans and specifications, plus one walk-through with punch list upon completion of installation, and one final walk-through at the end of the contractor's maintenance period, for city use in closing out the project



E(1) Respond to Bid Questions (RFI)

Preparation of accurate and complete bid documents is a very important aspect of ensuring successful delivery of any construction project. Our project managers realize that reaching out to a large pool of contractors and obtaining timely responses to contractors' RFIs are important facets of a comprehensive bidding process. We will provide engineering support services during the bidding phase of the project, upon city's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses.

E(2) Prepare Addenda as Necessary

If needed, we will prepare an addendum for the city's issuance. We will view the bids received and make recommendations per city's request and approval. These tasks will be diligently completed to ensure that projects will properly transition to the construction phase, as outlined in the city's RFP.

E(3) Review Cost Proposals and Make Recommendations

Upon receiving the bids, we will review all packages for conformance of all requirements including contractor's license, signed addenda and bonds. A bid analysis will be performed to provide the city with lowest apparent bidder and any recommendations that the city may need throughout the process.

Project Approach

QA AND QC PROCEDURES

We have the following Quality Assurance and Quality Control procedure (QA and QC) which has been administered to provide services to the clients.

QA / QC is a top priority for us. Producing engineering and compliance documents of the highest caliber is our forte. Our QA / QC practice involves a comprehensive process to ensure delivery of quality products and services to meet stringent criteria.

We appoint an experienced and qualified QA / QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the city's expectations. Our monitoring and inspection documents will result in meeting the city's expectations and will provide clear understanding to your staff and constituency of all related requirements.

Key elements of our quality control are the assignment of skilled personnel who are experienced in the particular discipline, effective and constant communications, and monitoring of project progress. The quality control process includes the following principles:

- Assignment of skilled professionals begins a comprehensive and interactive orientation of the project goals and the means to achieving these goals
- Daily contact by the Project Manager with each on-going activity to provide support and guidance, to maintain focus and momentum, and to monitor the quality of work
- Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities
- Internal (peer review) audits of municipal services for quality, accuracy, and completeness
- Strictly and rigorously following our QA / QC standards and guidelines
- Review by the Project Manager prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements
- QA / QC of design documents are carried out by our highly experienced and licensed professional civil engineers
- Constructability reviews during the design phase are carried out by our experienced construction managers and inspectors

05

Project Schedule

Project Schedule

The consultant shall provide a detailed schedule of the project. The respondent shall demonstrate and provide specific examples of its ability to complete the design of a road reconstruction project of this size and nature within a predetermined schedule provided by the owner, which is 2 months as anticipated. Describe impact each alternate item would have on project schedule.

Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821

City of Compton
Professional Engineering Design Services for North Pearl Avenue Road Improvements
Prepared by Bowman
Project Schedule

Bowman

8/12/24

Task	TASK DESCRIPTION	Wk 1-4	Wk 5-8	Wk 9-12	Wk 13-16	Wk 17-20	Wk 21-24	Wk 25-28	Wk 29-32
Phase 0 - Project Initiation and Management									
1	Project Administration, Coordination and Meetings project related correspondence, meeting agendas, meeting minutes, schedule, progress reports and invoices								
Phase 1 - Preliminiary/Design									
1	Research/Data Collection/Utility Coordination								
2	Geotechnical Analysis/Report								
3	Surveying/ROW Engineering/Base Plans								
4	30% Improvements Engineering Design Plans								
5	Probable Construction Cost Estimate								
Phase 2 - 60% Design									
1	60% Improvements Engineering Design Plans								
2	Notice of Intent and SWPPP Construction Booklet								
3	Construction Bid Items and Opinion of Probable Construction Cost Estimate								
4	Technical Specifications								
Phase 3 - 90% Design									
1	Address Comments and Prepare 90% Submittal								
Phase 4 - Final 100% Design									
1	Address/Incorporate Comments and Prepare Final Submittal								
Phase 5 - Post Design									
1	Bidding and Preconstruction Assistance as needed								
2	Design Support During Construction if needed								
3	As-Built Plans								

INFRASTRUCTURE
ENGINEERS
a Bowman company

October 15, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($462,458).

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Four Hundred Sixty Two Thousand Four Hundred and Fifty Eight Dollars ($462,458) to NV5, Inc. for the provision of construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02.

BACKGROUND

On July 26, 2024, the City of Compton (“City”) performed an update to the Pavement Management Program, which identified approximately 134 miles of “Fair” to “Very Poor” citywide street conditions. These findings indicate that the proper funding of the street network needs to continually be improved upon to sustain or improve the overall Pavement Condition Index. The PCI is a condition rating that ranges from 0 to 100. The PCI average for the City of Compton is 60.8 which is considered “Fair”. As a result, preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

On October 1, 2024, pursuant to Resolution No. 26,129, City Council authorized the City Manager to enter into a contract services agreement with a contractor to provide construction services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02.

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02 consist of pavement rehabilitation, ADA compliant curb ramps, median improvements, sidewalk improvements, driveway improvements, signing & striping, traffic signal and other minor associated work on Wilmington Avenue from Rosecrans Avenue to the City Limit South.

An essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

On August 7, 2024, staff solicited Request For Proposals from qualified engineering firms. On September 4, 2024, the City received a total of six (6) proposals that were reviewed and ranked by staff. The top 3 (three) firms were selected based on their responsiveness, qualifications, costs, work experience, professional expertise and any other unique qualifications. The top three proposals are as follows:

Rank	Firm	Location	Amount
1	NV5, Inc.	Irvine, CA	$ 462,458
2	Trans Tech	Chino, CA	$ 921,400
3	Mark Thomas	Los Angeles, CA	$2,402,999

The scope of work for construction management and inspection services described within the RFP for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project shall include all of the following, but not limited to:

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

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

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

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

5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

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

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

9. **Request For Information (RFIs) & Submittals** – Provide a list of RFIs and responses. Provide a list of submittals and responses.

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

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

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

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

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

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

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

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

18. **Done Services** – Provide aerial photos and video of the various project sites.

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

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

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

Selection Process

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

The selection of the most qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration nor a primary consideration for selection; however, staff will evaluate the price to ensure there is a comparability and consistency to the other proposals. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. Fees are not considered until after the selection of the most qualified firms.

The review committee determined the proposal submitted by NV5, Inc. was deemed the lowest responsive firm to provide the needed construction management and inspection services for this Project for the following reasons:

- NV5, Inc. key member has over 25 years of experience managing and delivering public works projects, including citywide street improvements
- NV5, Inc. specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading
- NV5, Inc. has a proven track record of successfully providing construction management and inspection services to municipalities throughout Southern California, most have been repeat clients
- NV5, Inc. team has provided similar services to dozens of agencies, including the cities of La Habra Heights, Placentia, Bellflower, and Glendale
- NV5, Inc. extensive experience and a strong existing relationship with the City of Compton affords them the ability to continue providing construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycles Improvement Project
- NV5, Inc. has a working knowledge of city staff, processes and environment, enabling them to provide outstanding cost and time efficient services

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years with more than 100 offices nationwide and abroad. NV5, Inc. has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that enhance communities worldwide. NV5, Inc. team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professional.

STATEMENT OF ISSUE

Therefore, in order to authorizes the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Four Hundred Sixty Two Thousand Four Hundred and Fifty Eight Dollars ($462,458) to NV5, Inc. for the provision of construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycles Improvement Project, CIP# 18-02, City Council's authorization is necessary.

ALTERNATIVE

The Council may select another vendor to provide construction management services and inspection services. Nonetheless, staff recommends the utilization of a professional construction management firm for the oversight of the Wilmington Avenue Safe Streets Pedestrian/Bicycles Improvement Project. Additionally, the project has significant technical specifications and requirements that require specific and uniquely qualified individuals to oversee and manage the project on a daily basis and the City's existing organizational structure within the Public Works Engineering Department has limited staff capacity to perform these services.

FISCAL IMPACT

Funds in the amount of $462,458 are available in the Public Works 2024-2025 Fiscal Year budget as follows:

Fund	Account No.	Description	Amount
SB1	2200-710-000-4300	Capital Outlay	$ 262,458.00
MTA Bond	3031-710-000-4300	Capital Outlay	$ 200.000.00
TOTAL			**$ 462,458.00**

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($462,458).

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Four Hundred Sixty Two Thousand Four Hundred and Fifty Eight Dollars ($462,458) to NV5, Inc. for the provision of construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02.

WHEREAS, on July 26, 2024, the City of Compton ("City") performed an update to the Pavement Management Program, which identified approximately 134 miles of "Fair" to "Very Poor" citywide street conditions; and

WHEREAS, these findings indicate that the proper funding of the street network needs to continually be improved upon to sustain or improve the overall Pavement Condition Index; and

WHEREAS, the PCI is a condition rating that ranges from 0 to 100 and the PCI average for the City of Compton is 60.8 which is considered "Fair"; and

WHEREAS, as a result, preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, on October 1, 2024, pursuant to Resolution No. 26,129, City Council authorized the City Manager to enter into a contract services agreement with a contractor to provide construction services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02; and

WHEREAS, the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02 consist of pavement rehabilitation, ADA compliant curb ramps, median improvements, sidewalk improvements, driveway improvements, signing & striping, traffic signal and other minor associated work on Wilmington Avenue from Rosecrans Avenue to the City Limit South; and

WHEREAS, an essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services; and

WHEREAS, on August 7, 2024, staff solicited Request For Proposals from qualified engineering firms; and

WHEREAS, on September 4, 2024, the City received a total of six (6) proposals that were reviewed and ranked by staff; and

WHEREAS, the top 3 (three) firms were selected based on their responsiveness, qualifications, costs, work experience, professional expertise and any other unique qualifications; and

WHEREAS, the top three proposals are as follows:

Rank	Firm	Location	Amount
1	NV5, Inc.	Irvine, CA	$ 462,458
2	Trans Tech	Chino, CA	$ 921,400
3	Mark Thomas	Los Angeles, CA	$2,402,999

WHEREAS, the scope of work for construction management and Inspection services described within the RFP for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP# 18-02 shall include all of the following, but not limited to:

- Preconstruction Conference
- Management Information System
- Review Traffic Control Plans
- Meetings
- Issue Management
- Schedule
- Cost Control
- Labor Compliance
- Change Orders
- Dispute Resolution
- Quality Control/Inspection/Material Testing
- Public Relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- Drone Services
- “As Built” Drawings
- Final Walkthrough
- Project Completion Report

WHEREAS, pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover; and

WHEREAS, the proposal review committee consisted of Public Works staff who reviewed the materials in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals; and

WHEREAS, the selection of the most qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications; and

WHEREAS, Qualification Based Selection (“QBS”) is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration nor a primary consideration for selection; however, staff will evaluate the price to ensure there is a comparability and consistency to the other proposals; and

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

WHEREAS, the review committee determined the proposal submitted by NV5, Inc. was deemed the lowest most responsive firm to provide the needed construction management and inspection services for this Project for the following reasons:

- NV5, Inc. key member has over 25 years of experience managing and delivering public works projects, including citywide street improvements
- NV5, Inc. specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading
- NV5, Inc. has a proven track record of successfully providing construction management and inspection services to municipalities throughout Southern California, most have been repeat clients
- NV5, Inc. team has provided similar services to dozens of agencies, including the cities of La Habra Heights, Placentia, Bellflower, and Glendale
- NV5, Inc. extensive experience and a strong existing relationship with the City of Compton affords them the ability to continue providing construction management and inspection services for the Wilmington Avenue Safe Streets/Pedestrian/Bicycles Improvement Project
- NV5, Inc. has a working knowledge of city staff, processes and environment, enabling them to provide outstanding cost and time efficient services

WHEREAS, NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years with more than 100 offices nationwide and abroad, NV5, Inc.; and

WHEREAS, NV5, Inc. has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that enhance communities worldwide; and

WHEREAS, NV5, Inc. team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professional; and

WHEREAS, funds in the amount of $462,458 are available in the Public Works 2024-2025 Fiscal Year budget as follows:

Fund	**Account No.**	**Description**	**Amount**
SB1	2200-710-000-4300	Capital Outlay	$ 262,458.00
MTA Bond	3031-710-000-4300	Capital Outlay	$ 200.000.00
TOTAL			**$ 462,458.00**

and;

WHEREAS, in order to authorizes the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Four Hundred Sixty Two Thousand Four Hundred and Fifty Eight Dollars ($462,458) to NV5, Inc. for the provision of construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycles Improvement Project, CIP# 18-02, 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 proposal submitted by NV5, Inc. is hereby accepted.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with NV5, Inc. for the provision of construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycles Improvement Project, CIP# 18-02.

SECTION 3. That Funds in the amount of $462,458 are available in the Public Works 2024-2025 Fiscal Year budget as follows:

Fund	Account No.	Description	Amount
SB1	2200-710-000-4300	Capital Outlay	$ 262,458.00
MTA Bond	3031-710-000-4300	Capital Outlay	$ 200.000.00
TOTAL			**$ 462,458.00**

SECTION 4. That a purchase order in the amount of $462,458 is authorized to be established for NV5, Inc. for services performed for the Wilmington Avenue Safe Streets Pedestrian/Bicycles Improvement Project, CIP# 18-02.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

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

ADOPTED this ___ day of _____, 2024.

_____
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 _____, 2024.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5, INC.
[Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project]

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, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 133 Technology Drive, Suite 200, Irvine, California 92618.

RECITALS:

WHEREAS, the City will be implementing the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, which consists of pavement rehabilitation, ADA compliant curb ramps, median improvements, sidewalk improvements, driveway improvements, signing & striping traffic signal and other minor associated work on Wilmington Avenue from Rosecrans Avenue to the City Limit South; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project; and

WHEREAS, Consultant (NV5, Inc.) warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Road Repair Services Project; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, by **Resolution No._____**, adopted on the ___**, of October 2024,** the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; and

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

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

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

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

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

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

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

Task 5: **Issues Management** – Deliverables: Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

Task 6: **Schedule** – Deliverables: Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

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

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

Task 9: **Request for Information & Submittals** – Coordinate and ensure prompt processing and turnaround time for contractor requests for information and submittals.

Task 10: **Change Orders** – Deliverables: Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

Task 11: **Dispute Resolution** – Deliverables: Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

Task 12: **Quality Control/Inspection** – Deliverables: Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

Task 13: **Public Relations** – Deliverables: Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

Task 14: **Permit/Environmental Compliance** – Deliverables: Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

Task 15: **Progress Payments** – Deliverables: Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

Task 16: **Monthly Status Reports** – Deliverables: Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

Task 17: **Site Safety** - Deliverables: Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.

Task 18: **Drone Services –** Deliverables: Provide aerial photos and video of the various project sites.

Task 19: "As-Built" Drawings – Deliverables: Collect, review, and transmit contractor's data to engineer.

Task 20: Final Walkthrough – Deliverables: Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

Task 21: Project Completion Report – Deliverables: Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

As more fully described in the City's **"Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project – Request for Proposals for Construction Management and Inspection Services** and in Consultant's **"Proposal to Provide Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project** dated September 4, 2024, both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

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

Jeffrey M. Cooper, PE, EVP, Chief Operating Officer of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless this Agreement is extended or terminated as provided herein.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change

in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works Engineering Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept a not-to-exceed maximum sum of **Four Hundred Sixty Two Thousand Four Hundred Fifty Eight Dollars ($462,458).**

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

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

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

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

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

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

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

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

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

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

as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily

injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

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

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

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

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

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

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

.e Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and

.f Have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Jeffrey M. Cooper, PE, Chief Operating Officer **(Date)**

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

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

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

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

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

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

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

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

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person or via reputable delivery service (e.g. FedEx, DHL, UPS, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Consultant:	**NV5, Inc.** **133 Technology Drive, Suite 200** **Irvine, California 92618** **Attn: Peter Salgado, PE** **(949) 585-0477** **peter.salgado@nv5.com**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-5505** **(310) 605-6326 – fax.**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

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

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

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

NV5/CONSULTANT

Dated: _____ **By _____**
Jeffrey M. Cooper, PE, Chief Operating Officer

Approved by:

Dated: _____ **By _____**
Willie A. Hopkins, Jr., City Manager

Approved as to form:

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

ATTEST:

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

NV5

PROPOSAL

Submitted by NV5, Inc.
133 Technology Drive, Suite 200, Irvine, CA 92618

City of Compton

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project CIP #18-02

September 4, 2024

PN: P27024-0006223.00

September 4, 2024

City of Compton Public Works - Engineering Department
Attn: John D. Strickland, Jr., Director of Public Works
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project CIP #18-02

Dear Mr. Strickland,

NV5, Inc. is excited to have the opportunity to provide Construction Management and Inspection Services to the City of Compton (City) for its Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project (CIP #18-02). Our team has the technical knowledge and experience to deliver your project in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City gives us the ability to continue providing construction management and inspection services for your capital improvement projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. Our partnership with the City has seen the completion of a myriad projects. Specifically, our team has provided our services for the following projects:

- CIP 13-01 Street Improvements (CM & Inspection)
- Central Avenue Pavement Rehabilitation
- Pearl Avenue Sewer Replacement
- Annual Residential Streets Rehabilitation, Phase 1 & 2

Relevant Experience: We have a proven track record of successfully providing construction management and inspection services to municipalities throughout Southern California, most of which have been repeat clients. Our team has provided similar services to dozens of agencies, including the cities of Yorba Linda, Irvine, Placentia, Bellflower, and Glendale.

Proposed Team: NV5 has assembled a team of high-level professionals who will be made available to the City upon request. Our team will be led by **Peter Salgado, PE** as Construction Manager. Mr. Salgado has over 25 years of experience managing and delivering public works projects, including citywide street improvements. We also offer **Jim Daly, PE** as Alternate Construction Manager. Mr. Daly has more than 37 years of experience managing capital improvement projects.

We also propose **Kenneth Hicks** as primary Construction Inspector. Mr. Hicks has over 18 years of experience providing construction inspection services for various capital improvement projects, including street improvements, wet and dry utilities, grading, stormwater, and landscaping and irrigation.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultant **Pacific Resources**, who we have worked with on numerous projects for various agencies throughout Southern California.

Proposal Authorization and Validity: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the firm. This proposal will remain valid for a period of at least 90 days from the date of this submittal.

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 peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

Peter Salgado, PE
Director of Construction Management

Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

COMPANY INFORMATION/CONTACT
Name: NV5, Inc.
Address: 133 Technology Drive, Suite 200, Irvine, CA 92618
Telephone Number: (949) 585-0477
Email of Contact: peter.salgado@nv5.com

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CLIENT TESTIMONIAL

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The NV5 staff is knowledgeable, courteous, and friendly and they truly care about their projects and the services they provide. From Engineering Design to Inspection to Plan Check Services, the NV5 team can do it all, and we can always rely on them to deliver a quality product on time and within budget. Currently, they are assisting us with assessment district planning, plan checking, construction inspection and other general engineering services. I highly recommend NV5 for your professional and engineering consulting needs.

- Matthew Sinacori,
Director of Public Works/City Engineer,
City of Dana Point

"

A. COMPANY OVERVIEW

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

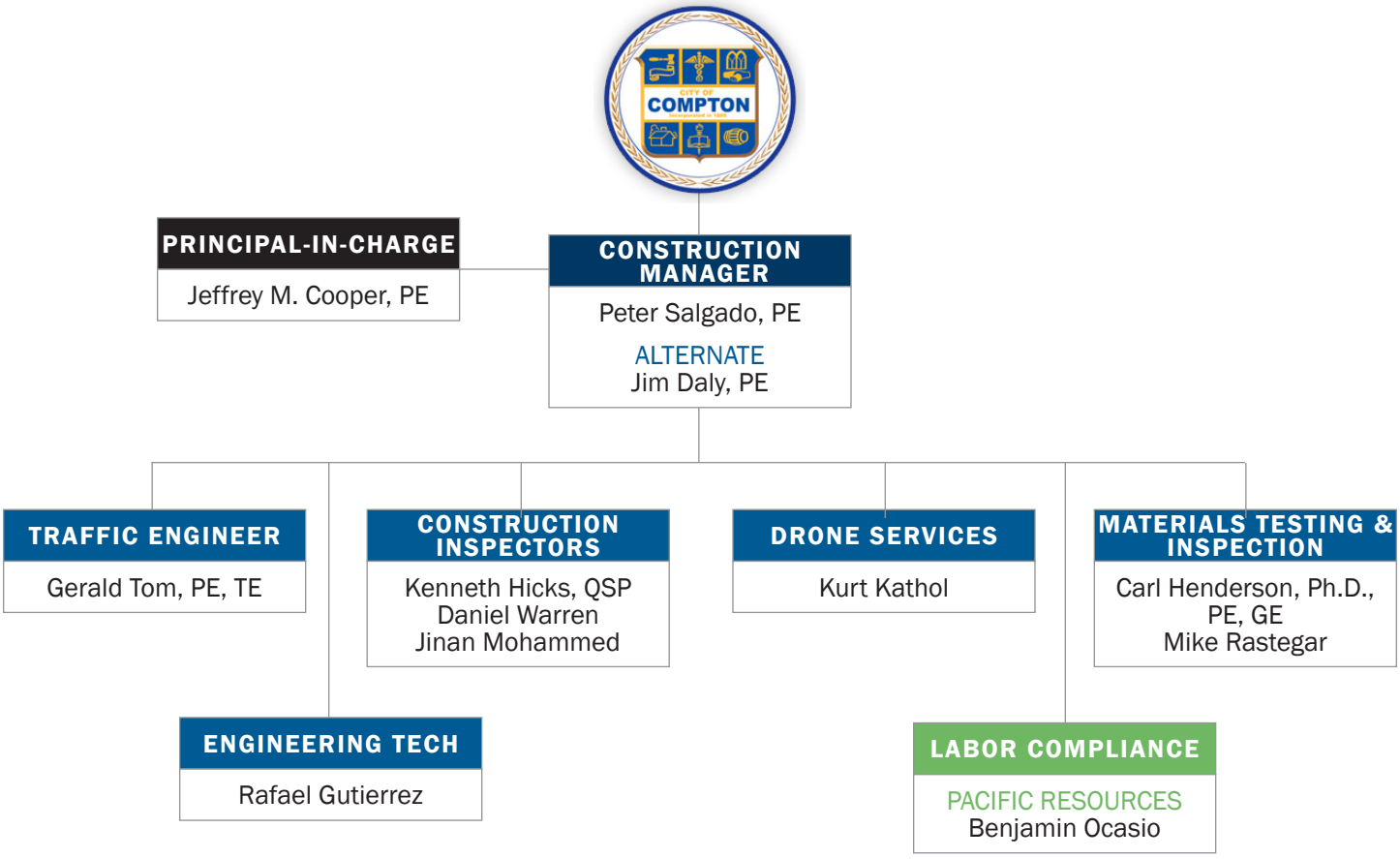
The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:

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.

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

Organization Chart

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested construction management and inspection services. Shown below are team roles and responsibilities.



* SUBCONSULTANT

CONTACT INFO
peter.salgado@nv5.com

EXPERIENCE
25 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 63159

PETER SALGADO, PE

Project Manager/Construction Manager

With 25 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

Project Experience

Central Avenue Pavement Rehabilitation

CITY OF COMPTON | COMPTON, CA

Construction Manager. Mr. Salgado oversaw the construction management and inspection for the Central Avenue Pavement Rehabilitation Project (Phase II). The project included cold-in-place recycling and cement treatment of AC structural section; cold mill and overlay; reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; traffic loop replacement; utility adjustments; and traffic striping and signage.

CIP 13-01 Street Improvements

CITY OF COMPTON | COMPTON, CA

Construction Manager. Mr. Salgado oversaw the construction management and inspection services for the CIP 13-01 Street Improvements project. The project included reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Project/Construction Manager. Mr. Salgado is providing project and construction management services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. Our team is providing construction management, inspection, materials testing/special inspection, and labor compliance services for the project. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

San Fernando Road Beautification

CITY OF GLENDALE | GLENDALE, CA

Project Manager. Mr. Salgado oversees the team that is providing construction inspection services for the City's San Fernando Road Beautification project. The project is located on San Fernando Road between Grandview Avenue and Elk Avenue. The

project includes reconstruction and resurfacing of existing AC paving; reconstruction of existing sidewalks, driveways, curb and gutter, cross gutters, alley aprons, bus pads, and ADA ramps; construction of center median islands; adjustment of existing manholes and water meters to finished grade; removal and replacement of existing traffic striping and pavement markings; installation of Class II and III bike lane striping with green-backed shared roadway bicycle pavement markings; realignment of 12 intersections; traffic signal improvements; bus stop improvements; installation of drywells and bioswales; and installation of new landscaping and irrigation.

University Drive Widening

CITY OF IRVINE | IRVINE, CA

Project/Construction Manager. Mr. Salgado oversaw our construction management and inspection team for the University Drive Widening (from Campus Drive to MacArthur Boulevard) project, which included parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services included bid management, construction management, daily inspection services, and project closeout. The project consisted of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjusting utility manholes and valves to grade, installation of traffic signs, striping, pavement markings and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new street light infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs.

Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Project/Construction Manager. Mr. Salgado is providing project and construction management services for the Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. Our team is providing construction management, inspection, labor compliance, geotechnical/materials testing and deputy inspection services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

Hacienda Road Remedial Grading and Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Manager. Mr. Salgado provided construction management services and oversaw inspection services for the Hacienda Road Remedial Grading and Street Improvement Project. The project included construction of new PCC drainage gutter and headwall, AC berm and AC paving. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

Clark Avenue Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Project Manager. Mr. Salgado oversaw the team that provided construction inspection services for the Clark Avenue Rehabilitation Project from Alondra Boulevard to Foster Road. The project included cold mill of existing asphalt concrete; installation of surface course (ARHM Class GC-C) pavement overlay; removal and construction of curb and gutter, driveways, sidewalks, cross-gutters, drains and curb ramps; installation of truncated domes; installation of pedestrian push buttons and pedestrian push-button pole installations; installation of traffic loops; adjustment of pull boxes, manholes, monitoring well, meters and valves to grade; and installation of traffic signing, striping and pavement markers.

CONTACT INFO
jim.daly@nv5.com

EXPERIENCE
37 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 45612

AFFILIATIONS
American Public Works Association

American Society of Civil Engineers

JIM DALY, PE

Alternate Construction Manager

Mr. Daly has more than 37 years of experience managing both horizontal and vertical capital improvement projects. As Assistant Deputy Director (Road Maintenance) for the County of Los Angeles, Mr. Daly managed approximately 500 employees responsible for the maintenance and repair of roadways, sidewalks, and parkway trees. He has experience managing myriad projects — including federally funded — for various departments, including Parks and Recreation, Beaches and Harbors, and Public Library departments, and has managed and designed numerous flood control facilities, including storm drains, debris basins and pump plants.

Project Experience

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Assistant Construction Manager. Mr. Daly is assisting with construction management services on the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

Hambledon Avenue East and West Improvements

LOS ANGELES COUNTY PUBLIC WORKS | SOUTH SAN JOSE HILLS, CA

Project Director. The primary objective of these two projects (Hambledon Avenue East and Hambledon Avenue West) was to preserve 6.1 miles and 5.5 miles of residential roads in the South San Jose Hills community of unincorporated Los Angeles County. The projects included pavement prep work, parkway improvements, curb ramp upgrades, and pavement preservation. The scope of work included: micro-milling to improve road ride-ability; scrub seal to seal cracks; and microsurfacing/slurry seal to preserve the pavement and provide a smoother, more finished driving surface. The preservation is estimated to extend the pavement life for an additional six to eight years. To better care for the environment, all aggregates (tiny rocks) used come from recycled pavement. All missing sidewalks were assessed and constructed when feasible. Needed repair works for existing sidewalk, curb, and gutter repair as well as installation of curb ramps to meet ADA were also performed.

Florence Avenue Streetscape Improvements

LOS ANGELES COUNTY PUBLIC WORKS

Project Director. The project included modification of sidewalk and intersection improvements to add trees, crosswalk and sidewalk furniture from Alameda Avenue to Central Avenue in the Florence/Firestone Community in Los Angeles County.

CONTACT INFO
gerald.tom@nv5.com

EXPERIENCE
35 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 51209

Traffic Engineer (CA)
No. 2541

GERALD TOM, PE, TE

Traffic Control Engineer

Mr. Tom has 35 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 held various positions at cities, for which he has managed capital improvement programs, reviewed and approved plans and managed construction of contract work for compliance with plans and specifications.

As a transportation engineer, 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 and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheet for BMPs tracking through the various stages of development). 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 other related tasks.

Transportation Engineer

CITY OF SANTA MONICA, TRAFFIC AND TRANSPORTATION DIVISION | SANTA MONICA, CA

Transportation Engineer. As Transportation Engineer, Mr. Tom's duties included:

- Managing the Traffic and Transportation Capital Improvement Program. Projects included Traffic Signal Improvements, Intelligent Traffic System Improvements, Pedestrian Improvements and Bikeway Improvements
- Managing the Traffic Operations Program
- Managing the Traffic Operations Maintenance Section
- Managing and approving expenditures of operating budget and CIP funds
- Managing repair and maintenance of traffic and transportation systems
- Preparing schedules, project budgets, and specifications for materials and labor
- Investigating traffic problems and determining ways to improve traffic flow and safety

CONTACT INFO
kenneth.hicks@nv5.com

EXPERIENCE
18 years

LICENSES/CERTIFICATES
Qualified SWPPP Practitioner (CA) No. 27259 (CASQA)

Certified Inspector of Sediment and Erosion Control

Nuclear Gauge Certified

Railroad Safety

OSHA 30-Hour

OSHA 10-Hour

KENNETH P. HICKS, QSP

Construction Inspector

Mr. Hicks has 18 years of experience providing construction inspection services for various capital improvement projects, including street improvements, wet and dry utilities, grading, stormwater, and landscaping and irrigation. He has provided quality assurance testing for highways, bridges and streets, sewer and water systems, and other structures using nuclear gauge or assigned equipment. He is experienced in working with local, state and federal facilities regarding land use, including right-of-way, construction, easements and other purposes.

Project Experience

San Fernando Road Beautification

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Hicks is providing construction inspection services for the City's San Fernando Road Beautification project. The project is located on San Fernando Road between Grandview Avenue and Elk Avenue. The project includes reconstruction and resurfacing of existing AC paving; reconstruction of existing sidewalks, driveways, curb and gutter, cross gutters, alley aprons, bus pads, and ADA ramps; construction of center median islands; adjustment of existing manholes and water meters to finished grade; removal and replacement of existing traffic striping and pavement markings; installation of Class II and III bike lane striping with green-backed shared roadway bicycle pavement markings; realignment of 12 intersections; traffic signal improvements; bus stop improvements; installation of drywells and bioswales; and installation of new landscaping and irrigation.

Capital Improvements

CITY OF CULVER CITY | CULVER CITY, CA

Construction Inspector. Mr. Hicks served as Construction Inspector, observing and monitoring construction for the residential roadway upgrade of 20 street segments in the City. Mr. Hicks' responsibilities included: maintaining daily construction inspection and quantity reports, including photographing the site at regular intervals; monitoring work progress for compliance with safety and environmental regulations; tracking of daily quantities and monthly progress estimates; and other duties as required.

La Palma Avenue and Tustin Avenue Water Main Replacement at OCTA Railway Crossing

CITY OF ANAHEIM | ANAHEIM, CA

Construction Inspector. Mr. Hicks is providing construction inspection services for the City's La Palma Avenue and Tustin Avenue Water Main Replacement at OCTA Railway Crossing project. Metrolink, with the Orange County Transportation Authority, is expanding the Anaheim Canyon Metrolink Station, which includes the addition of a train track crossing at both La Palma Avenue and Tustin Avenue. The water main replacement project involves bore and jack installation of two new water mains underneath the OCTA railroad track in La Palma Avenue and Tustin Avenue, followed by the abandonment of the existing water mains that will now be too shallow and are not adequately reinforced to carry the load underneath the proposed train track. The project includes close coordination with the City, OCTA, Metrolink, Southern California Regional Rail Authority (SCRRA), among other agencies.

CONTACT INFO
daniel.warren@nv5.com

EXPERIENCE
30 years

LICENSES
Water Distribution Operator Grade III No. 8020

Water Treatment Operator Grade II No. 18940

Recycled Site Supervisor Conversion from Potable to Recycled Water

Competent Person Site Survey for Soil Conditions

Trench Shoring Certified

Underground Utilities Certified

DANIEL WARREN

Construction Inspector

Mr. Warren is a construction inspector with more than 30 years of experience in public works, including the positions Construction Inspector for the City of La Habra Heights and Grade III Water Distribution Operator and Grade II Water Treatment Operator for the Rowland Water District. Mr. Warren is extremely knowledgeable about the need for the Contractor's conformance to the approved plans and specifications, adherence to field quality control, as well as what the various heavy construction industry standards and construction principles are for water and wastewater systems. Mr. Warren has significant knowledge of all aspects of public utilities and provides expert quality control for all aspects of potable water, sewer, and recycled water works throughout his execution of his duties as an Inspector.

Project Experience

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Inspector. Mr. Warren is providing construction inspection services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is providing construction management, inspection, materials testing/deputy inspection, and labor compliance services for the project, as well as on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

Fullerton Road Grade Separation

AECOM (CITY OF INDUSTRY AND COUNTY OF LOS ANGELES) | INDUSTRY, CA

Construction Inspector. Mr. Warren provided construction inspection services for the sewer lift station portion of the $223.7M Fullerton Road Grade Separation. Mr. Warren inspected the construction of the sewer lift station's wet well's mechanical and CMU Electrical Control Building and Appurtenances. The Fullerton Road Grade Separation Project lowered Fullerton Road under the existing Union Pacific railroad tracks in the City of Industry and unincorporated Los Angeles County, between Rowland Street and State Route 60 (SR-60). Plans included constructing a six-lane roadway underpass on Fullerton Road, four-track railroad bridge and bridge for Railroad Street spanning Fullerton Road. Gale Avenue would be lowered at the intersection with Fullerton Road.

Permeable Alley Project Specification No. 3954

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Warren is providing construction inspection services for the City's Permeable Alley Project Specification No. 3954. This project includes the reconstruction of existing AC paving; construction of permeable concrete gutters; and installation of 14 drywells and 11 bioswales in and around 28 alleys at various locations throughout the City.

CONTACT INFO
jinan.mohammed@nv5.com

EXPERIENCE
13 years

EDUCATION
B.S. Chemical Engineering (Specialized in Petroleum and Gas Refinery)

LICENSES/CERTIFICATES
ACI Concrete Field Testing Technician Grade1

CPN training course on radiation safety and use of nuclear gauge

Liquid Boot system methane mitigation installation inspector

CEE Colombia Engineering Executive Engineering Construction Project Management Certification

CSWO Construction Storm Water Operator Certification No. 24568

In the process of gaining ICC certification for Reinforced Concrete, Prestressed Concrete, and Soils

In the process of gaining the CCM Certified Construction Manager Certification

OSHA 10-hour, MSHA

HAZWOPER 40-Hour training

JINAN MOHAMMED

Construction Inspector

Ms. Mohammed is an adaptable construction professional with 13 years of experience and a proven knowledge of executive support, construction management and inspection, staff training and development, and workflow prioritization. She has experience with a wide range of public works projects and previously managed a material testing laboratory.

Project Experience

As-Needed Project Management Services for Various CIP

CITY OF EL MONTE | EL MONTE, CA

Cost Estimator. Ms. Mohammed assisted the Project Manager managing various Capital Improvements Projects for the City. As part of these services, she has prepared the engineering cost estimate for the Nevada MND Construction Monitoring and El Monte Bus Stop Route Updates projects.

Permeable Alley Project Specification No. 3954

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Ms. Mohammed provided construction inspection services for the City's Permeable Alley Project (Specification No. 3954). This project includes the reconstruction of existing AC paving; construction of permeable concrete gutters; and installation of 14 drywells and 11 bioswales in and around 28 alleys at various locations throughout the City.

On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Construction Inspector. Ms. Mohammed provided on-call inspection services for CIP and developer projects for the City of Seal Beach. NV5's inspectors provide inspections to document and determine the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details. NV5 provides both daily emails for a quick summary of the work, as well as daily reports using our in-house iPad inspection application complete with photograph documentation.

Construction Manager/Inspector

VARIOUS CLIENTS | SOUTHERN CALIFORNIA, CA

Construction Manager/Inspector. Ms. Mohammed performed construction management and inspection duties for a variety of projects, including landfills, methane mitigation, slope stability, earthwork and geotechnical QA/QC, rigid/flexible pavement, concrete, erosion control, utility construction, and stormwater improvement projects

Material Testing Project Manager

VARIOUS CLIENTS

Material Testing Project Manager. Ms. Mohammed served as a Lab Manager; managing concrete, asphalt, soil, and soil investigation departments. She supervised road construction, rigid/flexible pavement, soil investigation, drilling, and vertical residential projects, performing construction materials testing and training technicians. She supervised clients' construction projects as a third party and prepared test reports and project field reports.

CONTACT INFO
kurt.kathol@nv5.com

EXPERIENCE
8 years

EDUCATION
Associated Builders & Contractors Inc. Electrical Apprenticeship (2004)

AS, Science & Arts

LICENSES/CERTIFICATES
APSS, COP, MSC, MSS-Optics Equipment Certifications (Department of Homeland Security)

KURT KATHOL

Drone Services

Mr. Kathol has been working with UAV data acquisition methods for eight years throughout the United States. His work includes extensive experience implementing usable High Precision Airborne GPS data for traditional stereo collection and point cloud creation. On a day-to-day basis, Mr. Kathol also manages video, RGB, thermal, Multispectral imagery and Airborne Lidar data acquisition for a variety of applications. As a constant, he is involved in innovative research and development, and integrates and implements these findings to create high-value UAV services. Mr. Kathol is the co-founder of Skyscene LLC, and has managed and provided UAV services for Skyscene clients for approximately four years. Skyscene LLC was then acquired by NV5 Inc., in

Project Experience

Escondido City Street Project

PHOTOGEODETIC | ESCONDIDO, CA

Performed flight planning and management of a high precision RGB flight for stereo mapping needs with accuracies better than .1'. This project workflow increased safety and cost efficiency because UAV accuracies eliminated the need to put surveyors out in the road to collect data. High-resolution UAV data collection also allowed mark outs for mapping purposes.

Confidential Project

CALIFORNIA BASED UTILITY COMPANY

Planned and managed four different UAV data collections for approximately 12 miles of electrical transmission towers. Mr. Kathol planned and managed UAV-based Lidar acquisition, oblique imagery of pole lines, high precision orthoimagery, and a video corridor fly through.

Confidential Project

A NATIONWIDE ENERGY COMPANY | NEVADA

Performed strategic flight planning in high vertical terrain to gather high-resolution imagery for environmental needs and high accuracy orthoimagery and point cloud data for a feasibility assessment. The 2,100-acre site was flown in 2 days.

Aggregate Mines

GRANITE CONSTRUCTION | SANTA PAULA, LITTLEROCK, INDIO, PALM SPRINGS, NILAND, EL CENTRO AND DCAC, SOUTHERN CALIFORNIA

Planned and managed seven project locations that needed to be flown on the same day for inventory purposes. Final deliverables included high-resolution orthoimagery and surface models including aggregate pile inventory calculations.

San Diego River Oil Spill Project

SDRC | MISSION VALLEY, CA

Managed flight planning and data acquisition of an oil spill near Mission Valley, CA. Emergency response teams were able to better plan for cleanup procedures by mapping and measuring with the scaled high-resolution imagery provided.

CONTACT INFO
carl.henderson@nv5.com

EXPERIENCE
25 years

EDUCATION
Ph.D. Civil Engineering

M.S. Civil Engineering (Geotechnical)

B.S. Civil Engineering

LICENSES/CERTIFICATES
Geotechnical Engineer (CA) No. 2886

Civil Engineer (CA) No. 71115

AFFILIATIONS
American Public Works Association (APWA) - Member

American Indian Science and Engineering Society (AISES) - Member

National Society of Black Engineers (NSBE) – Lifetime Member

Society of American Military Engineers (SAME) - Member

CARL HENDERSON, Ph.D., PE, GE

Materials Testing/Inspection

Dr. Henderson has more than 25 years of experience performing geotechnical evaluations for a wide variety of projects, including water and wastewater, bridges, highways, roadways, embankments, levees, buildings, land development, commercial and industrial facilities. He has extensive experience with embankment construction and stability evaluations for many large roadway construction projects in California.

Over the last 12 years, he has served as the Senior Geotechnical Project Manager and Geotechnical Project Manager for some of the largest highway and bridge projects within San Joaquin County.

Project Experience

FY 2022-23 Pavement Management Program Implementation

CITY OF GLENDALE | GLENDALE, CA

Geotechnical Project Manager. Dr. Henderson is providing geotechnical engineering services as part of the team that is providing engineering design services for the City's Fiscal Year 2022-23 Pavement Management Program Implementation project. Improvements include selective removal and repair of concrete curbs and gutters, sidewalks, driveways, cross gutters, catch basins, bus pads, and alley aprons; pavement repairs, including full-depth reconstruction, rubberized asphalt pavement wearing course (ARHM); crack seal; Asphalt Rubber Aggregate Membrane (ARAM); and Slurry Seal Type II; sewer point repairs based on City-provided CCTV videos; utility pull box relocation; storm drain infrastructure analysis and design, including hydrology and hydraulic analysis if needed; installation of survey well monuments; tree plantings, including coordinating with the City for tree species and locations; and review of the City's Bicycle Master Plan and design of plans according to recommendations. Services include field review; utility coordination and notification; topographic survey; geotechnical investigation; preparation of preliminary and final plans, specifications and estimates; and bid and construction support.

Hacienda Avenue Spa Zone Street Improvements

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Geotechnical Project Manager. Dr. Henderson is providing geotechnical engineering services as part of the team that is providing engineering design services for the City's Hacienda Avenue Spa Zone Street Improvements project. The improvement project extends from Tamar Drive to the city limits/Long Canyon Road. The purpose of the project is to provide pedestrian and bicycle safety infrastructure improvements. There are currently no bike lanes along this 1.9-mile segment of Hacienda Avenue. The project proposes to construct 10,341 feet of sidewalks, 9,450 square feet of safety medians, 42 ADA ramps, 8,528 feet of buffered bike lanes, 8,872 feet of standard Class II bike lanes, 99 streetlights, 17 crosswalks, and one intersection safety improvement. The scope of work includes utility coordination; topographic and right-of-way surveys and preparation of base maps, legal descriptions and plats; pavement investigation and recommendations; preparation of preliminary and final plans, specifications and estimates; environmental documentation; and bid and construction support.

CONTACT INFO
mike.rastegar@nv5.com

EXPERIENCE
16 years

EDUCATION
Associate of Science

LICENSES/CERTIFICATES
Certified Electronics Technician (ISCET) AC29332

ICC 9056427

LADBS P038531

40-Hr. OSHA Hazwoper

OSHA 10-Hr. Construction Industry Course

ACI

First Aid / CPR

RSO

MIKE RASTEGAR

Materials Testing/Inspection

Mr. Rastegar is a detail-oriented Construction Inspector with more than 16 years of public works inspection experience serving as both a resident inspector and a geotechnical and materials deputy inspector. He has completed a wide variety of projects, including both horizontal (street, sewer, water and drainage improvement), and vertical (building and structural improvement) projects. Mr. Rastegar also has experience in plan review and value engineering.

Project Experience

FY 2020-21 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Special Inspector. Mr. Rastegar provided Special Inspection services for the City's FY 2020-21 Street Improvements project. The scope of work included street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project

Hacienda Road Remedial Grading and Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Special Inspector. Mr. Rastegar provided Special Inspection services for the Hacienda Road Remedial Grading and Street Improvement project. The project included construction of new PCC drainage gutter and headwall, AC berm and AC paving. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

Crowther Sanitary Sewer Pipeline Replacement

CITY OF PLACENTIA | PLACENTIA, CA

Special Inspector. Our team is providing 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 LF 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. NV5 has spearheaded the required coordination to the Public Health Department and Golden State Water Company for those areas where the water/sewer separation cannot be met for variances with alternate construction of the sewer pipeline. 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 a jack-and-bore encasement crossing underneath the 57 freeway, BNSF ROW, 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. NV5 is providing Construction Management, full-time Inspection and Materials Testing Services for this project.

CONTACT INFO
rafael.gutierrez@nv5.com

EXPERIENCE
18 years

EDUCATION
A.A. Computer-aided Drafting & Design

RAFAEL GUTIERREZ

Engineering Tech

Mr. Gutierrez has more than 18 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

Cherry Avenue and Other Roads, Fontana Area

COUNTY OF SAN BERNARDINO | FONTANA, CA

CAD Designer. Mr. Gutierrez is providing CAD design services, including preparation of final plans, specifications and cost estimates for the project, which involves pavement rehabilitation to Cherry Avenue and other roads (approximately 14.72 miles) and for the replacement of existing ADA ramps at 42 locations in the Fontana area. NV5 will review the existing topographic to ensure new ramps drain properly and identify and address localized drainage issues within the project footprint. NV5's services also include preparation of legal descriptions and plats; utility coordination; preparation of traffic signing and striping plans and a pedestrian traffic plan; and environmental services support.

Phelan Road in the Phelan Area

COUNTY OF SAN BERNARDINO | PHELAN, CA

CAD Designer. Mr. Gutierrez is providing CAD design services, including the preparation of preliminary and final plans, specifications and estimates, for the design of Phelan Road, Phelan Area. The project includes pavement rehabilitation and reconstruction on Phelan Road, from State Route 138 east to Los Banos Avenue, new or replacement of existing ADA ramps at 19 locations, and traffic signal installation at Clovis Road in the Phelan area. Services include utility coordination; preparation of legal descriptions and plats; preparation of traffic signing and striping plans and a pedestrian traffic plan; traffic signal modification plans for any ramp locations necessary to provide ADA compliance; environmental services support, including preparation of plans, reports and/or applications for a Stormwater Pollution Prevention Plan; and advertising, bidding and construction support.

CONTACT INFO
bocasio@pacificresources services.com

EXPERIENCE
25+ years

EDUCATION
M.P.A. Public Affairs

B.S. Urban & Regional Planning

Valley Leadership Institute

BENJAMIN OCASIO

Labor Compliance *(Pacific Resource Services)*

Mr. Ocasio has more than 25 years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Project Experience

Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Labor Compliance and Federal Funding. As a subconsultant to NV5, Pacific Resources Services is providing labor compliance and federal funding services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

Traffic Signal Improvements at Philadelphia Street and Towne Avenue/ Garey Avenue

CITY OF POMONA | POMONA, CA

Labor Compliance and Federal Funding. As a subconsultant to NV5, Pacific Resources Services provided labor compliance and federal funding services for this federally funded Traffic Signal Improvements project at Towne Avenue and Philadelphia Street, and at Garey Avenue and Philadelphia Street. The scope of work includes installation of traffic signal poles and traffic signal controllers; traffic signage and striping; reconstruction of existing ADA curb ramps and sidewalks, AC paving, and all related site work to complete the proposed improvements.

Bellflower Boulevard and Alondra Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services provided labor compliance and funding oversight services for this $1.4M federally funded street improvement project. The project included reconstruction and resurfacing of AC pavement, installation of new traffic loops, adjustment of utilities to grade, and new traffic signage and striping.

FY 2021-22 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

Project Experience

Below is a list of five (5) projects that NV5 has delivered for other public agencies, which demonstrate our ability to perform this work.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

NV5 is providing construction management, inspection, materials testing/deputy inspection, and labor compliance services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail with biofiltration swales, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

- **DATES:** SEPTEMBER 2022 - CURRENT

University Drive Widening

CITY OF IRVINE | IRVINE, CA

NV5 provided construction management and inspection services for the University Drive Widening (from Campus Drive to MacArthur Boulevard) project, which included parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services and project closeout. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjust utility manholes and valves to grade, installation of traffic signs, striping, pavement markings and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new street light infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs.

- **DATES:** MARCH 2018 - JUNE 2020

Bastanchury Road Widening,
City of Yorba Linda

University Drive Widening,
City of Irvine

CIP 13-01 Street Improvements

CITY OF COMPTON | COMPTON, CA

NV5 provided construction management and inspection services for the City's CIP 13-01 Street Improvements project. Scope of work included: reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work.

- **DATES:** AUGUST 2018 - FEBRUARY 2020

Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

NV5 provided construction management, inspection, labor compliance, geotechnical/materials testing and deputy inspection services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

- **DATES:** JANUARY 2023 - CURRENT

San Fernando Road Beautification

CITY OF GLENDALE | GLENDALE, CA

NV5 is providing construction inspection services for the City's San Fernando Road Beautification project. The project is located on San Fernando Road between Grandview Avenue and Elk Avenue. The project includes reconstruction and resurfacing of existing AC paving; reconstruction of existing sidewalks, driveways, curb and gutter, cross gutters, alley aprons, bus pads, and ADA ramps; construction of center median islands; adjustment of existing manholes and water meters to finished grade; removal and replacement of existing traffic striping and pavement markings; installation of Class II and III bike lane striping with green-backed shared roadway bicycle pavement markings; realignment of 12 intersections; traffic signal improvements; bus stop improvements; installation of drywells and bioswales; and installation of new landscaping and irrigation.

- **DATES:** JANUARY 2024 - CURRENT

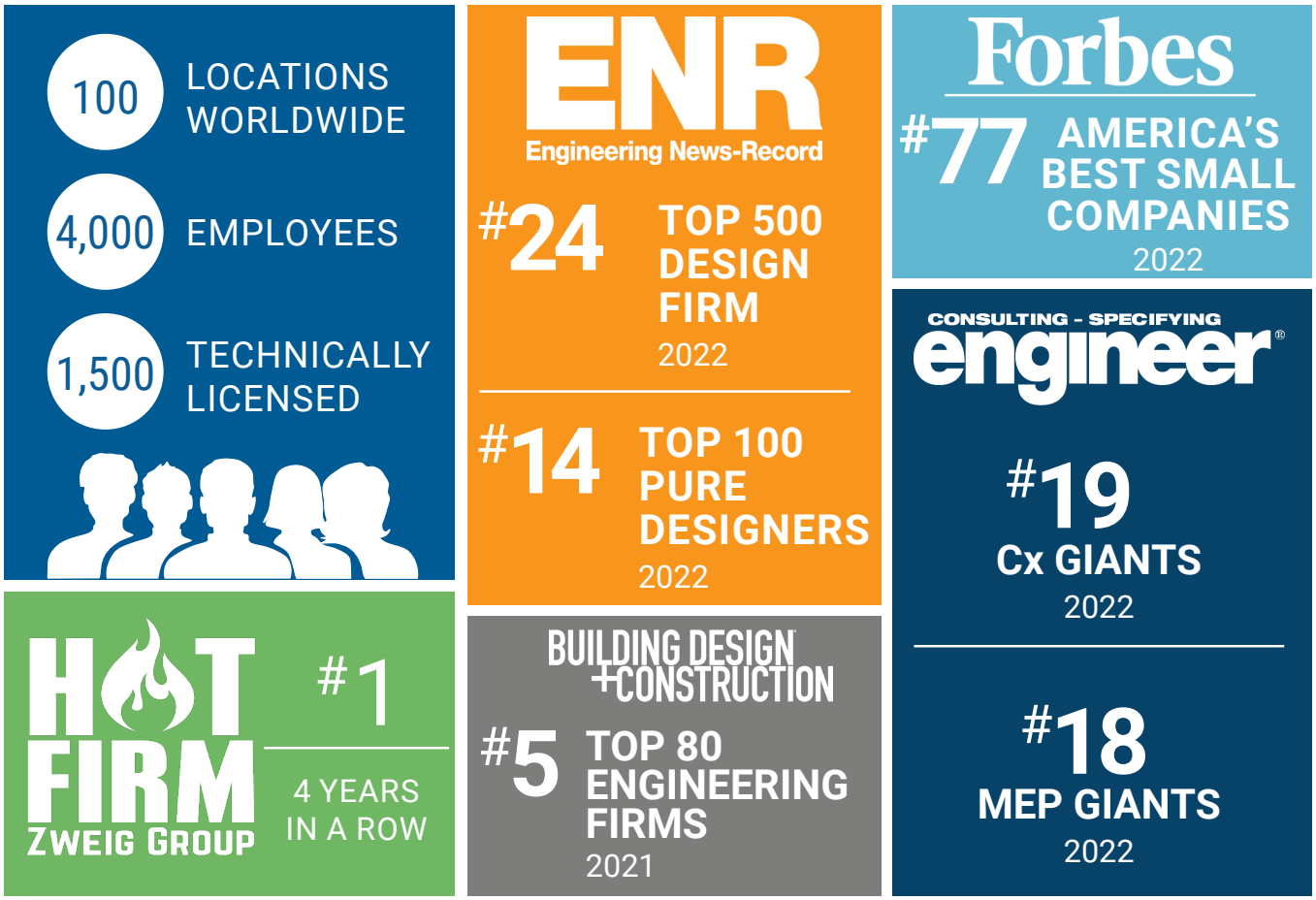
Bellflower Boulevard Beautification, City of Bellflower

San Fernando Road Beautification, City of Glendale

B. NAME & LICENSE NUMBERS OF CM AND INSPECTORS

Name and License Numbers of CM and Inspectors

NAME	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
Peter Salgado, PE	Construction Manager	25	B.S Civil Engineering, Civil Engineer (CA) No. 63159
Jim Daly, PE	Alternate Construction Manager	37	B.S Civil Engineering, Civil Engineer (CA) No. 45612
Daniel Warren	Construction Inspector	30	Water Distribution Operator Grade III No. 8020, Water Treatment Operator Grade II No. 18940
Kenneth Hicks, QSP	Construction Inspector	18	Qualified SWPPP Practitioner (CA) No. 27259 (CASQA)
Jinan Mohammed	Construction Inspector	13	B.S. Chemical Engineering (Specialized in Petroleum and Gas Refinery), ACI Concrete Field Testing Technician Grade 1



Background/Scope of Work

Wilmington Avenue between Rosecrans Avenue and Victoria Avenue is an arterial roadway with two (2) travel lanes, and an intermittent parking lane in both directions. The roadway is separated by a both a raised landscaped/ hardscaped median and a painted median with left-turn pockets. The surrounding development mainly residential development with pockets of commercial and industrial properties.

Based on a review of the RFP as well as the plans we understand the scope of work to include:

1. Street Rehabilitation including:
    a. Full depth AC reconstruction
    b. AC resurfacting
    c. Adjustment of utilities
2. PCC Improvements including:
    a. Construction of median curb (for raised landscaped median improvements)
    b. Construction of PCC bus pads
    c. Reconstruction of ADA ramps and installation of surface mounted truncated domes
    d. Reconstruction of sidewalks and driveways
    e. Reconstruction of curb and gutter
3. Traffic Signal Modifications
4. Installation of Bus Shelters and other site furnishings.
5. Pedestrian Lighting Improvements
6. Landscaping and Irrigation
7. Signage and Striping, including Bikeline striping.

PROJECT SPECIFIC ISSUES

Based on a preliminary site visit as well as our previous experience working on street improvement projects, we have identified the following general issues that our team will be cognizant of during construction:

Previous Experience

Our team successfully provided construction management and inspection services for several previous street improvements of similar scope and size including the City's Central Avenue Pavement Rehabilitation Project. We also recently completed projects of similar scope and size for the Cities of Yorba Linda, Glendale, and Bellflower. Our team understands the level of effort and dedication required of its construction management team to successfully deliver this project. We have good understanding of the residents' sensitivity to construction impacts of this nature and are able to be pro-active in addressing potential issues in advance, avoiding or at least minimizing inconveniences to residents.

Pedestrian Access

We will work closely with the contractor and ensure that the work is phased so as not to create significant impacts to pedestrian access. For example, during construction/ replacement of ADA ramps, we will not allow the contractor to work on all four corners and/or legs of the intersection at the same time. We will limit them to two (2) ramps and/or legs at a time. This will ensure pedestrian access through this particular intersection. Also, during construction/replacement of PCC parkway improvements we will ensure that work areas are clearly delineated and that safe pedestrian and vehicular access is provided at all times.

Coordination with Schools

During our site visit we noted schools within the project area; specifically the Davis Middle School between Rosecrans Ave and Spruce Street, and please verify name between Greenleaf Drive and Carob Street. We will work closely with the contractor and administrative staff to provide sufficient advanced notification. We will also work with the contractor to sequence and AC paving activities so as to minimize conflicts with school start and dismissal times.

CalTrans Right of Way

The plans propose improvements on both sides of the CalTrans Right of Way at Artesia Blvd (Willmington Ave on and off ramp). While no improvements are proposed within the Right Of Way, required traffic control signage as well as delineators/cones for traffic lane closures will most likely infringe upon the Right Of Way. If it hasn't been done so already, we recommend that, an encroachment permit rider be processed as part of the design/pre-construction phase. This in turn will minimize the potential for any time impacts during construction.

We will work closely with City Staff and contractor to obtain all necessary approvals/permits to allow placement of required traffic control equipment and we will also monitor the work to make sure all permit requirements are met.

Multi-Agency Coordination (Los Angeles County and City of Carson)

The plans propose improvements on both sides of the County of Los Angeles Right of Way (at Compton Creek). While no improvements are proposed within the Right of Way, traffic control signage and delineators will most likely infringe upon the Right of Way.

Also, at the south end of the project (at Victoria Ave), proposed improvements will infringe upon the City of Carson's Right of Way.

In both cases, we will ensure that required encroachment permits and business licenses are obtained by the contractor, that work schedules (including any off-hours work) are coordinated and agreed-upon by all parties and that all required inspection by affected agencies' inspectors is performed.

Union Pacific Railroad Coordination

Just south of Carob Street, the plans call for the removal of the existing railroad tracks and AC paving as well as the PCC paving of the affected area. This work will be performed by the Union Pacific Railroad.

Our team has previous experience coordinating street and infrastructure improvements with Railroad agencies including OCTA, Metrolink, and SCRRA on the City of Anaheim's La Palma Ave and Tustin Ave Waterline Replacements at OCTA Crossing as well as on the City of El Monte's Sewerline Crossing at Johnson Ave project. We are familiar with their contracting process, work scheduling and inspection requirements and we will work with the contractor to facilitate coordination of the proposed work.

Transit Stops

During our site visit, we noted existing transit stops along the project route. If necessary, we will work with contractor to coordinate/schedule temporary relocation of these existing transit stops with affected agencies.

Utility Conflicts

Given the depth of the proposed roadway excavations, there may be a potential for underground utility conflicts to arise. There may also be potential for conflicts during installation of traffic signal and irrigation conduits. Should these conflicts arise, our team will work closely with the contractor and the engineering design team to develop the most cost-effective and cost-efficient solution. Our inspectors have extensive experience in resolving conflicts of this nature, and working in concert with our in-house engineering design team, have devised both creative and practical solutions.

Supplemental Inspection

Given the area covered by the project and scope of the improvements, the contractor may possibly employ multiple crews to work in separate areas along Willmington areas concurrently. In turn, supplemental inspection may be required to ensure sufficient coverage. On a recent street improvement project on San Fernando Road, in the City of Glendale, our team had to employ supplemental inspection to cover ongoing, concurrent PCC and AC paving activities. Also, the City had authorized off-hours striping work. This, in turn required a supplemental inspector to cover the off hours work, while the primary inspector covered the work during regular working hours. While our proposed fee may not include provisions for supplemental inspection coverage, we are more than able to provide supplemental coverage on a time and materials basis if required.

Scope of Services

Pre-Construction/Weekly Meetings

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

This phase is essential to establishing lines of communication and setting administrative protocols for the project. Our pre-construction services can include:

- Review any applicable funding guidelines with the City and identify accounting and reporting requirements
- Establish a coordination plan to notify and facilitate any items of work affecting utilities, local agencies and other stakeholders.
- Assure that each member of our project team will have access to a mobile office, which includes a laptop, internet/email access, cellphone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via cellphone for easy access and continuous communication.

Management Information System

We will be single point of contact for the project team. All project correspondence and administrative documentation shall flow through our Construction Manager (CM). Each project team member and stakeholder will have real time access to the project files. This will be facilitated by our web-based Project Management software (CMIS). CMIS software is designed to provide the CM the capability to manage project information efficiently and effectively while maintaining full transparency with the City and the design engineer in managing the construction contractor. The City, as well as NV5's CM and inspectors, have real-time CMIS web-based software installed on an iPad or computer to record inspectors' daily reports and can be utilized on any device with internet access including iPhone and Android

mobile devices. The City can log-in and view at any time the submittals, RFIs, correspondence, WSWD, Contractor's Pay Apps with DIR submissions and apprentice requirements documentation, and NV5 Inspection reports from any laptop, computer, or mobile device at any time.

Additionally, our inspectors send out supplementary email blasts noting elements of significance performed, along with photographs for a quick glance of work, enabling all City staff to immediately be up to date. At the end of the project, the data within the CMIS platform will be downloaded for archival with the City within 60 calendar days of the Notice of Completion.

Review Traffic Control Plans

NV5 has an in-house, experienced Traffic Engineering Design team, ready and available to review, comment and provide recommendations on the contractor's traffic control and staging plans.

During construction, our inspectors will ensure that traffic control is properly implemented per the approved plans as well as the latest WATCH manual and CA MUTCD requirements. Our inspectors have a razor sharp knowledge and understanding of the latest WATCH manual and CA MUTCD requirements and they are experienced in reviewing traffic control set-ups to verify if they meet established standards.

If necessary, we will also work closely with the contractor as well as our Traffic Engineering Design team to modify or adjust the proposed traffic control set-ups to ensure it is coordinated with the planned work sequence.

Given the proposed full depth reconstruction of the outside lanes as well as the construction of a raised median, we recommend that the City consider including provisions for staging the construction (i.e. requiring completion of inside lane improvements (through base paving) prior to moving onto outside lane improvements). We also recommend provisions for permanent lane closures (with k-rail), at least for the outside lane improvements.

Issues Management

Successful delivery of a project, regardless of size or complexity, depends on a strong overall management approach. We focus prioritizing project goals and objectives, establishing clear lines of communication, and fostering a cooperative environment among all project stake holders. From final design through construction and close out, our approach will focus on implementing effective cost and schedule control as well as assuring that overall quality assurance and control standards and performance objectives are met.

As mentioned above, we will be the single point of contact for the project team, tracking and monitoring issues closely. We will ensuring timely resolution of these issues through open lines of communication as well as the exchange of ideas between the contractor, engineering design team, City staff and other project stakeholders. Regular weekly meetings and follow up site meetings or conference calls are essential platforms for this effort.

Schedule

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

Cost Control/Change Orders

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

Labor Compliance

Our Labor Compliance Administrator team has extensive experience working on state and federally funded projects and is familiar with ARPA documentation and reporting requirements. Along with our CM, they have successfully guided several projects through state and federal audits, facilitating the processing of reimbursement invoices.

They are vigilant and thorough in conducting their field EEO interviews and meticulous in their reviews of

the contractor's Certified Payroll Reports. If any wage discrepancies are identified, they are pro-active and timely in their pursuit of restitution.

RFIs and Submittals

We will foster an efficient submittal review and approval process, beginning with the contractor providing a submittal schedule for review in a timely manner. Our team will review and make recommendations to verify compliance with the contract documents. We will work with the contractor to ensure that all material submittals and shop drawings are submitted in a timely manner. We will log submittals in, and track and monitor the progress of the review and approval process to avoid any potential impacts to the project of the work.

We will review all Civil infrastructure related submittals and make recommendations to verify compliance with the contract documents. For submittals related to specialty trades and disciplines such as landscape/hardscape/irrigation, structural, electrical, and traffic signal equipment, we will make sure these are logged in, distributed to the appropriate project team and reviewed in a timely manner.

For long lead time items such as electrical and traffic signal equipment, once approved we will request contractor to provide written confirmation of when material was ordered as well as anticipated procurement timelines. We will monitor the status of the procurement.

Dispute Resolution

We have a seasoned construction management team, well versed in the interpretation of contract documents, General Conditions, Special Provisions, and Technical Specifications. This is our first line of defense, and for the most part negates or at the very least, minimizes the potential for elevated disputes. Should an issue be elevated, our construction management team, along with NV5's legal team, has the requisite experience and expertise to provide support and make recommendations as necessary.

Inspection/Quality Assurance and Quality Control

Our Inspector will have the experience and technical knowledge to implement full time, effective, Quality Control and Quality Assurance; the confidence and temperament to establish a cooperative working relationship with the contractor and minimize conflicts and safety/traffic control concerns in the field; and finally, the patience and empathy to respond to and address the public's concerns.

As with our CM, our Inspector will vet any change order requests in the field and make recommendations in terms of entitlement and cost. Any approved force account work will be tracked and monitored closely.

Our inspector will monitor the progress of the work and along with our CM, evaluate this against the approved baseline schedule and determine if there is a potential time impact.

Thorough and detailed inspection reports will be prepared and submitted. These reports will available to the project team in real time via our web-based project management software, CMIS. Reports will include site conditions, labor and equipment, material and bid quantities, work description, any geotechnical and material inspections, other agency visits/inspections, miscellaneous notes, and photos.

Our inspector will be equipped with a cell phone, tablet, and internet access and will stay in constant contact with our CM as well as City Staff, providing regular updates from the field. Any design issues will be brought to the attention of the CM and the design team along with recommendations and alternatives from the field for consideration.

Finally, our inspector will coordinate all required water quality testing; schedule and conduct final site walk throughs; prepare and monitor completion of preliminary and final punchlist items.

Geotechnical/Materials Testing and Deputy Inspection

Our CM and Inspection team has the benefit of having an in-house Geotechnical and Materials Testing Lab. This allows for a more cost-efficient and cost-effective completion of these services. Specifically, we have experience working with contractors to schedule the backfill and pavement restoration work efficiently which in turn allows for more streamlined deputy inspection and testing.

Our CM and Inspector will be in constant communication with our technicians and deputy inspectors. Any unforeseen conditions or design issues will be brought to the project team along with recommendations and alternatives for discussion and resolution.

Public Relations

The General Specifications and Special Provisions typically require that the contractor provide advance notification to all affected properties. We will ensure that the formatting and language of the notification is reviewed and approved by the City and that it is issued in a timely manner. If

necessary, our team has the expertise and experience to produce project notification or project flyers for distribution.

Our inspector will also ensure that verbal follow-ups are made prior to and during construction so as to minimize complaints. Indeed, all of our inspectors are adept at responding to public complaints and concerns. Our construction manager, who is also adept at responding to the public, will be available to assist in the fielding of and response to public calls.

Permit/Environmental Compliance

Prior to start of construction, we will ensure that all required encroachment permits are processed, including that of the City of Compton as well as any neighboring jurisdiction affected by the project.

Should a project Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) be required, we will follow up with the contractor to make sure these plans are submitted for approval in a timely manner. Once in construction our team is experienced in the implementation of BMPs and other required Water Quality controls, and will ensure that all requirements of the approved plans are met.

Progress Payments

We will create financial reports and project status reports to monitor the overall program delivery. Through these reports we will provide accurate, up-to-date information on project budgets, status of the design work, and potential project issues:

- Provide accurate, up-to-date information on project budgets, status of work, emerging project issues
- Provide up-to-date financial expenditures to assist the City regarding the burn rate on the project among various programmed phases, as well as the type of revenues being expended
- Implementation of the “checks and balances” monitoring of budgets. By creating reports, the “checks and balances” is achieved in several ways:
  - The Project Manager will verify accuracy of budget expenditures and make any needed corrections immediately
  - The City can review to double-check eligible expenditures are in line with the Council’s approved budgets
  - The Public Works Director can quickly examine the status and funding of the project

Monthly Status Reports

Our team will prepare and submit monthly status reports summarizing current status of the work, completed milestones, schedule look ahead, schedule issues and proposed recovery plans, change order status, change order projections; and, pending field issues and proposed solutions.

Site Safety

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

Drone Services

NV5’s UAS team plans to fly the M300RTK UAS platform carrying a 45 megapixel P1 3 band RGB sensor. HD video and imagery will be collected. UAS HD video will be flown at an approximate 45 degree angle both linear directions of the streets. HD imagery will be flown at an approximate .5 inch pixel resolution or better. Automated flight paths will be conducted with 60% sidelap and 80% frontlap. This procedure will allow for high redundancy in imagery as well as higher probability of capture if moving objects are obstructing the area of interests. This overlapping imagery collection method will also allow for the option to create orthoimagery from overlapping imagery. The orthoimagery created is scaled and will be geo-rectified if the processing option is contracted.

1. UAV Flight and Field Services shall be as follows:

    a. NV5 is assuming drone services shall be provided to document pre-construction conditions and postconstruction conditions.

    b. NV5 Geospatial will provide local base station operations during the UAs collection.

    c. NV5 Geospatial will conduct UAS Photogrammetry flights at .5 inch pixel resolution or better.

    d. NV5 Geospatial will collect HD video at an approximate 45 degree angle for both linear directions of the streets.
    e. NV5 Geospatial will collect Nadir UAS digital .Jpeg imagery at 60% sidelap and 80% frontlap.

Closeout (Final Walk-thru, As Builts, Project Completion)

For our team, the project closeout process starts during construction. Our inspector will keep a running preliminary punchlist and will work with the contractor to address

these items on an ongoing basis. This in turn, will help minimize the amount of punchlist items during final walk through. From an administrative standpoint, again, closeout starts during construction. Keeping organized and updated files throughout the duration of the construction contract facilitates the compilation and transmittal of accurate As-Builts and final closeout documents (such as Warranties, O and M Manuals) to City Staff.

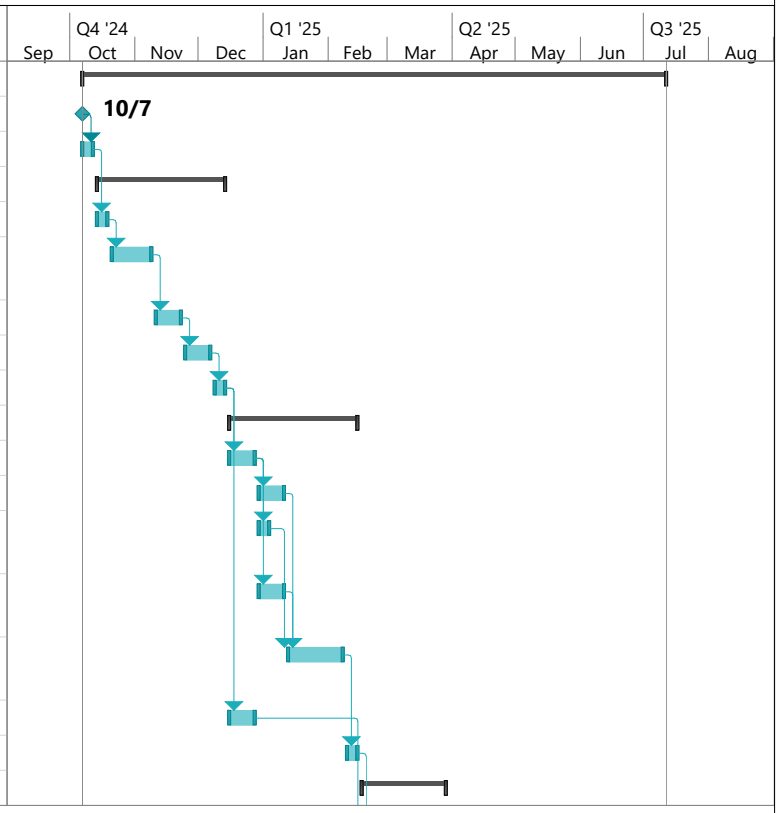
Our team will issue a notice of substantial completion to the contractor, coordinate the processing of contractor's final progress payment, follow up on the completion of all punchlist items, and once punchlist items are completed, follow up on the filing of the Notice of Completion. Once the filing period is over, we will work with the contractor and City staff to process the release of the contractor's retention.

Finally, our team will prepare a Project Completion report summarizing schedule, cost and any pertinent field issues for future reference.

Proposed Schedule of Work

City of Compton
Willmington Avenue Safe Streets Improvements

ID	Task Name	Duration	Start	Finish
1	**Duration**	**200 days**	**Mon 10/7/24**	**Fri 7/11/25**
2	NTP	0 edays	Mon 10/7/24	Mon 10/7/24
3	Mobilize	5 days	Mon 10/7/24	Fri 10/11/24
4	**Median Improvements**	**45 days**	**Mon 10/14/24**	**Fri 12/13/24**
5	Set up Traffic Control	5 days	Mon 10/14/24	Fri 10/18/24
6	Removals/Subgrade Preparation/CMB	15 days	Mon 10/21/24	Fri 11/8/24
7	Median Curb	10 days	Mon 11/11/24	Fri 11/22/24
8	Median Irrigation	10 days	Mon 11/25/24	Fri 12/6/24
9	Median Backfill	5 days	Mon 12/9/24	Fri 12/13/24
10	**Parkway Improvements**	**45 days**	**Mon 12/16/24**	**Fri 2/14/25**
11	Removals/Subgrade Prep	10 days	Mon 12/16/24	Fri 12/27/24
12	Parkway Irrigation UG	10 days	Mon 12/30/24	Fri 1/10/25
13	Pedestrian Lighting UG/Foundations	5 days	Mon 12/30/24	Fri 1/3/25
14	Traffic Signal Modification UG/Foundations	10 days	Mon 12/30/24	Fri 1/10/25
15	PCC Pave - Sidewalk, DWY, C and G, ADA Ramps	20 days	Mon 1/13/25	Fri 2/7/25
16	Railroad Removal/PCC Pad	10 days	Mon 12/16/24	Fri 12/27/24
17	PCC Bus Pads	5 days	Mon 2/10/25	Fri 2/14/25
18	**Outside Lane Improvements**	**30 days**	**Mon 2/17/25**	**Fri 3/28/25**



Project: Compton Willmington
Date: Wed 8/21/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

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Fee

Per the RFP requirements, the Fee has been submitted in a separate, sealed envelope.

Consultant's Use of DBE Firms

NV5 does not propose the use of a DBE firm in this proposal.