

**CITY OF MONTCLAIR  
AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,  
MONTCLAIR HOUSING CORPORATION, MONTCLAIR  
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY  
FOUNDATION MEETINGS**

To be held in the Council Chambers  
5111 Benito Street, Montclair, California

January 22, 2019

7:00 p.m.

*As a courtesy, please silence your cell phones and other electronic devices while the meeting is in session.*

*Persons wishing to speak on an agenda item, including closed session items, are requested to complete a yellow Speaker Information Card located at the entrance of the Council Chambers and present it to the City Clerk prior to consideration of the item. The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a card at the time of the item's consideration by the City Council/Board of Directors/Commissioners, and speakers may approach the podium to provide comments on the item at that time.*

*Audio recordings of the CC/SA/MHC/MHA/MCF meetings are available on the City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and can be accessed by the end of the next business day following the meeting.*

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],  
Montclair Housing Corporation Board [MHC],  
Montclair Housing Authority Commission [MHA],  
Montclair Community Foundation Board [MCF]

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Community Activities Commission Military Banner Presentation

**VI. PUBLIC HEARINGS** — None

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**VII. PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (Government Code Section 54954.3)*

*Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of, or taking action on items not listed on the agenda.*

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

1. Special City Council Meeting — December 10, 2018 [CC]
2. Regular Joint Meeting — December 17, 2018 [CC/SA/MHC/MHA/MCF]
3. Regular Joint Meeting — January 7, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 4
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 5
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8. Consider Approval of Warrant Register [MHA]	11
9. Consider Setting a Public Hearing to be Held on Monday, February 4, 2019, At 7:00 P.M. in the City Council Chambers to Consider Ordinance No. 19-981 Updating Section 8.32.010 of the Montclair Municipal Code Related to Maximum Speed Limits in the City [CC]	12
10. Consider Authorizing a \$7,535 Appropriation from the Federal Asset Forfeiture Fund for the Purchase of Redaction Software and Associated Computer to Facilitate Compliance with Public Records Requests [CC]	16
11. Consider Receiving and Filing Annual Reports from Independent Auditing Firm for the City of Montclair and the Successor Agency for the City of Montclair Redevelopment Agency [CC/SA]	18
<b>C. Agreements</b>	
1. Consider Rejecting Bid Proposal from St. George Groupe for the City of Montclair Council Chambers Remodel Project [CC]	
Consider Award of Contract for the City of Montclair Council Chambers Remodel Project to R Dependable Construction, Inc., in the Amount of \$287,000 [CC]	
Consider Approval of Agreement No. 19-05 with R Dependable Construction, Inc., for Construction of the City of Montclair Council Chambers Remodel Project [CC]	
Consider Authorization of a \$30,000 Construction Contingency [CC]	20
2. Consider Approval of Agreement No. 19-06, Amendment No. 2 to Agreement No. 18-42 with Catering Systems, Inc., to Provide Meals for the City’s Senior Citizen Nutrition Program [CC]	27
3. Consider Approval of Agreement No. 19-08 with PlanetBids for Bid Management Services [CC]	
Consider Authorizing a \$7,875 Appropriation from the Contingency Reserve Fund for Costs Related to Agreement No. 19-08 with PlanetBids [CC]	30
4. Consider Approval of Agreement No. 19-09 with Caltrans, a Delegated Maintenance Agreement for Trash Removal at Montclair Transcenter [CC]	41
5. Consider Approval of Agreement No. 19-10 with Biggs Cardosa Associates, Inc., for Construction Management Services Associated with the Central Avenue Street Rehabilitation Project Phase I [CC]	47
<b>D. Resolutions</b>	
1. Consider Adoption of Resolution No. 19-3226 Declaring the Need for Emergency Contracting Procedures and Floor Restoration in the Community Center Gymnasium [CC]	
Consider Authorizing a \$20,000 Appropriation from the Contingency Fund for Floor Restoration in the Community Center Gymnasium [CC]	98
<b>IX. PULLED CONSENT CALENDAR ITEMS</b>	
<b>X. BUSINESS ITEMS</b>	

- A. Consider Making an Appointment to Fill the Vacancy on the City Council for a Term Ending in December 2020 [CC] 101
- B. Consider Approving an Application and Interview Process to Facilitate Filling, by Appointment, a Vacancy on the Montclair City Council [CC] 102

**XI. RESPONSE — None**

**XII. COMMUNICATIONS**

- A. City Department Reports — None
- B. City Attorney
  - 1. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations
    - Property:* 9030 Fremont Ave., Montclair (APN 1008-163-12-0000)
    - Negotiating Parties:* City of Montclair and Ya Lin Liu/Jian Chen
    - City Negotiator:* Edward C. Starr, City Manager
    - Under Negotiation:* Recommendations Regarding Purchase Price
  - 2. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations
    - Property:* 9070 Fremont Ave., Montclair (APN 1008-163-16-0000)
    - Negotiating Parties:* City of Montclair and Don S. Angelo
    - City Negotiator:* Edward C. Starr, City Manager
    - Under Negotiation:* Recommendations Regarding Purchase Price
  - 3. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations
    - Property:* 5072 Moreno St., Montclair (APN 1008-163-19-0000)
    - Negotiating Parties:* City of Montclair and Dolores Casas Fimbres
    - City Negotiator:* Edward C. Starr, City Manager
    - Under Negotiation:* Recommendations Regarding Purchase Price
- C. City Manager/Executive Director
- D. Mayor/Chairperson
  - 1. Announcement of Upcoming General Plan Focus Group Meetings
  - 2. Announcement of Vacancy on the Community Activities Commission
- E. Council/SA Board/MHC Board/MHA Commission/MCF Board
- F. Committee Meeting Minutes *(for informational purposes only)*
  - 1. Personnel Committee Meeting— January 7, 2019 [CC] 106

**XIII. CLOSED SESSION**

**XIV. CLOSED SESSION ANNOUNCEMENTS**

**XV. ADJOURNMENT**

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, February 4, 2019, at 7:00 p.m. in the Council Chambers.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Andrea M. Phillips, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall, 5111, Benito Street on January 17, 2019.*



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2018.

**FISCAL IMPACT:** Routine—report of City's cash and investments.

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending December 31, 2018.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS./FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. PHILLIPS/L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated January 22, 2019; and the Payroll Documentation dated January 6, 2019; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated January 22, 2019, totals \$1,365,661.82; and the Payroll Documentation dated January 6, 2019, totals \$560,144.50 gross, with \$388,728.01 net being the total cash disbursement.

**RECOMMENDATION:** Staff recommends the City Council approve the above-referenced Warrant Register and Payroll Documentation.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	SUCCESSOR RDA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending December 31, 2018.

**FISCAL IMPACT:** Routine—report of the Agency's cash.

**RECOMMENDATION:** Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending December 31, 2018.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	SUCCESSOR RDA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 12.01.18–12.31.18 in the amounts of \$6,496.88 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

**FISCAL IMPACT:** Routine—report of Agency's obligations.

**RECOMMENDATION:** Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending December 31, 2018.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2018.

**FISCAL IMPACT:** Routine—report of the Montclair Housing Corporation's cash and investments.

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending December 31, 2018.





# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 12.01.18-12.31.18 in the amount of \$64,076.52 for the Montclair Housing Corporation and finds it to be in order.

**FISCAL IMPACT:** Routine—report of Montclair Housing Corporation's obligations.

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending December 31, 2018.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2018.

**FISCAL IMPACT:** Routine—report of the Montclair Housing Authority's cash.

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending December 31, 2018.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2018, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 12.01.18-12.31.18 in the amount of \$18,651.68 for the Montclair Housing Authority and finds it to be in order.

**FISCAL IMPACT:** Routine—report of Montclair Housing Authority's obligations.

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending December 31, 2018.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	TRC625
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	9	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER SETTING A PUBLIC HEARING TO BE HELD ON MONDAY, FEBRUARY 4, 2019, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS TO CONSIDER ORDINANCE NO. 19-981 UPDATING SECTION 8.32.010 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO MAXIMUM SPEED LIMITS IN THE CITY		

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**REASON FOR CONSIDERATION:** The California Motor Vehicle Code allows cities to set speed limits on city streets, subject to the process set forth in that Code. Speed limits must be determined by traffic engineering speed surveys and must be redone periodically. Once a speed survey has been completed, the City may set the speed limits by adopting an ordinance. Ordinances require public hearings and adoption by the City Council.

**BACKGROUND:** The City last performed a citywide speed survey in 2011 and adopted Ordinance No. 11-925 amending Section 8.32.010 of the Montclair Municipal Code relating to maximum speed limits. In 2014, it was discovered that Howard Street was not included in the list of streets surveyed at that time. Therefore, a special survey was conducted between 2014 and 2015 in order to provide proper speed enforcement on Howard Street. Ordinance No. 15-954 was adopted, replacing section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits in the City.

Under California law, the maximum speed limit in urban areas is 55 miles per hour (MPH) on 2-lane undivided roads and 65 MPH on divided or multi-lane roads. All other speed limits are prima facie limits, which are considered by law to be safe and prudent under normal conditions. Certain prima facie limits are established by state law, including the 25 mile per hour speed limit in business and residential districts; the 25 mile per hour speed limit in school zones when children are present; and the 15 mile per hour speed limit in alleys and at uncontrolled intersections and railroad crossings where visibility is very limited. These speed limits do not need to be posted to be enforced.

All other speed limits between 25 and 65 MPH are established on the basis of traffic engineering surveys and adopted by ordinance by the City Council. These surveys include an analysis of roadway conditions, accident records, and a sampling of the prevailing speed of traffic. Speed limits are generally considered safe and reasonable when they are set equal to or slightly below the speed at which 85 percent of the drivers drive. Traffic flowing at uniform speeds results in increased safety and fewer accidents. Drivers are less impatient, pass less often, and tailgate less, which reduces both head-on and rear-end collisions.

Most drivers can be relied upon to behave in a reasonable manner as they go about their daily driving routines. Many existing laws reflect observation of the way reasonable people behave under most circumstances. Traffic regulations are also based upon observations of the behavior of groups of motorists under various conditions. Generally speaking, traffic laws that reflect the behavior of the majority of motorists are found to be successful. Laws that arbitrarily restrict the majority of drivers tend to encourage disrespect, lack of public support, and other wholesale violations of the law. This is especially true when establishing speed limits.

The posting of the appropriate speed limit also simplifies the job of traffic enforcement officers. Most traffic is voluntarily moving at or near the posted speed. Blatant speeders are easily spotted, safe drivers are not penalized, and patrol officers are not asked to enforce and defend unrealistic and arbitrary speed limits.

In accordance with the Motor Vehicle Code, the 2018 Speed Survey Study for the City of Montclair was conducted between September 2017 and December 2018. Radar speed checks were performed by Montclair Police Department personnel.

Based on the traffic engineering speed survey and analysis, all existing speed limits in the City will remain the same. The only changes to result from the speed survey are the limits of the Central Avenue and Mills Avenue segments. Central Avenue will now be divided from north City limits to Holt Boulevard and from Holt Boulevard to Phillips Boulevard. Central Avenue was previously divided by Mission Boulevard for the purpose of speed limits. Mills Avenue will now be divided from Moreno Street to San Bernardino Street and from San Bernardino Street to the Union Pacific Railroad tracks. Mills Avenue was previously divided by San José Street for the purpose of speed limits.

**FISCAL IMPACT:** The cost to advertise a Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 19-981 should not exceed \$500.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing to be held on Monday, February 4, 2019, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 19-981 updating Section 8.32.010 of the Montclair Municipal Code related to maximum speed limits in the City.

ORDINANCE NO. 19-981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR REPLACING SECTION 8.32.010 OF TITLE 8 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO MAXIMUM SPEED LIMITS

THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:

**Section 1: Amendment to Code.** Section 8.32.010 of Title 8 of the Montclair Municipal Code is hereby replaced with the following:

8.32.010 Prima facie speed limits on certain streets

The City Council of the City of Montclair determines and declares, upon the basis of engineering and traffic surveys made on or after September 2017, which surveys are public records on file in the offices of the Engineering Division of the Public Works Department of the City, that the prima facie speed limits specified in those sections are reasonable, safe, and most appropriate to facilitate the orderly movement of traffic upon the streets and portions of streets specified in those sections, which streets and portions of streets would otherwise be subject to the prima facie speed limits established in the California Vehicle Code.

These prima facie speed limits shall be effective when appropriate signs giving notice thereof are erected upon the streets and portions of streets to which they pertain.

The provisions of this article shall not apply to any twenty-five (25) mile per hour prima facie speed limit which is applicable when passing a school or the grounds thereof.

Name of Street or Portion of Street Affected	Declared Prima Facie Speed Limit (miles per hour)
1. Arrow Highway, from the west City Limits to Benson Avenue	45 miles per hour
2. Benito Street, from Mills Avenue to Benson Avenue	35 miles per hour
3. Benson Avenue, from north City Limits to Moreno Street	40 miles per hour
4. Benson Avenue, from Moreno Street to UPRR tracks	35 miles per hour
5. Brooks Street, from Silicon Avenue to Benson Avenue	40 miles per hour
6. Central Avenue, from the north City Limits to Holt Boulevard	40 miles per hour
7. Central Avenue, from Holt Boulevard to Phillips Boulevard	45 miles per hour
8. Fremont Avenue, from Arrow Highway to Moreno Street	40 miles per hour
9. Fremont Avenue, from State Street to Mission Boulevard	35 miles per hour
10. Fremont Avenue, from Mission Boulevard to Phillips Boulevard	30 miles per hour
11. Holt Boulevard, from Mills Avenue to Benson Avenue	45 miles per hour
12. Howard Street, from Pipeline Avenue to Central Avenue	35 miles per hour
13. Kingsley Street, from Mills Avenue to Benson Avenue	35 miles per hour
14. Mills Avenue, from Moreno Street to the San Bernardino Street	40 miles per hour
15. Mills Avenue, from San Bernardino Street to the UPRR tracks	45 miles per hour
16. Mission Boulevard, from the west City Limits to Central Avenue	45 miles per hour
17. Monte Vista Avenue, from north City Limits to Arrow Highway	45 miles per hour
18. Monte Vista Avenue, from Arrow Highway to San Bernardino Street	40 miles per hour
19. Monte Vista Avenue, from San Bernardino Street to Holt Boulevard	35 miles per hour

Name of Street or Portion of Street Affected	Declared Prima Facie Speed Limit (miles per hour)
20. Monte Vista Avenue, from Holt Boulevard to Phillips Boulevard	40 miles per hour
21. Moreno Street, from Mills Avenue to Monte Vista Avenue	35 miles per hour
22. Moreno Street, from Monte Vista Avenue to Benson Avenue	40 miles per hour
23. Orchard Street, from Mills Avenue to Benson Avenue	40 miles per hour
24. Palo Verde Street, from Mills Avenue to Helena Avenue	40 miles per hour
25. Palo Verde Street, from Monte Vista Avenue to Central Avenue	40 miles per hour
26. Palo Verde Street, from Central Avenue to Benson Avenue	35 miles per hour
27. Ramona Avenue, from Palo Verde Street to Holt Boulevard	35 miles per hour
28. Ramona Avenue, from Holt Boulevard to Phillips Boulevard	40 miles per hour
29. Richton Street, from Monte Vista Avenue to Central Avenue	40 miles per hour
30. San Bernardino Street, from Mills Avenue to Benson Avenue	40 miles per hour
31. San José Street, from Mills Avenue to Monte Vista Avenue	35 miles per hour
32. San José Street, from Central Avenue to Benson Avenue	35 miles per hour
33. State Street, from the west City Limits to Benson Avenue	45 miles per hour

**Section 2: Validity.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**Section 3: Publication.** The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

**APPROVED AND ADOPTED** this XX day of XX, 2019.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 19-981 of said City, which was introduced at a regular meeting of the City Council held on the 1st day of October, 2018, and finally passed not less than five (5) days thereafter on the XX day of XX, 2018, by the following vote, to-wit:

AYES: XX  
 NOES: XX  
 ABSTAIN: XX  
 ABSENT: XX

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk



# AGENDA REPORT

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**DATE:** JANUARY 22, 2019

**FILE I.D.:** PDT360

**SECTION:** ADMIN. REPORTS

**DEPT.:** POLICE

**ITEM NO.:** 10

**PREPARER:** B. KUMANSKI

**SUBJECT:** CONSIDER AUTHORIZING A \$7,535 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND FOR THE PURCHASE OF REDACTION SOFTWARE AND ASSOCIATED COMPUTER TO FACILITATE COMPLIANCE WITH PUBLIC RECORDS REQUESTS

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**REASON FOR CONSIDERATION:** Recent changes to California law require the release of certain Police documents and records, including audio and video recordings, in response to a public records request. The City Council is requested to consider authorizing the appropriation of \$7,535 from the Federal Asset Forfeiture Fund to purchase redaction software and a computer meeting the specifications to effectively utilize the software.

**BACKGROUND:** Effective January 1, 2019, changes to California State Law expand on and require the release of certain Police records, documents, and files as they pertain to specific types of incidents and conduct, in response to a public records request (SB 1421). These incidents include discharge of an officer's firearm at a person, use of force resulting in great bodily injury or death; sustained findings of an officer engaged in sexual assault; and sustained findings of officer dishonesty related to reporting, investigation, or prosecution of a crime. All records and files, including any recorded Mobile Audio/Video (MAV) and audio recordings, 911 calls, and recorded radio traffic are potentially subject to disclosure and release.

To protect the involved parties, certain redactions can be made prior to the release of these items. These include faces, names, and personal identifying information of witnesses and victims, audio portions of interviews, confidential medical information, confidential witnesses or undercover officers, and, in certain circumstances, the personal information of the involved officers can be redacted. In order to redact video, special software is needed that can isolate selected faces and effectively redact the video without distorting the remainder. Most of the video evidence the Department utilizes is generated by its Mobile Audio/Video system deployed in the patrol cars by Watchguard. Currently, the only redaction software supported by and approved for use with their video files is REDACTIVE. REDACTIVE has been designed to integrate with Watchguard's Evidence Library management software, which the Department is currently using. Although other redaction software solutions may potentially work with Evidence Library's exported files, none are supported, and associated issues would not be supported by our existing service contract with Watchguard.

In addition to being supported for use with Evidence Library, REDACTIVE is file-agnostic and is capable of performing redactions of other digital files such as our belt recordings, building surveillance video files, dispatch 911 and radio calls, and any other video file we acquire during the course of an investigation, so long as it follows industry compression and codec standards. This ancillary use expands the software's usefulness and value beyond the original Watchguard redaction capabilities.



To ensure the forensic integrity of the original video files, REDACTIVE operates as separate software which communicates with Watchguard Evidence Library on a separate machine, isolated from the source storage. As manipulation of high-definition video files requires significant processing power to be done effectively, hardware recommendations are provided by Watchguard to ensure the software performs as expected. Watchguard provided the Department with a 30-day trial to test the software for integration and ease of use. For testing purposes, it was installed on an existing computer which did not meet the minimum specifications. It was found to be easy to use and stable with existing Watchguard Evidence Library software, although predictably much slower on the test computer.

Watchguard's quoted purchase of an Enterprise license (can be used on any workstation) is \$3,995. Three years of software maintenance was quoted as \$2,250. Maintenance includes any support, updates, and remote service calls, as needed. Should the Department choose to not renew the maintenance contract after three years, the software license will continue to function, but would no longer be supported and would no longer receive updates. Although Watchguard could quote a computer for use with the software, staff determined our own Information Technology personnel could quote a machine with sufficient capability which meets the hardware requirements at a significant cost savings. Staff identified an HP EliteDesk computer to meet the software requirements, purchased from newegg.com, which the City has a business account with. The cost of the HP EliteDesk is \$1,289.94, inclusive of tax and shipping.

**FISCAL IMPACT:** If authorized by the City Council, funding for the purchase of redaction software and associated computer would result in an expenditure of \$7,534.94 from Federal Asset Forfeiture Fund 1144. There would be no financial impact to the City's General Fund related to this event.

**RECOMMENDATION:** Staff recommends the City Council authorize the appropriation of \$7,535 from the Federal Asset Forfeiture Fund for the purchase of redaction software and associated computer to facilitate compliance with public records requests.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	FIN100/130
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE/SUCCESSOR RDA
<b>ITEM NO.:</b>	11	<b>PREPARER:</b>	D. PARKER
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING ANNUAL REPORTS FROM INDEPENDENT AUDITING FIRM FOR THE CITY OF MONTCLAIR AND THE SUCCESSOR AGENCY FOR THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY		

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**REASON FOR CONSIDERATION:** Though not required by law, in order to provide more transparency and documentation, the City Council and Successor Agency Board are requested to receive and file the annual reports prepared by the City's independent auditing firm and a compliance audit performed by Measure I auditors.

Copies of the full reports are provided in the City Council's Agenda Packet for review.

**BACKGROUND:** The City of Montclair has engaged the auditing firm of Van Lant & Fankhanel, LLP, Certified Public Accountants (City Auditors) to perform independent audit of its financial transaction and to conduct other reviews required by law. Attached for City Council's information are hard copies of the reports issued by this firm which are discussed in detail below.

The results of these engagements and the reports associated with them are as follows:

- Financial audit of the City of Montclair for the fiscal year ended June 30, 2018 which contains financial statements covering City operations. The financial statements presented in this report received an unqualified opinion from the auditing firm.
- Audit Communication Regarding Conduct of Audit – This letter provides information on the conduct of the audit. The auditor's indicated:
  - All significant transactions have been recognized in the financial statements in the proper period.
  - They encountered no significant difficulties in dealing with management in performing and completing their audit.
  - Any misstatements noted were corrected by management.
  - No disagreements with management arose during the course of the audit.
- Report on Internal Control over Financial Reporting and on Compliance and Other Matters. This report covers deficiencies and weaknesses in internal control that could cause material misstatements. No deficiencies were noted by the auditors.

- Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheets. This is a set of procedures performed on the City's Gann Appropriation Limit as required by State Law. No findings were noted in the performance of these procedures.
- Successor Agency - Bonding Requirement Financial Disclosure Financial Statements - This is a special purpose audit covering only those operations of the Successor Agency (prior redevelopment agency) that affect bond issues. Prior to the elimination of redevelopment there was a separate financial audit performed and that was required as part of our continuing disclosure requirement for those bond issues. That audit was eliminated in the dissolution process and we now prepare this special report to comply with those disclosure requirements. This report gives the bond community specific information on the transactions associated with those bonds. To the best of staff's knowledge, we are the only successor agency that prepares this type of disclosure. For the fiscal year ended June 30, 2018, all of the continuing disclosure reporting requirements were completed, within the prescribed time limits.

The financial audits of the City and the special audit of the Successor Agency were completed prior to the end of the calendar year. No management comments have been made by the City Auditors to the City indicating any policies and/or procedures that they would like to see improved.

Additionally, as required by Measure I, independent auditors are engaged by the San Bernardino County Transportation Authority to annually perform a financial and compliance audit of the City of Montclair's Measure I fund. This audit is to include a computation of Maintenance of Effort. For Fiscal Year 2017-2018 this audit was performed by Vavrinek, Trine, Day & Co., LLP, Certified Public Accountants, and their report is attached. The Measure I Fund received an unqualified financial statement opinion and no noncompliance was noted. The Maintenance of Effort computation, which compares general city street and highway expenditures against an annual base requirement, indicated that the City of Montclair has exceeded its cumulative Maintenance of Effort requirement by \$4,835,167.

**FISCAL IMPACT:** There is no fiscal impact in receiving and filing the reports provided by the City and Measure I Auditors.

**RECOMMENDATION:** Staff recommends that the City Council and the Board of Directors of the Successor Agency for the City of Montclair Redevelopment Agency approve receiving and filing reports from the City and Measure I Auditors.



Following the bid opening, all proposals were reviewed for completeness and accuracy. The low bid proposal received from St. George Group was accurate, but deemed non-responsive with respect to California Labor Codes and self-performance requirements. The project was advertised with language pursuant with Division 2, Part 7, Chapter 1 of the California Labor Code requiring all contractors and sub-contractors be registered with California Department of Industrial Relations (DIR) prior to bidding on Public Works Projects. The bid proposal received from St. George Groupe included a sub-contractor that is not registered with DIR, ultimately deeming them ineligible to work on Public Works Projects. The bid proposal included one additional grave error; per Standard Specifications for Public Works Construction, commonly referred to as the "Greenbook", the general contractor is required to self-perform fifty percent of all non-specialty trades. Based on the bidder's proposal, St. George Group did not meet the fifty percent requirement.

The second bid proposal submitted by R Dependable Construction, Inc., was reviewed and found complete and accurate, deeming R Dependable Construction, Inc. the lowest responsible and responsive bid. R Dependable Construction, Inc. has never performed work for the City; however, following a thorough reference check, R Dependable Construction, Inc., is known to be professional and have the experience and equipment necessary to complete the project.

**FISCAL IMPACT:** There would be no fiscal impact to the City's General Fund as the City of Montclair Council Chambers Remodel Project is funded with Lease Revenue Bond Proceeds.

**RECOMMENDATION:** Staff recommends the City Council take the following actions in relation to the City of Montclair Council Chambers Remodel Project:

1. Reject bid proposal for the Project from St. George Groupe.
2. Award a contract for the Project to R Dependable Construction, Inc., in the amount of \$287,000.
3. Approve Agreement No. 19-05 with R Dependable Construction, Inc., for construction of the Project.
4. Authorize a \$30,000 construction contingency for the Project.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **R DEPENDABLE CONSTRUCTION, INC., a CORPORATION**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

**A. Recitals.**

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:
- (iv)

**CITY OF MONTCLAIR COUNCIL CHAMBERS REMODEL PROJECT**

"PROJECT" hereinafter.

**B. Resolution.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher,

## AGREEMENT

for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. GOVERNING LAW: The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

5. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of §3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

**"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."**

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.

## AGREEMENT

- (5) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
  - (6) Automobile - Property Damage \$500,000 each accident.
  - c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
    - (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
    - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
  - d. Each such policy of insurance provided for in paragraph b. shall:
    - (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
    - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
    - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
    - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
    - (5) Otherwise be in form satisfactory to CITY.
  - e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.
6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the



## AGREEMENT

materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

**AGREEMENT**

7. **NONDISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

8. **INELIGIBLE SUBCONTRACTORS:** The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

9. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **November 15, 2018**.

10. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR

CITY

**R DEPENDABLE CONSTRUCTION, INC.**  
1019 W. 3<sup>rd</sup> Street  
San Bernardino, CA 92410

**CITY OF MONTLAIR, CALIFORNIA**

By: \_\_\_\_\_

\_\_\_\_\_  
Javier "John" Dutrey  
Mayor

\_\_\_\_\_  
Title

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	HSV105
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-06, AMENDMENT NO. 2 TO AGREEMENT NO. 18-42 WITH CATERING SYSTEMS, INC., TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 19-06, Amendment No. 2 to Agreement No. 18-42 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition program.

**BACKGROUND:** On June 6, 2016, the City Council approved Agreement No. 16-46 with the San Bernardino County Department of Aging and Adult Services (DAAS) to provide a Senior Citizen Nutrition Program for participants aged 60 and over at the Montclair Senior Center from July 1, 2016 – June 30, 2019. The Human Services Department is managing and operating the nutrition program with grant funds awarded by DAAS.

On June 18, 2018, City Council approved Agreement No. 18-42, a subcontract with Catering Systems, Inc., to provide meals for the Senior Nutrition program from July 1, 2018 – September 30, 2018. Amendment No. 1 to this agreement was approved by the City Council on September 17, 2018 extending the term of the agreement through January 31, 2019. The purpose of the initial three-month agreement was to allow City staff enough time to contact other meal service providers to bring a revised contract for City Council's consideration. City Staff have had difficulty in finding other meal providers that serve high quality food and that will work within the DAAS requirements. Staff requested recommendations for meal providers from DAAS and unfortunately, they were unable to recommend a caterer that could meet the City's needs. More time was needed to continue to research alternative providers and cost. This additional research has led to the same conclusion. Other providers are significantly higher in cost and subjectively lower in quality.

In order to maintain the current program standards, Human Services is recommending that the City continue with Catering Systems, Inc. for the remainder of Fiscal Year 2018/2019. In addition, it is recommended that the subcontracted price per meal be increased from \$4.15 per meal to \$4.40 per meal. This incremental increase is still far lower than the \$5.40 per meal the subcontractor charges other programs and remains lower than quotes staff have obtained from other catered food providers.

Should the Council approve Agreement No. 19-06, Catering Systems, Inc. would continue to deliver prepared meals every weekday until June 30, 2019. On February 1, 2019, the price per meal will increase to \$4.40. The funding for the meal cost will continue to be paid through participant donations and grant funding received from DAAS under Agreement No. 16-46.

**FISCAL IMPACT:** There will be no fiscal impact to the General Fund as a result of this amended agreement. Senior Nutrition program costs will continue to be operationally managed by Human Services staff and will be funded by a combination of participant donations and DAAS grant funding.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-06, with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition Program.

**FOOD SERVICE AGREEMENT**

Agreement No. 19-06 is hereby revised as follows:

- a) Effective February 1, 2019, Subcontractor’s price per meal shall increase from \$4.15 to \$4.40.
- b) Section 4 is hereby revised as follows:

**Section 4. Time of Performance**

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019, provided that said term is subject to the provisions of Section 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of Federal funds through the County.

There are 250 serving days during the term of this agreement including the following holidays and special occasions:

- Independence Day - July 4, 2018
- Labor Day - September 3, 2018
- Veterans Day - November 10, 2018
- Thanksgiving (two days) - November 23 and 24, 2018
- Christmas Day - December 25, 2018
- New Year's Day - January 1, 2019
- Martin Luther King, Jr. Day - January 21, 2019
- Presidents’ Day - February 18, 2019
- Memorial Day - May 27, 2019

All other terms and conditions shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement as of January 22, 2019.

**Subcontractor:**

**City:**

**CATERING SYSTEMS, INC.**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
**Lordwin Dsouza**

\_\_\_\_\_  
**Javier “John” Dutrey**  
**Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Andrea M. Phillips**  
**City Clerk**

\_\_\_\_\_  
**Date**  
**29**



The total cost of Agreement No. 19-08 for five years is \$26,727.47. Agreement No. 19-08 will be funded from the General Fund.

**RECOMMENDATION:** Staff recommends the City Council take the following actions:

1. Approve Agreement No. 19-08 with PlanetBids for bid management services.
2. Authorize a \$7,875 appropriation from the Contingency Reserve Fund for costs related to Agreement No. 19-08 with PlanetBids.



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**PB System™  
SUPPORT SERVICES AGREEMENT**

This SERVICE SUPPORT AGREEMENT, which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 22<sup>nd</sup> day of January 2019, by and between PLANETBIDS, INC., a California corporation, (“PlanetBids”) and the following customer (“Customer”) for the period from 02-08-19 to 02-07-24:

Customer Name:	<u>City of Montclair</u>
Street Address	<u>5111 Benito Street</u>
City, State ZIP	<u>Montclair, CA 91763</u>
Department:	<u>Public Works/Engineering</u>
Principal Contact:	<u>Noel Castillo</u>
Title:	<u>Public Works Director/City Engineer</u>
Phone & Email:	<u>909.625-9441, ncastillo@cityofmontclair.org</u>
Method of Payment:	<u>Net 30 days (from final execution date of Agreement)</u>

**THEREFORE**, PlanetBids and the Customer agree as follows:

**1. PlanetBids Services.** Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement.

a) “Services” shall include the following: 1) use of the PlanetBids PB System™ Vendor Management and Bid Management modules for the purpose of vendor registration, posting and tracking Bid Requests and other information on Customer’s website or private internet network, 2) for one (1) licensed user access to and use of the PB System™ by the Public Works/Engineering Department, 3) for one (1) Read-Only user license access to the PB System™ modules outlined in this Agreement, 4) Customer has option, to processing and distributing Bid Requests to additionally available PlanetBids suppliers within their selected categories at no additional cost.

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer’s website. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week,



excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or sorted on the PB System™.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all improvements, amendments and/or optional services as they appear.

**PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.**

**2. Fees and Payments.**

a) **Support Fees.** Customer agrees to pay PlanetBids a total of \$7,875.00 for Year 1. The fees for Year 2, Year 3, Year 4 and Year 5 are as outlined in Table (A) below:

- 1) **Set-Up Fee.** Customer shall pay a onetime set-up fee of \$3,500 for the PB System™ modules outlined in Table (A). Set-up applies to the PB System™ Vendor and Bid management for the installation, customization and testing of the PB System™ portal link to Customer’s website, plus administrator set-up and one-time online user training for up to the number of user licenses and additional modules as outlined in this Agreement and Exhibit “A”.
- 2) **Service Fee Payment.** Customer agrees to pay for the use of the PB System™ modules; a service fee of \$4,375.00 for Year 1 of this Agreement, and the fees for each Year 2 and Year 3 as outlined in Table (A). A fee increase of three (3) percent applies upon renewal each year, for Year 2, Year 3, Year 4 and Year 5 as outlined in Table (A).

Table (A)

PB System™ MODULES	SETUP	YEAR 1 2019-2020	YEAR 2 2020-2021	YEAR 3 2021-2022	YEAR 4 2022-2023	YEAR 4 2023-2024
Vendor Management & Bid Management (1 user license)	\$ 3,500.00	\$ 3,875.00	\$ 3,991.25	\$ 4,110.99	\$ 4,234.32	\$ 4,361.35
Read-Only (1 user license)	\$ 0.00	\$ 500.00	\$ 515.00	\$ 530.45	\$ 546.36	\$ 562.75
<b>Sub-Total</b>	\$ 3,500.00	\$ 4,375.00	\$ 4,506.25	\$ 4,641.44	\$ 4,780.68	\$ 4,924.10
<b>TOTAL</b>	<b>\$ 7,875.00</b>		<b>\$ 4,506.25</b>	<b>\$ 4,641.44</b>	<b>\$ 4,780.68</b>	<b>\$ 4,924.10</b>

b) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services:

- 1) Special customization work -up shall be provided at PlanetBids’ current standard rates pursuant to an estimate provided by PlanetBids.

- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available as of today at \$500.00, for up to 2 hours online, or a rate of \$1,875.00 for up to 4 hours onsite per class plus reasonable travel, living and parking expenses of the instructor, as applicable.
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up copy of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$125.00 per hour.

c) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to [alan@planetbids.com](mailto:alan@planetbids.com) or mailed to the following address;

PlanetBids, Inc.  
5850 Canoga Avenue, Suite 301  
Woodland Hills, CA 91367  
Attn: Alan Zavian

### 3. Use of Services.

a) PlanetBids is not responsible for the content and/or transactions on Customer's website. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operating policies and terminate this Agreement.

1) PlanetBids shall have the right to impose from time to time reasonable rules and regulations regarding the use of the Services. Customer agrees to comply with all such rules and regulations and with applicable laws, ordinances and regulations related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

3) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

4) In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

5) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

c) THE SERVICES ARE PROVIDED "AS IS." PLANETBIDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK. FURTHER, PLANETBIDS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE SERVICES OR SITES LINKED THERETO.

d) PlanetBids does not at any time come into possession of the products or services acquired through the Services and is not aware of the specific use to which those items will be put. In using the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates harmless from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of, or in any way connected with, Bid Requests and uncompleted or completed transactions related to the Services.

#### **4. Termination.**

a) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

b) Termination Other Than For Cause. Customer may terminate this Agreement without cause by giving PlanetBids no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for Year 1, Year 2, Year 3, Year 4 and Year 5 of this Agreement that first occurs following the end of the foregoing notice period each consecutive year. PlanetBids shall have no obligation to refund or prorate any fees or charges paid by Customer.

**5. Confidentiality.** PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications

directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids. Further, PlanetBids will have the right to use any Customer's name in connection with the advertising or promotion of the Services.

**6. Copyright Protection.** The PB System™ and all materials appearing on the PlanetBids website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to [customerservice@PlanetBids.com](mailto:customerservice@PlanetBids.com). Permission to use shall be granted in the sole discretion of PlanetBids.

## **7. Security.**

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. Firefox 4.5+ (or better) and Internet Explorer 11.0+ (or better) support to the SSL protocol are acceptable, but we recommend that you use the latest browsers to ensure that you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its user names and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its user name and password, but the Customer shall be responsible for all activity and charges incurred by such employees. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at [customerservice@PlanetBids.com](mailto:customerservice@PlanetBids.com). Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

## **8. Other Provisions.**

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided on the membership registration or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to [customerservice@PlanetBids.com](mailto:customerservice@PlanetBids.com), with a copy sent via certified U.S.

Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the these terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

- Signature Page on Next Page -

- Signature Page -

**AGREED** effective as of the date first written above.

PLANETBIDS, INC.

City of Montclair

By: \_\_\_\_\_  
Alan Zavian, Chief Executive Officer

By: \_\_\_\_\_  
Javier "John" Dutrey, Mayor

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

By: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

\_\_\_\_\_ (Date)

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

\_\_\_\_\_ (Date)

## EXHIBIT "A"

### STATEMENT OF WORK FOR SETUP, IMPLEMENTATION AND TRAINING

#### 1. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up to one (1) full user licenses. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – “Level 2” customer service is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

#### 2. PB System™ Set-up, Implementation and Training:

- PlanetBids will initially load up to one (1) full licensed user and one (1) Read-Only licensed user for Customer
- PlanetBids will provide a 2-hours training online for PB System™ Vendor Management and Bid Management modules

**PB System™ set-up, implementation and training consists of the following:**

##### **A. Initial program definition**

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, online training will be scheduled and performed.

##### **B. System implementation and administration**

PlanetBids will enter and configure Customer requirements into PB System™ for up to one (1) full licensed user access for Customer.

The following implementation services will be provided:

- a. Link from and to Customer's procurement web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).

- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

### **3. Professional Services**

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at a rate of \$125/hour, billed in 1 hour increments. No work will begin on professional services before a mutually agreed-upon statement of work is completed. All on-site travel expenses will be passed-through to Customer. No travel will be expensed without the prior approval of Customer's management.

### **4. Help Desk**

The PlanetBids Help Desk is available for "Level 2" support (as defined below) via our telephone number (818) 992-1771, from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

Customer will be responsible for all "Level 1" support:

- A level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). More complex, technical questions should be directed to a PlanetBids level 2 support representative.

A PlanetBids representative will be responsible for "Level 2" support:

- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

### **5. User License(s) Management**

It is the responsibility of Customer to always maintain user names and passwords when any licensed user is replaced by a new user or leaves a department at the agency.





# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	TRN225
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-09 WITH CALTRANS, A DELEGATED MAINTENANCE AGREEMENT FOR TRASH REMOVAL AT MONTCLAIR TRANSCENTER		

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**REASON FOR CONSIDERATION:** The City and Caltrans wish to enter into a delegated maintenance agreement for trash removal at Montclair Transcenter. Agreements with the City require City Council approval.

**BACKGROUND:** City staff and Caltrans meet on an annual basis to discuss shared interests. Trash removal at Montclair Transcenter has been a recurring item for discussion, and the City and Caltrans decided to solidify maintenance responsibilities with a maintenance agreement.

Public Works staff is currently performing trash removal at Montclair Transcenter. Per Agreement No. 19-09, the City will perform trash removal at the Montclair Transcenter paved areas three times per week. Caltrans will reimburse the City for the cost of trash removal services, in an amount not to exceed \$12,000 per fiscal year. City staff feels that \$12,000 per year is fair compensation for this service.

**FISCAL IMPACT:** Per Agreement No. 19-09, Caltrans will pay the City \$12,000 per fiscal year for trash removal services at Montclair Transcenter.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-09 with Caltrans, a delegated maintenance agreement for trash removal at Montclair Transcenter.

**DELEGATED MAINTENANCE AGREEMENT  
FOR MAINTENANCE OF STATE HIGHWAY  
IN THE CITY OF MONTCLAIR**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the CITY of Montclair; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. The PARTIES desire to provide that CITY perform particular maintenance functions on the State highways within the CITY as authorized in Section 130 of the Streets and Highways Code.
2. This Agreement does not supersede any previous agreement or amendments thereof with the CITY for maintenance of the portion of the State highways identified in Exhibit A which is attached to and made a part of this agreement.
3. The CITY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under this agreement and Exhibit A.
4. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. The functions and levels of maintenance service delegated to the CITY in the attached Exhibit A, has been considered in setting authorized total dollar amounts. The CITY may perform additional work if desired, but the STATE will not reimburse the CITY for any work in excess of the authorized dollar limits established herein.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. The STATE will reimburse the CITY for the actual cost of trash removal (under STATE’s HM2 program) at the Montclair Transcenter paved areas, performed by the CITY three times per week, as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure for trash removal shall not exceed the amount shown in Exhibit A unless such expenditure is revised by formal amendment of this Agreement or otherwise adjusted or modified as provided for in Article(s) 1.1 and 1.2 below.
  - 1.1. Upon written request by CITY, the expenditure for the trash removal, as referred to in Exhibit A, may be increased and or decreased, when such adjustment of expenditures is

authorized in writing by the STATE District 8 Director or his authorized representative. Exhibit A need not be amended.

- 1.2. The additional expenditures or an adjustment of expenditures, once authorized, shall apply only for the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure specified in Exhibit A. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
2. Exhibit A may be subsequently modified upon written consent of the PARTIES hereto acting by and through their authorized representatives to reflect any future changes, deletion or additions or to ensure an equitable annual cost allocation.
3. The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30<sup>th</sup> and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
4. Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by the CITY for the direct cost of processing this type of bill will be allowed.

## 1. LEGAL RELATIONS AND RESPONSIBILITIES

- 1.1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this contract or to affect the legal liability of either PARTY to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- 1.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY will fully defend, indemnify, and save harmless STATE and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- 1.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify, and save harmless CITY and all its officers and employees from all claims, suits, or actions

of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

2. PREVAILING WAGES:

2.1. Labor Code Compliance- If the work performed under this agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

2.2. Prevailing Wage Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

3. INSURANCE

3.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

3.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

4. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by CITY.

- 5. TERMINATION - This Agreement may be terminated by either PARTY upon thirty (30) days prior written notice, or by mutual written consent of the PARTIES.
- 6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as provided in Section 5 above.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MONTCLAIR

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

LAURIE BERMAN  
Director of Transportation

Initiated and Approved:

By: \_\_\_\_\_  
Edward C. Starr, City Manager

By: \_\_\_\_\_  
Stephen R. Pusey  
Deputy District Director  
Maintenance, District 08

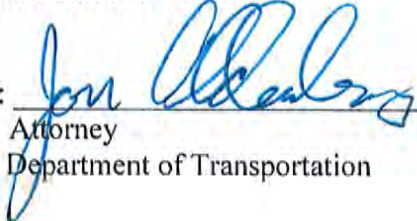
ATTEST:

By: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

Approved as to form:

As to Form and Procedure:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

By:  \_\_\_\_\_  
Attorney  
Department of Transportation

# EXHIBIT A

## DELEGATION OF MAINTENANCE

Location To Be Maintained	Program Delegated	Maximum Annual Authorized Expenditure
Montclair Transcenter (located approximately 0.7 miles north of Interstate 10 at Richton Street, in the City of Montclair)	HM2*	\$12,000

**TOTAL AUTHORIZED ANNUAL EXPENDITURE:**

**\$12,000**

\* HM-2 Program Function Roadside Litter/Debris Pickup



**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

**CONSTRUCTION MANAGEMENT SERVICES FOR CENTRAL AVE STREET  
REHABILITATION PROJECT PHASE I**

THIS AGREEMENT is made and effective as of January 22, 2019, between the City of Montclair, a municipal corporation ("City") and Biggs Cardosa Associates, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on January 22, 2019, and shall remain and continue in effect for a period of 17 months until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement, or extended by mutual consent.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed



\$313,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating

Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and

all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

## 10. INSURANCE

(a) Types of Required Coverages. Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) *Commercial General Liability:* Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) *Automobile Liability Insurance:* Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) *Professional Liability:* Professional Liability Insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) *Workers’ Compensation:* Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

*Additional Insured:* The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”
2. Exclude “Contractual Liability”
3. Restrict coverage to the “Sole” liability of contractor
4. Exclude “Third-Party-Over Actions”
5. Contain any other exclusion contrary to the Contract)

*Primary Insurance:* This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

*Waiver of Subrogation:* A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance. The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability. The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies. If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants. Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

(l) Insurance Obligations of Consultant. The insurance obligations under this contract shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this contract are sufficient to cover the obligations of the Consultant under this contract.

## 11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Noel Castillo  
Public Works Director/City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Mazen Mneimneh  
Construction Manager  
Biggs Cardosa Associates, Inc.  
500 S. Main Street, Ste. 400  
Orange, CA 92868



17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Fred Alamolhoda (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "C" hereto and incorporated herein by this reference.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR

CONSULTANT

By: \_\_\_\_\_  
Javier "John" Dutrey, Mayor

By: \_\_\_\_\_  
Mazen Mneimneh, Construction Manager

Attest:

By: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

By: \_\_\_\_\_  
(Title)

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

## **EXHIBIT A** **SCOPE OF SERVICES**

### **PROJECT APPROACH AND SCOPE OF WORK**

The City of Montclair Public Works Department is taking a positive approach to revitalize major segments of Central Avenue between Phillips Boulevard (southern City limit) and I-10 (northern City limits). The project will add landscaped and hardscaped along the medians, signal modifications, recycle water line, and handicap accessibility.

### **SCOPE OF WORK APPROACH & WORK PLAN**

#### **CONSTRUCTION PHASE**

##### **CONSTRUCTION MANAGEMENT PLAN**

Biggs Cardosa Associates is committed to implement Construction Management Plan (CMP) and Quality Assurance Program (QAP). As we mobilize our staff to the project, they will review all pertinent portions of the CMP, and then our RE in partnership with the City will lead a round-table discussion with our staff to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project.

##### **CONSTRUCTION MEETINGS, SCHEDULE, AND FIELD MEETINGS**

The Resident Engineer will coordinate the weekly meetings with the Contractor, the City of Montclair, Designer (when applicable), and third-party representatives (as required) to discuss progress, issues, concerns and resolutions, upcoming construction, schedule, safety, and third-party coordination. The Resident Engineer will schedule, coordinate, and facilitate the pre-construction, construction progress, and other on-site construction-related meetings and document key discussion and decisions by preparing, distributing, and filing meeting minutes.

##### **SCHEDULE REVIEW**

Biggs Cardosa has extensive knowledge of construction methods and extensive experience with utilizing scheduling software such as Primavera Project Planner (P6) or Microsoft Project so that reasonable and accurate schedules are developed, adequately maintained and used effectively to plan, monitor and control the work from a scheduling perspective. We will review the contractor's preliminary schedule, the baseline schedule, and all schedule updates, including time impact analyses submitted by the contractor under the terms of the construction contract if realistic against various criteria including but not limited to Logic (Sequence), Durations, Float, Critical Dates, and Phasing) and to identify any potential or actual delays to the approved schedule.

##### **SUBMITTAL MANAGEMENT**

Biggs Cardosa will review project submittals, approve or recommend approval, and a log will be established at the beginning of the Project and will be continuously maintained and updated. The Submittal Log will identify the parties responsible for review and acceptance. Submittals log will be addressed in the weekly progress meeting.

##### **REQUESTS FOR INFORMATION (RFI)**

Biggs Cardosa will process, track, and document Project Requests for Information (RFI) and responses and an RFI log will be established at the beginning of the Project and will be continuously maintained and updated. The RFI Log will identify the parties responsible for

review and response. The Resident Engineer will prepare responses to RFI's in a timely manner and in accordance with the requirements of the Contract and will copy the City Project Manager.

### **CONTRACT CHANGE ORDERS**

We will review necessary changes to the project and advise the City of Montclair of change impacts to project schedule and budget. To achieve this, we will:

- Assemble documentation of item quantities, cost calculations, inspection reports, test reports, drawings, photographs, and other materials as required.
- Obtain concurrence from the designer for change orders that modify the design.
- Prepare change order estimates, consisting of a detailed Force Account Analysis, and time impacts to the contractor's schedule and operations.
- Evaluate the contractor's price proposals for reasonableness and accuracy.
- Prepare change orders and attachments after obtaining approval from the City of Montclair, designer and others, as appropriate.
- Maintain a change order log to track proposed change for review, transmittal and approval.

### **COST CONTROL**

Cost containment will be one of the primary tasks of the Biggs Cardosa Team. We will ensure project costs are managed and minimized utilizing a comprehensive project controls program including the following tools:

- Lessons Learned: The Biggs Cardosa Team will utilize the experience and information gained on past projects of similar nature and magnitude, knowledge of the local area and the construction environment, and the relationships we've developed with the City of Montclair, local agencies and utility companies.
- Constructability Review: During the construction phase, we will eliminate as many potential problems as possible with a thorough review of the bid documents by our experienced staff. We will review construction drawings to identify as many errors, omissions, conflicts or ambiguities as possible. We will assist the City of Montclair in producing clear construction documents.
- Change Control: The Biggs Cardosa Team will diligently manage changes to the project by implementing the following functions and processes: Request for Information / change, document control, design change process, claims management, construction change process, estimating / cost control, submittal tracking / review, configuration control, action item / issue notification / tracking and decisive informed decision making.

### **PROGRESS PAYMENT**

Biggs Cardosa will provide accurate calculations for all items of work completed and accepted to allow for progress payment. The quantity of each item will be field measured, if necessary, to prevent overpayment or underpayment. Payments on progress estimates must be traceable to checked source documents that are field-measured or calculated quantities. Upon completion

of progress payment verification, the Resident Engineer will provide the monthly progress payment certification to the City for review and approval and payment.

### **CONTRACT LABOR COMPLIANCE**

We will ensure compliance with the Davis-Bacon Act by conducting employee interviews with the Contractor's laborers to verify labor compliance requirements as well as review contractor's certified payrolls, daily inspection dairies, and prevailing wages records to ensure Equal Employment Opportunity (EEO) requirements are performed and documented in the project files.

### **CONTRACT CONFORMANCE**

Biggs Cardosa will observe the construction process to make sure the processes and procedures employed by the Contractor will result in full compliance with the contract documents. It is our goal to work as a cohesive team in helping the Contractor, and thereby preventing him from running into problems and delays.

### **DOCUMENT TRACKING SYSTEM**

We will implement and maintain a Caltrans customized expedition system modified for the City of Montclair to control project documents. Our team will work with the City of Montclair project manager to prepare the document control system for the start of the project. As part of our customized CM approach, Biggs Cardosa will tailor the project document control, storage and retrieval methods to the needs of the project and in accordance with Caltrans and the City of Montclair procedures. Biggs Cardosa will prepare, log, and maintain the project records, including but not limited to: Weekly Statement of Working days, Daily Inspection Reports, Correspondence, Submittals, Change Orders, Notice of Potential Claim, Progress Payments, Lab and Field Test Reports, Materials Delivery Tickets and Compliance Certification, Progress Reports, Progress Photos, Meeting Minutes and Monthly Reports. This effort will be led by Mazen with the assistance of support staff.

### **SAFETY**

Biggs Cardosa understands that there is nothing more important than the safety of the construction team and the public. We will review the contractor's code of safe practices, and develop a project specific code of safe practices. All project team members will be required to review, sign, and adhere to the project code of safe practices. Biggs Cardosa Team will conduct safety reviews, night safety inspections, and weekly safety tailgate meetings. On this Project the two most pressing safety issues during construction will be night work safety and traffic handling during staged construction.

### **CLAIMS REVIEW**

Disputes avoidance is going to be an essential part of this project. To ensure proactive disputes avoidance, our team will put in place a communication and documentation process that will avoid frivolous notice of potential claims through partnering with the contractor and resolving conflicts at the lowest level possible. We will analyze claims and manage disputes in accordance with procedures provided by the City of Montclair and the project specifications.

## **POST CONSTRUCTION PHASE**

### **PRE-FINAL INSPECTION**

Biggs Cardosa will continuously inspect the work and at the end of the project and will generate a “Punch List” that includes all deficiencies. Staff will continuously inspect the work until all items on the list are complete.

### **FINAL INSPECTION**

Upon completion of items listed in the “Punch List”, Biggs Cardosa will perform a final inspection prior to project acceptance.

### **PROJECT CLOSE OUT AND TRANSFER OF PROJECT RECORDS**

Biggs Cardosa will follow the City of Montclair Guidelines for project close-out documentation and project acceptance. Upon completion, all project files and As-Builts will be properly packed and delivered to the City of Montclair. This includes:

- Submittals, RFIs, and CCOs, and associated logs and conformance review letters
- Daily observation journal entries
- Photo/video documentation
- Quarterly progress reports
- Approved as-built Record Drawings
- Special inspection reports and associated log that contain the date, quantity/description, location and test results for all special inspections and material tests
- Shop drawings that include all field notes filed by specification
- Completed Punch List
- Project acceptance report

## **CONSTRUCTION OBSERVATION / INSPECTION SERVICES**

### **PRECONSTRUCTION CONDITION SURVEY**

The preconstruction survey will consist of a photo documentation log system addressing the preconstruction condition of the project and more importantly the condition of the neighboring businesses and residences. This document will be utilized to defend the City of Montclair from tort claims.

### **CONSTRUCTION OBSERVATION/INSPECTION**

The Biggs Cardosa Team will be responsible for Quality Assurance to verify that the Contractor’s QC Plan is being adhered to and to independently verify the Contractor’s QC findings and activities. Our inspectors will conduct the daily inspections of all work to be performed by the Contractor to ensure the construction is in accordance with the plans and specification.

### **QUALITY ASSURANCE**

The Contractor is responsible for its own Quality Control. The Biggs Cardosa Team will be responsible for Quality Assurance to verify that the Contractor’s QC Plan is being adhered to and to verify independently the Contractor’s QC findings and activities. Our Quality Assurance policy on this project is to ensure the processes and procedures employed by the Contractor will result in full compliance with the contract documents.

### **DAILY EXTRA WORK REPORTS**

The Resident Engineer will develop a Daily Extra Work Report to be signed in the field by Inspectors and the Contractor in the case of a Time & Materials Contract Change Order. The form will contain project information and will provide accurate information for payment.

### **WEEKLY STATEMENT OF WORKING DAYS**

Biggs Cardosa will monitor Contractor work daily and report all information on a daily report that includes all work items, quantities, directives, location of work, date and time of work, weather conditions, and any other pertinent information as deemed necessary. The Resident Engineer will review all daily reports for content and accuracy to develop a Weekly Statement of Working Days. The Statement of Working Days will show total contract time from first to last chargeable day, weather days, holiday days, additional CCO days, and controlling activities for each week in order to compare to the Contractor's CPM Schedule to monitor progress and performance. The Weekly Statement of Working Days will be signed by the Resident Engineer and sent to the Prime Contractor weekly.

### **PHOTOGRAPHS AND VIDEOTAPE**

Photos and Videotapes will be taken daily and will be labeled and filed:

1. Before the start of construction to document existing conditions of the job site
2. During construction to document daily work progress
3. After construction to document project completion.

### **MATERIALS TESTING/GEOTECHNICAL**

The Biggs Cardosa Team will coordinate the Quality Assurance (QA) materials testing with the City to ensure compliance with the Contract requirements. QA sampling and testing will be monitored by Ninyo & Moore, a Caltrans certified materials testing laboratory located in Irvine. The anticipated items that need testing on this project are as follows: Soil Compaction Tests, Soil Gradation during trench backfill and subgrade preparation and during ARHM and AC paving operations. All testing will be performed in accordance with the latest ASTM requirements.

### **CONSTRUCTION IMPACT ON TRAFFIC AND THE PUBLIC**

In response to the public relations needs and time sensitivity of the deliverables for this project, our team will work closely with the contractor to ensure a "Neighborhood Friendly Environment" and guarantee there will be no disruptions to the businesses in the areas. Our main goal is to help the City implement an effective public awareness campaign to ease and minimize inconvenience to local residents, businesses, tourists and the traveling public for the Central Avenue Rehabilitation Project.

### **COMMUNITY OUTREACH COORDINATION**

As part of the Biggs Cardosa Team, Arellano Associates will develop and manage a proactive effort to facilitate public involvement and project understanding while managing public frustration over the Central Avenue construction activities. While the need for the streetscape project is clear, there is no doubt that the traffic handling of Central Avenue will create significant traffic inconveniences to both residents, visitors, and commuters. Arellano Associates will draw from their firsthand experience gained from successfully completing other public outreach programs in the City of South Gate to provide a cost-effective and strategic outreach campaign.

Arellano’s public outreach plan will start on Day 1 and will put strong emphasis on public and stakeholder meetings before construction starts to review these and other community visions, goals and recommendations, so that any construction plan they develop has strong roots in—and is respectful of—a process that has been ongoing for decades. Arellano’s goal will ensure that residents, tourists and commuters are informed that:

- The traffic will be impacted for 6 months
- Lane shifts and detour routes will be clearly marked
- Construction Information Officers are available to respond to inquiries, complaints and requests.

### **CONSTRUCTION IMPACT ON TRAFFIC AND THE PUBLIC**

Biggs Cardosa’s Team will coordinate the construction activities of this project and will consider various incentives for expedited construction to minimize the construction period traffic disruption.

### **UTILITY AND OUTSIDE AGENCY COORDINATION**

Our Resident Engineer fully understands the role of communication and coordination with all the applicable agencies and stakeholders, and will make sure that all involved parties are kept informed of construction activities.



**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

Central Avenue, Montclair

Fee Proposal



**EXHIBIT B  
HOURLY RATES**

CM Services Key Staff	Month	Construction Complete						No. of Hours	Rate/Hour	Total (\$)
		1	2	3	4	5	6			
PRINCIPLE-IN-CHARGE (Michael Thomas - BCA)	6						6	\$250.00	\$3,000	
ADMIN (BCA)	24	24	24	24	24	24	144	\$92.00	\$13,248	
CONSTRUCTION MANAGER (Mazen Mneimneh - BCA)	100.0	80.0	80.0	80.0	80.0	80.0	500	\$195.00	\$97,500	
CONSTRUCTION INSPECTOR (Brian French / Socorro De la Torre - BCA)	188.0	188.0	188.0	188.0	188.0	100.0	940	\$135.00	\$126,900	
PUBLIC OUTREACH (Kathy Ortiz - Arellano and Associates)	50.0	48.0	50.0	48.0	48.0	50.0	294	\$78.00	\$22,932	
MATERIAL TESTING AND SAMPLING (Garreth Saiki - Ninyo & Moore)									\$28,729	
Landscape Inspection Support (Anna Mendiola) - As needed		8.0	16.0	8.0	16.0	16.0	64	\$140.00	\$8,960	
SURVEYOR (Tom Decker - FES) - As Needed	18.0	8.0	16.0	8.0	8.0	8.0	64	\$150.00	\$9,600	
<b>Other Direct Costs</b>		364	336	354	336	344	284		\$2,000	
							2,018			
								<b>TOTAL</b>	<b>\$312,869</b>	

Note:  
 1 - Schedule of Rate is based on one 8-hour shift  
 2 - Construction assumed to be up to 5 month + 1 month (close-out)

# EXHIBIT C PROPOSAL

**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

500 S. Main Street, Ste. 400  
Orange, CA 92868-4507  
Telephone 714-550-4665  
Facsimile 714-550-7294

October 31, 2018

Noel Castillo, Public Works Director/City Engineer  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

*Subject: Construction Management and Inspection Services – Central Avenue Rehabilitation Project*

Dear Mr. Castillo and Evaluation Panel Team:

Biggs Cardosa is pleased to submit our proposal to provide Construction Management and Inspection Services for the rehabilitation of Central Avenue, between Phillips Boulevard (southern City limit) and I-10 (northern City limits). We understand the City's objective and importance of street rehabilitation, signal modifications, median landscaping/irrigation improvements, recycle water line and handicap accessibility upgrades.

## EXPERIENCED KEY PERSONNEL

**Mazen Mneimneh, PE, Resident Engineer/Construction Manager**, will be the City's point of contact. He brings 19 years of construction management and engineering experience, specializing in public works construction. He knows what it takes to successfully deliver a public works project. He will manage the contractor operations, construction administration, construction inspection, utility coordination, public relations and all other aspects of the project. Mazen's resident engineer experience includes coordinating with city officials, controlling CM costs and partnering with contractors to complete projects on time and on budget.

### Main Point of Contact

**Mazen Mneimneh, PE  
Construction Manager**  
Biggs Cardosa Associates, Inc.  
500 S. Main Street, Suite 400  
Orange, CA 92868  
714.550.4665  
949.466.4640 cell  
mmneimneh@biggscardosa.com

We have included **two construction inspectors** on our team who will alternate field time to accommodate the workload throughout the duration of the contract. **Brian French** has 18 years of extensive public works/construction inspection experience. He will be responsible for the day-to-day operations and applying our Quality Assurance plan to the construction activities in accordance with the project specifications. **Socorro de la Torre**, is a Civil Engineer by training and has over 12 years of construction management and inspections experience. We have also included one landscape inspector, Anna Mendiola with 30 years of experience as a landscape professional, on an as-needed basis. Both Brian and Socorro are experienced with local, state and federal agencies' procedures and requirements, and the "Standard Specifications for Public Works Construction" (Green Book).

## SUBCONSULTANTS

The Biggs Cardosa Team consists of firms who are experts in their respective fields. Our team members have previously worked together on other multi-disciplinary transportation-related projects and have developed an excellent working relationship. Our proposed personnel and materials testing facilities possess all licenses and certifications that may be required for this project. You will find this design team not only knowledgeable and experienced, but also enthusiastic and capable of delivering this project on time and within budget. Our team will be supported by Ninyo and Moore who will provide geotechnical & environmental services, FES who will provide surveying and Arellano Associates who will be providing Public Outreach

We look forward to working with the City of Montclair to successfully deliver this important project. If you have any questions please don't hesitate to contact me.

Sincerely,

BIGGS CARDOSA ASSOCIATES, INC.



**Mazen Mneimneh, P.E.**  
Construction Manager



QUALS AND  
EXPERIENCE

QUALS AND EXPERIENCE



## QUALIFICATIONS OF THE FIRM



**Biggs Cardosa Associates, Inc.** is a California corporation established in 1986 that provides professional consulting services in the specialized field of structural engineering, project management, construction management, and inspection & testing services from our offices in Orange, San Jose, San Francisco, Oakland and Fresno. Our staff of over 90 employees currently includes 14 registered Structural Engineers and 38 registered Civil Engineers. We have the staffing flexibility to draw on additional engineering staff from our other local offices to meet more aggressive design schedules or to handle other project needs.

Biggs Cardosa has been providing structural engineering, construction management and inspection services on road and highway projects for over 30 years. We understand that construction projects must be delivered safely and on-schedule, especially during rehabilitations or expansions that impact commuters, while also minimizing the impact of work to the motoring public. Increasingly, road and highway projects also incorporate cutting edge technology for tolling and traffic control, requiring installation and integration of intelligent transportation systems. Since our inception, Biggs Cardosa has been involved at various levels of construction management and inspection services on over several billion dollars' worth of construction projects in California.

**Construction Management** - Biggs Cardosa's experience in construction management and construction inspections for transportation projects includes all aspects of the construction oversight, including value engineering and constructability reviews during the project's design phase. Our CM services include office engineering such as submittal, RFI, and CCO processing, claims review, and scheduling, as well as permit monitoring, structural observation and inspection. A complete array of pre-construction, construction management & inspections, and post construction services are performed by our resident engineers, structural representatives, and construction inspectors. We perform construction management and roadway inspection services per standard Caltrans procedures using the Caltrans Construction Manual and the Standard Specification for Public Works Construction (Greenbook), as well as all other Caltrans specialty manuals, guidelines and criteria.

**Inspection** - As an engineering firm that performs design and construction engineering, our inspectors come from an engineering background that enables them to have the engineering insight and knowledge to understand the importance and relevance of the elements being inspected and the ability to identify potential problems in the field before they become a major issue. One of the unique strengths offered by our inspectors is their intimate knowledge of the design requirements and goals. Besides being trained with Caltrans bridge inspection and the Standard Specification for Public Works Construction (Greenbook), procedures and having multiple inspection certifications from ACI, ICC and AWS, our field inspectors are practiced engineers and maintain proficiency with design.

### FINANCIAL STABILITY

With a solid balance sheet (no debt), and over \$21 million of yearly billings, we can comfortably demonstrate financial responsibility for the project. Our firm has remained well capitalized and profitable for every one of its 31 years in business and has never filed for bankruptcy.

Since the firm's inception and after thousands of projects, Biggs Cardosa has never been subject to a lawsuit, nor been involved in litigation – a fact that attests to the firm's complete dedication to delivering a work product of the highest quality.

<b>Biggs Cardosa at a Glance</b>	<b>Years in Business</b>	32
	<b>Number of Employees</b>	100
	<b>Type of Organization</b>	California Corporation
	<b>Services Offered</b>	<ul style="list-style-type: none"> <li>Project Management</li> <li>Construction Management</li> <li>Inspection &amp; Testing</li> <li>Structural Engineering</li> <li>Innovative and Creative Design</li> <li>Cost Estimating</li> <li>Value Engineering</li> <li>3D Visualization</li> <li>QA/QC</li> </ul>
	<b>Five Offices Locations</b>	<ul style="list-style-type: none"> <li>Orange</li> <li>San Jose</li> <li>San Francisco</li> <li>Oakland</li> <li>Fresno</li> </ul>



## EXPERIENCE WITH SIMILAR TYPES OF WORK

### Firestone Boulevard Regional Corridor Capacity Enhancements • South Gate CA

**Project Cost:** \$16 Million  
**Client:** City of South Gate  
**Dates:** Estimated January 2019  
*On-Time / On-Budget*

**Personnel Involved:**

- Michael Thomas
- Mazen Mneimneh
- Socorro de la Torre
- Brian French
- Kathy Ortiz-Cobian

**Relevance:**

- Construction Management
- Construction Inspection
- CPM Scheduling and Claim Resolution
- ADA Ramps and Sidewalks
- AC Pavements

- Quality Assurance
- Utility Relocations
- Roadway/Street Improvements
- Traffic Control
- Community Outreach



The Firestone Boulevard Regional Corridor Capacity Enhancement Project, known as **The Boulevard Project** will change the way drivers and pedestrians travel through the City of South Gate.

Biggs Cardosa is providing construction management and inspection with the goal of improving one of the major gateways into the City by easing traffic circulation and increasing driver and pedestrian safety which will help support a more vital, bustling mixed-use area that is attractive to businesses and residents alike. To achieve this goal the number of traffic lanes will be increased from four to six lanes on Firestone Boulevard between Alameda Street and Hunt Avenue. Improvements also include the synchronization of traffic signals, installation of new street signage and construction of raised medians which have proved effective at improving traffic movement where there is a mixture of significant pedestrian and vehicular traffic.



## Pioneer Boulevard Rehabilitation • Norwalk, CA

<b>Project Cost:</b> \$2.5 million	<b>Personnel Involved:</b>	<b>Relevance:</b>	
<b>Client:</b> City of Norwalk	<ul style="list-style-type: none"><li>▪ Michael Thomas</li><li>▪ Mazen Mneimneh</li><li>▪ Brian French</li><li>▪ Socorro de la Torre</li></ul>	<ul style="list-style-type: none"><li>▪ Construction Management</li><li>▪ Construction Inspection</li><li>▪ CPM Scheduling and Claim Resolution</li><li>▪ ADA Ramps and Sidewalks</li><li>▪ AC Pavements</li></ul>	<ul style="list-style-type: none"><li>▪ Quality Assurance</li><li>▪ Utility Relocations</li><li>▪ Roadway/Street Improvements</li><li>▪ Traffic Control</li><li>▪ Community Outreach</li></ul>
<b>Dates:</b> July 2018			
On-Time / On-Budget			



Biggs Cardosa is providing construction management services to the City of Norwalk to revitalize major segments of Pioneer Boulevard between Alondra Boulevard and Rosecrans Avenue. The project will add landscaped and hardscaped raised medians along the Boulevard as well as synchronize traffic signals and pedestrian crosswalks. Raised medians have demonstrated to be particularly effective at improving traffic movement in areas similar to Pioneer Boulevard where there is a mixture of significant pedestrian and vehicle traffic. Pioneer Boulevard is an important project for the City of Norwalk as it is one of the busiest transit hubs in the city. The proposed streetscape improvements will ease traffic circulation and help support a more vital, bustling mixed-use area that is attractive to businesses and residents alike. Ongoing redevelopment will continue to bring more workers, shoppers, and residents to Pioneer Boulevard.

## Firestone Boulevard Bridge Project over San Gabriel River • Norwalk CA

**Project Cost:** \$10 Million  
**Client:** City of Norwalk  
**Dates:** December 2015  
On-Time / On-Budget

**Personnel Involved:**

- Michael Thomas
- Mazen Mneimneh

**Relevance:**

- Construction Management
- Structures Rep./Inspection
- Street Improvements
- Traffic Signal Modifications

- Staged Construction
- Landscape and Irrigation
- Electrical
- Materials Sampling
- CPM Scheduling and Claim Resolution
- Utility Relocations
- Public Outreach



Biggs Cardosa provided interim CM & Inspection services along with a Structures Representative to assist the City of Norwalk with an aggressive and constrained river construction window. The CM & Inspection team was responsible for the development, implementation and execution of the CM and QA plan and protocols per FHWA funding requirements, setup a document control and filing system, construction meetings and video/photographic condition surveys, contractor's labor compliance interviews, reviewing the contractor's baseline schedule, coordination with 3rd party utility designs, stakeholder requirements, review and monitoring the contractor's SWPPP, establishing and performing the environmental mitigation and monitoring, performing the quality control survey activities, and performing geotechnical and structural bridge inspections.

Once the plans and protocols were established for CM and QA; the City retained Biggs Cardosa for the duration of the project as the structures lead providing on-site structure representation inspection and construction support services including processing, reviewing, and responding to contractor submittals, RFI's and project closeout.

The new bridge has 3 lanes in both directions with a new 14-foot wide median, 8-foot shoulders, and 10-foot sidewalks that meet current standards and provide safe passage for pedestrians and bicyclist.

This project received the **ACEC 2016 Honor Award for Engineering Excellence.**



## Firestone Boulevard Bridge Project over Los Angeles River • South Gate CA

**Project Cost:** \$5 Million

**Client:** City of South Gate

**Dates:** July 2017

On-Time / On-Budget

**Personnel Involved:**

- Michael Thomas
- Mazen Mneimneh
- Socorro de la Torre

**Relevance:**

- Staged Construction
- Roadway/Street Improvements
- Traffic and Street Light modifications
- Similar Traffic behavior

- Utility Coordination
- Materials Testing
- Public Outreach



The existing Bridge is a 4-span 473-foot long structure carrying the east-west traffic along Firestone Blvd. over Los Angeles River, 3-lanes in each direction. The Los Angeles River flowing south at this location has concrete lined bottom and side slopes. The bridge was previously widened on the north side in 1997.

In order to improve mobility and increase safety, the south widening of the bridge constitute the first of a two-phase project which will add a dedicated right turn lane and a shoulder from Rayo to the I-710 freeway. The bridge is constructed of precast concrete wide flange girders, supported on pier walls and driven steel and concrete piles. Additional improvements include ADA upgrades, raised median, curb & gutter sidewalk replacement and associated street improvements on Firestone Boulevard.

Biggs Cardosa was awarded the full Construction Management contract, providing resident engineering, structures representative, construction inspection, office engineering, public outreach, scheduling, labor compliance and material testing services to the City of South Gate. Our role includes contract administration, submittal and shop drawing review, SWPPP review and inspection, environmental monitoring, source and special inspections (precast piles and girders, and HP pile welding special inspection), traffic handling plan implementation during staged construction, in addition to preparing and processing all documentation required (Monthly progress payments, contract change orders, daily reports, filing, drafting correspondences, etc.)

Due to the limited window of time allowed to enter the river and due to the high-voltage overhead power line (DWP) at close proximity of Abutment 5, steel HP pile sections were used at this abutment. The HP pile spliced lengths were determined in a way that maintains the minimum allowable clearance between the overhead line and the top of the rig diesel hammer to satisfy the demand/capacity ratio of the piles.

## Marine Way plaza Brdige, OCPC Broadcom • Irvine CA

**Project Cost:** \$20 Million  
**Client:** DPR  
Construction  
**Dates:** March 2017  
On-Time / On-Budget

**Personnel Involved:**

- Michael Thomas
- Mazen Mneimneh
- Socorro de la Torre

**Relevance:**

- Construction Management
- Structures Rep./Inspection
- Materials Sampling
- CPM Scheduling and Claim Resolution

- ADA Ramps and Sidewalks
- Landscape and Hardscape
- Quality Assurance
- Utility Relocations



The new corporate headquarters for Broadcom Corporation is currently under construction in the Great Park neighborhoods of the City of Irvine. The project includes the construction of over one million square feet of office space and extensive exterior landscaped areas.

As part of the project, Marine Way is being depressed and extended through the site. Biggs Cardosa Associates was lead designer for the design build contract for two structures over Marine Way that provide pedestrian and vehicular connectivity between the buildings. The multidisciplinary design team included architects, landscape architects, electrical engineers and lighting designers, waterproofing consultants, fire protection analysts and civil engineers.

Plaza Bridge is a 400-foot wide, three-span bridge that covers Marine Way and supports a park with landscaped areas and pedestrian paths that bring together the two halves of the campus. The structure includes a cast-in-place concrete slab superstructure, 33 concrete columns and precast pile foundations designed to meet Caltrans bridge criteria.

Biggs Cardosa provided Construction Management services for the OCPC North Bridge and Plaza Bridge Projects. Our scope is to lead a team of bridge inspectors and to manage the independent quality assurance testing program to ensure the project is in accordance with Caltrans Specifications and the contract drawings. Our role included the followings: Structural observations on site, establishing grades for various bridge elements, coordinating material source inspection, reviewing quality assurance report for compliance, reviewing shop drawings and contractor's submittals, etc.

## Warner Avenue Bridge (BPMP) • Huntington Beach, CA

<b>Project Cost:</b> \$1.5 Million; Combined Cost: \$11 Million	<b>Personnel Involved:</b> <ul style="list-style-type: none"><li>▪ Michael Thomas</li><li>▪ Mazen Mneimneh</li><li>▪ Socorro de la Torre</li></ul>	<b>Relevance:</b> <ul style="list-style-type: none"><li>▪ Construction Management</li><li>▪ Structures Rep./Inspection</li><li>▪ Materials Sampling</li><li>▪ CPM Scheduling and Claim Resolution</li><li>▪ Traffic Detours</li></ul>	<ul style="list-style-type: none"><li>▪ Quality Assurance</li><li>▪ Utility Relocations</li><li>▪ Roadway/Street Improvements</li><li>▪ Staged Construction</li></ul>
-----------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------



Built in 1981, Warner Ave is a three-span precast/pre-stressed voided slab bridge. The bridge site is located within 1,000 feet of the ocean with tidal flow in the channels, and is adjacent to wetlands and restoration areas. Biggs Cardosa was selected as prime consultant for the assessment and rehabilitation of 5 bridges including construction inspection services for Warner Ave Bridge Rehabilitation. As part of the construction inspection services, Biggs Cardosa provided the City with submittal review, response to RFI's, progress pay estimates, daily inspection documentation, and resolved field and design issues, managed the material sampling & material testing, surveying, environmental monitoring and QA inspection to ensure contractor is performing per the project plans and specifications. This included extensive coordination with Caltrans, OC Flood Control District, CA Coastal Commission, CA Dept. of Fish and Wildlife, National Oceanic and Atmospheric Admin, US Army Corps of Engineers and utility companies.



## REFERENCES

The following references can attest to Biggs Cardosa's performance on previous projects and have direct firsthand knowledge of our work:

<b>References</b>	<b>City of South Gate</b>	<b>Caltrans Local Assistance</b>	<b>City of Downey</b>
	Clint Herrera 8650 California Ave South Gate, CA 90280 323.563.9582 <a href="mailto:cherrerea@sogate.org">cherrerea@sogate.org</a>	Mazen Dabboussi 100 South Main Street, 12 <sup>th</sup> Floor Los Angeles, CA 90012 213.897.2939 <a href="mailto:mazen.a.dabboussi@dot.ca.gov">mazen.a.dabboussi@dot.ca.gov</a>	Edwin J. Norris 11111 Brookshire Avenue Downey, CA 90241 562.904.7110 <a href="mailto:enorris@downeyca.org">enorris@downeyca.org</a>
	Firestone Blvd Bridge over Los Angeles River	Firestone Blvd Bridge over San Gabriel River	Firestone Blvd Bridge over San Gabriel River

"I would like this opportunity to express my sincere appreciation for **Mr. Mazen Mneimneh** of your staff on his extraordinary performance for the Firestone Bridge Replacement and for the on-going Firestone Boulevard Bridge widening. Mazen has extended himself beyond any expectations to assist everyone in solving all the challenges on the projects. Mazen has gone the extra mile to assist everyone and truly exemplify the meaning of a Resident Engineer and a Structures Representative." **Mazen Dabboussi, Caltrans Local Assistance Area Engineer**

"DPR Construction employed **Mazen Mneimneh** to provide Structures Representative services on the OCPC Broadcom project...The project did face some difficulties/delays at the start. The heavy rains in September prevented our access to the project site and initially pushed the completion date. However, with contributions made by Mr. Mneimneh we were able to overcome the delays and are on track to meet the original completion date without any additional costs. Mr. Mneimneh has always demonstrated a high level of professionalism and I highly recommend that you consider using his services." **Nick Whitaker, DPR Construction**





Proposed Team

PROPOSED TEAM

## PROPOSED TEAM SUBCONSULTANTS

Biggs Cardosa will serve as the prime consultant and will manage the work associated with the contract from our Orange office. Biggs Cardosa will be supported by Ninyo and Moore who will provide geotechnical & environmental services, FES who will provide surveying and Arellano Associates who will be providing Public Outreach.



**NINYO & MOORE** is a California Corporation, minority-owned-business enterprise, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting, and materials testing and inspection services. The firm was incorporated in 1986 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. We are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore serves its clients through offices in Irvine, Fontana, Los Angeles, San Diego, San Francisco, Sacramento, Alameda, Oakland, San Jose and Sacramento, California; Denver and Broomfield, Colorado; Las Vegas, Nevada; Phoenix, Tucson, Prescott, Arizona; Salt Lake City, Utah, and Houston, Texas. Our staff of over 450 professionals includes experienced and registered geotechnical engineers, civil engineers, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, certified technicians and field inspectors, and hazardous waste and regulatory compliance specialists.

475 Goddard, Suite 200, Irvine, CA 92618 / Contact: Alfredo Rodrigues / 949.753.7070 (arodriguez@ninyoandmoore.com)



**FORKERT ENGINEERING & SURVEYING (FES)** is a Professional Civil Engineering and Land Surveying Company providing a wide range of services including project management, engineering design and mapping, construction management, surveying, and right-of-way work. FES has established a good reputation among our clients for providing exceptional professional and technical expertise, as well as creativity and responsiveness. FES staffs projects with Professional Engineers and Professional Land Surveyors, CAD Technicians, Right-of-Way Agents and Construction Inspectors. Our specialized service approach has been very successful by allowing us to operate in an extremely effective and cost efficient manner. Our commitment to providing professional and technical expertise, as well as creativity and responsiveness is well known to clients and the agencies with whom we work such as Orange County Sanitation District, Southern California Edison, AT&T and Reyes Construction, Inc.

22311 Brookhurst St. Suite 203, Huntington Beach, CA 92646 / Contact: Thomas Decker / 714.963.6793 (tomd@forkertengineering.com)



**ARELLANO ASSOCIATES (AA)** is a full-service communications firm that specializes in developing stakeholder engagement and public outreach programs for transportation, planning, and public infrastructure projects throughout Southern California. AA excels at developing outreach programs that reflect a technical understanding of the issues, which enhances our client's ability to inform and engage communities in the project process. AA will draw from our firsthand experience gained from successfully completing public outreach programs for similar highway and street improvement projects to provide a cost-effective strategic outreach campaign. AA recommends the following work program and is available to handle all or some of the methods described.

5851 Pine Avenue, Suite A Chino Hills, CA 91709 / Contact: Kathy Ortiz-Cobian / 909.627.2974 ext.1078 (KOrtiz-Cobian@ArellanoAssociates.com)

## PROPOSED TEAM & EXPERIENCE OF PERSONNEL

Position	Name	Managing Multi-Disciplinary Teams	Complex Transportation Project	Streetscape Construction Projects	Traffic Control During Staged Construction	Electrical	Landscape	Scheduling/Claim Management	Surveying	Geotechnical and Materials Testing	Intensive Public Relations	Labor Compliance	Public Outreach	Current Availability %
Construction Manager	Mazen Mheimeh, PE	●	●	●	●	●	●	●		●	●	●	●	40%
Construction Inspector	Brian French		●	●	●	●	●			●			●	100%
Construction Inspector (Alternate)	Socorro de la Torre		●	●	●	●	●			●				
Material testing and Sampling	Garreth Saiki		●	●						●				35%
Surveying	Thomas Decker		●	●					●					15%
Public Outreach	Kathy Ortiz-Cobian		●	●							●		●	30%
Landscape	Anna Mendiola		●	●			●							15%

Our team has all the necessary experience and expertise to provide the construction management services required for this project. The availability of human and financial resources, the depth and breadth of our successful construction management experience for similar projects and the leading expertise of our personnel give us maximum levels of capability and flexibility to provide the services required to complete this project. Biggs Cardosa team is capable of providing all services required for this project.

The organization chart on the following page includes all personnel, their roles and percent of availability.

## ORG CHART



<sup>1</sup> Key Personnel, <sup>2</sup> Biggs Cardosa, <sup>3</sup> Ninyo & Moore, <sup>4</sup> Arellano Associates, <sup>5</sup> Forkert Engineering & Surveying (DBD)

**Proposed personnel will be available to the extent proposed for the duration of the required services.**

## BENEFITS TO THE CITY

- Qualified experienced engineers and inspectors with streetscape construction and design experience
- Our Resident Engineer Mazen Mneimneh has kept the change orders on the Firestone Blvd Widening project for the City of South Gate under 1%
- Same proposed staff working on similar street rehabilitation projects
- Expertise of all team members
- Both our construction inspector and public outreach officer are fluent in Spanish





## MICHAEL THOMAS, PE, SE

PRINCIPAL-IN-CHARGE

Mr. Thomas has 28 years of experience providing project management and oversight for the preparation of feasibility studies, PS&E design, and construction management, engineering and inspection services for over 50 transportation projects. His responsibilities as Principal include project management, staffing, scheduling and budgeting, coordination with clients, contractors, and subconsultants, and field review of construction.

### PROJECT EXPERIENCE

**Firestone Blvd Bridge Widening Over Los Angeles River (HBP), South Gate, Ca:** Principal-in-Charge for a 473-ft bridge and 300-ft road widenings; a federally funded Highway Bridge Project following Caltrans Local Assistance Procedures. Biggs Cardosa provided resident engineering and structure representation and is the prime consultant leading the full-service construction management team.

**North Spring Street Bridge (HBP), City of Los Angeles, CA:** Principal-in-Charge for Construction Management support services for the widening of an existing historic arch bridge over the LA River.

**Firestone Boulevard Bridge over San Gabriel River (HBP), Norwalk, CA:** Project Manager for Design and Construction Engineering services including interim Construction Management, structural representative and bridge inspection services of a 239-foot long bridge replacement.

**Warner Avenue Bridge (HBP), Huntington Beach, CA:** Project Manager for the Design and Construction Management for the repairs of an existing concrete bridge over the environmentally sensitive Bolsa Chica Channel.

**5 Bridge Seismic Retrofit Project (HBP), Oakland, CA:** Project Manager as extension of Staff to assist the City with Construction Management, Contract Administration, QA/QC materials testing and structural inspection for seismic retrofit of 5 bridges.

**Canoga Avenue Bridge (HBP), City of Los Angeles, CA:** Project Manager for the Design and Construction Engineering for the widening of an existing 150-foot long built up steel girder bridge over the LA River.

**Embarcadero Bridge Replacement over Lake Merritt Channel, Oakland, CA:** Principal-in-Charge for the bridge construction inspection, special inspection, and materials testing services during the construction of the Embarcadero Bridge Replacement over Lake Merritt Channel. The project consists of the removal and disposal of the existing 500' long bridge and the construction of the new 535' long four-span cast-in-place post-tensioned concrete box girder bridge supported on concrete columns with cast-in-drilled-hole piling foundations, with bin type abutments comprised of precast prestressed concrete slabs supported by precast prestressed concrete piles. The project also includes construction of new drainage and stormwater treatment facilities, rock slope protection, landscape planting and irrigation, signing and striping, traffic detours, implementation and maintenance of a water pollution control plan (SWPPP) and other miscellaneous work.

**G Street / BNSF Grade Separation, Merced, CA:** Principal-in-Charge for construction management and inspection services for a grade separation at BNSF rail corridor and G Street. The Underpass carries two sets of tracks over four lanes depressed roadway traffic (six lanes of future traffic). An extremely tight vertical clearance and the desire to minimize the roadway depression required the use of a precast concrete box beam bridge type. The structure consists of four simple spans that total to 145 feet long. The substructure consists of concrete abutments and center pier walls supported on driven piles designed to facilitate top-down construction. The entire structure was constructed in stages to permit continual BNSF and Amtrak traffic.

YEARS WITH FIRM
29
LICENSES/CERTIFICATIONS
<b>Civil Engineer</b> CA C49793 <b>Structural Engineer</b> CA S4676
EDUCATION
<b>B.S. Civil Engineering</b> Santa Clara University
PROJECT ROLE
Principal-in-Charge





## MAZEN MNEIMNEH, PE

### CONSTRUCTION MANAGER

Mr. Mneimneh has 18 years of experience managing the construction and inspection of civil and structural transportation projects. Projects include bridge replacement, grade separations, road widenings, overlay,

PCC & AC pavements, drainage retaining walls, signals, landscaping, pedestrian bridges and sidewalks. He manages projects requiring extensive coordination with multiple stakeholders-utility companies, Caltrans-Local Assistance, Funding Agencies (Federal, Local, State, FHWA), environmental and regulatory agencies.

Mr. Mneimneh:

- Oversees design issues, construction inspections, material testing, submittals, shop drawings, RFIs, change orders, and claims.
- Constructability, value engineering and coordinates the various design packages
- Schedules work in logical steps and budgets time to meet deadlines.
- Determines staffing requirements and supervises consultants assigned to project.
- Controls and monitors cost, prepares and negotiates change orders
- Manages bid process, bid specifications and cost estimates

### PROJECT EXPERIENCE

**Pioneer Boulevard Rehabilitation, Norwalk, CA:** Resident Engineer for the rehabilitation of Pioneer Boulevard between Rosecrans Avenue and Alondra Boulevard, Project No. 7149. The work involves construction of landscaped median islands along the center of the street, installation of a new traffic signal on Pioneer Boulevard at Ferina Avenue/Hopland Avenue, repaving the roadway including repairs to gutters, and upgrading corner accessibility ramps.

**Firestone Boulevard Regional Corridor Enhancements Project, South Gate, CA:**

Construction Manager for the improvement to a major gateway to the City. To achieve this goal the number of traffic lanes will be increased from four to six lanes on Firestone Boulevard between Alameda Street and Hunt Avenue. Improvements also include the synchronization of traffic signals, installation of new street signage and construction of raised medians, curb and gutter, and asphalt paving.

**Firestone Blvd Bridge Widening over Los Angeles River (HBP), South Gate, CA:** Resident Engineer & Structures Representative - Construction Management for a 473-ft bridge and 300-ft road widenings; a federally funded Highway Bridge Project following Caltrans Local Assistance Procedures. As the resident engineer and structure representative, Mazen is leading the full-service construction management team for this major bridge project. The bridge utilized precast concrete bulb-tee girders.

**Firestone Blvd Bridge Replacement over San Gabriel River (HBP), Norwalk, CA:** Structures Representative - Construction Management and Inspection for a 239-ft bridge replacement; a federally funded Highway Bridge Project following Caltrans Local Assistance Procedures. As the structures lead, Mazen provided on-site structure representation inspection and construction support services including processing, reviewing, and responding to contractor submittals, RFI's, Scheduling, successfully passing the Caltrans LAP Audit, invoicing, and project closeout. The three-span six-lanes bridge is constructed of precast concrete wide flange girders, supported on pier walls and drilled CIDH piles.

PROJECT ROLE
Construction Manager
LICENSES/CERTIFICATIONS
<b>Civil Engineer</b> CA C65560 <b>Contractor License</b> CA Class B 1010354 <b>ACI Concrete Filed Testing</b> Tech – Grade I
EDUCATION
<b>M.S. Civil Engineering</b> Santa Clara University, California <b>B.S. Civil Engineering</b> Beirut Arab University, Lebanon
EXPERTISE
<ul style="list-style-type: none"> <li>• Construction Mgmt</li> <li>• Resident Engineer</li> <li>• Contract Administration</li> <li>• Cost Control</li> <li>• Scheduling</li> <li>• Quality Control</li> <li>• GreenBook/LAPM</li> <li>• Caltrans Specs</li> <li>• Designs, Drawings, Specs</li> <li>• Utility Coordination</li> <li>• Labor Compliance</li> <li>• Claims Resolution</li> <li>• SWPPP Compliance</li> <li>• Project Close-out</li> </ul>



## BRIAN FRENCH

### CONSTRUCTION INSPECTOR

Mr. French has 18 years of extensive public works/construction inspector experience, office engineer and quality control. He has worked on asphalt and conventional asphalt overlay projects, storm drain installations and sewer lateral installation projects. His knowledge includes: Green Book, Caltrans Standards/ Specs and WATCH Manual; knowledge of asphalt concrete and emulsion technologies; catch basin-poured-in-place or precise; junction structures and collars; ADA compliant concrete ramps and reports, concrete sidewalks, curbs and gutters, driveway approaches and x-gutters; metal beam guard railing; landscaping; median curbs; concrete, asphalt and rubber pavement; storm drains and sewer construction; SWPPP; soundwalls and retaining walls; ductile iron water lines and channel slope paving.

### PROJECT EXPERIENCE

**Pioneer Boulevard Rehabilitation, Norwalk, CA:** Construction Inspector responsible for inspecting the project during the day and also at night. Scope included asphalt paving, traffic control and installing traffic loops. Work also included writing daily reports, taking daily pictures, employee interviews, SWPPP, public safety and public relations.

**Lakewood Blvd. Improvements- Phase 3C From Gallatin Road. to Telegraph Road, Downey, CA:** Construction Inspector responsible for inspecting coldmilling, roadway excavation, removal & replacing concrete sidewalks, removal & replacing concrete curbs/gutters, making sure any extra work was inspected and all hours/equipment were agreed out in the field, asphalt base and cap paving, backfilling, coordinating compaction tests and samples, inspection of ADA ramps inside Caltrans RTW using Caltrans plans/specs and also inspecting ada ramps using Greenbook specs for city, inspecting concrete structures, parkway drains, inspection of bioswales and french drains, coordination with Caltrans for any closures or issues in the field in the Caltrans RTW, SWPPP, installing new bus shelter, installing new pedestrian/ street lighting, coordinating with city public works departments, coordinating with county on any reclaimed water issues, filling out employee interviews, public safety and access, traffic control, public relations, temp and final signing and striping. Bryan's responsibility also included taking daily pictures, writing daily reports with daily quantities, monthly estimates, daily emails/text to those involved from the city on what the contractor was working on today and making sure all work done was per plans, per specs, per Greenbook, Caltrans Standards, Specs.

**N. San Fernando Blvd Safety Project (between Grismer Ave. and Walnut Ave) Burbank, CA:** Construction Inspector responsible for coldmilling, asphalt paving, drainage systems, SWPPP reports, public safety, new ada compliant ramps and filling out the 2015 Caltrans ada ramp forms and picture forms, grading, class 2 base, concrete sidewalks and curb and gutters, public safety, traffic control, installing new/relocating/removing existing traffic signals, communications, inspecting signal pole foundations, signing and striping.

#### **City of Burbank N. San Fernando Blvd Safety Project (between Grismer Ave. and Walnut Ave.)**

**Senior Construction Inspector:** Responsible for coldmilling, asphalt paving, drainage systems, SWPPP reports, public safety, new ada compliant ramps and filling out the 2015 Caltrans ada ramp forms and picture forms, grading, class 2 base, concrete sidewalks and curb/gutters, public safety, traffic control, installing new/relocating/removing existing traffic signals/ communications, relocating signals, inspecting signal pole foundations, signing and striping. My work also included taking daily pictures, taking daily picture, doing daily picture reports, writing daily reports, doing employee interviews, writing daily reports, daily quantities and monthly estimates.

PROJECT ROLE
Construction Inspector
LICENSES/CERTIFICATIONS
<ul style="list-style-type: none"> <li>• <b>ACI Training</b></li> <li>• <b>Confined Space Training</b> Grade I</li> <li>• <b>Microsoft Excel</b> Level 1 and 2</li> </ul>
EXPERTISE
<ul style="list-style-type: none"> <li>• Roadway inspection</li> <li>• Greenbook &amp; Caltrans</li> <li>• SWPPP</li> <li>• Quality Control/Quality Assurance</li> <li>• Utility Coordination</li> <li>• Safety/Traffic Inspection</li> <li>• Pay Estimates</li> <li>• Landscape</li> <li>• Traffic Signal</li> <li>• Recycled Water</li> <li>• Grading</li> <li>• Curb and Gutter</li> <li>• <b>Bilingual (English and Spanish)</b></li> </ul>



## SOCORRO DE LA TORRE

### CONSTRUCTION INSPECTOR (ALTERNATE)

Mrs. de la Torre has 11 years of experience in the construction management and inspection of bridge projects. She has devoted a substantial part of her professional career to civil engineering, particularly construction and inspection support of highway and light rail transit bridges. She has also played various roles as a field engineer, project engineer, assistant superintendent, and assistant structure representative/inspector. She has worked on multimillion-dollar construction projects with Caltrans, Metro, City of LA, City of South Gate, City of Huntington Beach, and MWD. Projects included roadway rehabilitations, bridge replacement, grade separations, bridge widenings, falsework, landscaping, pre-stressed and reinforced concrete, cast-in-drilled holes (piles), trenching and shoring, precast girders, mass concrete, bridge demolition, rock slope protection, sign structures, sound walls, retaining walls, culvert extensions, Austin vaults, pump stations, steel structures, painting, utility underground, electrical, plumbing, waterproofing membranes, tunnels, light rail transit and stations.

### PROJECT EXPERIENCE

**Firestone Boulevard Bridge Widening over the Los Angeles River (HBP), South Gate, CA:** Construction Inspector for the widening of a 439-ft long bridge over a major river. As the primary bridge inspector on this project, Socorro has performed all the types of inspections required, including structural, roadway, and traffic handling, such as, construction of bridge widening, removal and replacement of sidewalk and curb and gutter, removal of existing asphalt pavement and replacement with jointed plain concrete pavement, relocation of street lighting, striping, and traffic control systems. Assisted structures rep with submittal review and respond to Request for Information, track quantities on a daily basis and review and prepared progress payments, and provide documentation of daily reports. Perform SWPPP walks with Contractor for SWPPP reports.

**Warner Ave Bridge Rehabilitation (HBP),** Construction Inspector for the construction of the removal and replacement of the concrete barriers, chain link railing, asphalt pavement overlay, check for unsound concrete at bridge bents and columns, the replacement of missing rock slope protection in the channel, removal and replacement of sidewalk, and removal and replacement of metal beam guardrail. Duties and responsibilities specialized oversight of the structural elements for the bridge, assisted the City with progress pay estimates, daily inspection documentation, and resolved field and design issues in a timely manner.

**Exposition Light Rail Transit (Phase 1), Los Angeles, CA:** Field Engineer for a \$700 million Metro Joint venture design-build project which consisted of 9.6 miles of twin track light rail line, including construction of 11 passenger stations, three park-and-ride lots, underground utility replacement, street improvements and a 1,000-foot cut-and-cover tunnel in front of USC campus. Managed segment of work and performed engineering QC inspection during all phases of construction including bridge construction, walls, barriers, excavation, trenching, backfill, demolition, drainage, electrical, utility underground work, architectural steel finish at train stations, painting, sign structures, structural steel and miscellaneous steel, landscape, tree planting, irrigation systems, street lighting, traffic signaling, paving, train railing, and tunneling.

PROJECT ROLE
Construction Inspector (Alternate)
LICENSES/CERTIFICATIONS
<ul style="list-style-type: none"> <li>• Confined Space</li> <li>• Metro 3rd Party Contractor Safety Trained</li> <li>• ACI Concrete Field Testing Tech – Grade I</li> <li>• BNSF Safety</li> </ul>
EDUCATION
<b>B.S. Civil Engineering</b> California State University, Los Angeles, CA
EXPERTISE
<ul style="list-style-type: none"> <li>• Roadway and Structure inspection</li> <li>• Greenbook &amp; Caltrans</li> <li>• SWPPP</li> <li>• Quality Control/Quality Assurance</li> <li>• Utility Coordination</li> <li>• Safety/Traffic Inspection</li> <li>• Pay Estimates</li> <li>• Curb and Gutter/Sidewalk</li> <li>• Traffic Signal and Landscape</li> <li>• CPM Scheduling</li> <li>• <b>Bilingual (English and Spanish)</b></li> </ul>





## KATHY ORTIZ-COBIAN

### PUBLIC OUTREACH

Kathy Ortiz-Cobian has over 15 years of experience in public relations and community outreach. She is a professional with expertise in development and implementation of comprehensive strategic communication and outreach initiatives. Her experience crosses a wide spectrum of sectors and public policy matters. She has worked on large and small projects spanning transportation, environmental and academic sectors. Ms. Ortiz-Cobian is adept at building strong relationships with clients and has special expertise in bilingual-bicultural outreach to Spanish speaking communities. Key qualifications include developing networks and brokering relationships between clients and communities, public meeting facilitation, writing, editing and managing production of internal and external communication pieces and identifying strategic mitigation measures for community risks.

### PROJECT EXPERIENCE

**City of South Gate Capital Improvement Program:** AA provided outreach and communication services to support the City of South Gates' Capital Improvement Program, which served a variety of transportation projects across the city. Ms. Ortiz-Cobian served as a Senior Project Coordinator for public outreach and assisted with implementation of the overall public outreach plan, which included participation in City update meetings, support for the coordination and implementation of special events, community workshops and maintenance of the stakeholder database.

**City of South Gate Firestone Bridge Widening:** The City of South Gate sought to reduce delays, improve mobility and increase safety on Firestone Blvd. The Firestone Blvd Bridge Widening Project was the first phase of a two-phase project to improve traffic on Firestone Blvd and the southbound on-ramp to the I-710 freeway. In collaboration with the City of South Gate Public Works Department, Ms. Ortiz-Cobian assisted with the development of the Public Outreach Plan (POP).

**City of South Gate Firestone – Atlantic Gateway District Specific Plan:** In anticipation of the planned Eco-Rapid Transit South Gate Station, the City of South Gate prepared a Transit Oriented Development plan which is mixed-use, pedestrian- and transit-focused. As part of the Plan, AA developed a comprehensive Public Involvement Plan (PIP) to engage stakeholders in the planning process. Ms. Ortiz-Cobian provided assistance with the development of the project PIP and stakeholder database used to coordinate public outreach strategies, meetings, workshops and open house activities. She has also provided guidance for the design and implementation of new branding and image for the City of South Gate used on all notices, fact sheets, FAQ's and meeting handouts.

PROJECT ROLE
Public Outreach
EDUCATION
<b>B.S. Communication Arts</b> <b>PhD, Clinical Psychology</b> Alliant International University <b>BA, Psychology</b> University of Southern California
EXPERTISE
<ul style="list-style-type: none"> <li>Public Relations</li> <li>Construction Community Relations</li> <li>Website Management</li> <li>Social Media</li> <li>Public Event Planning and Coordination</li> <li><b>Bilingual (English and Spanish)</b></li> </ul>





## GARRETH SAIKI, PE, GE

### MATERIALS TESTING

Mr. Saiki has over 31 years of experience providing contract management for many multi million dollar contracts for providing geotechnical consulting, materials testing and inspection services for roads, bridges grade separations, and highways, and other public works projects. He also brings extensive Caltrans experience, having managed Ninyo & Moore's materials testing contracts for MOS 1, 2 and 3 of the I-405/SR-55 Interchange Improvement project. Mr. Saiki will be responsible for overseeing our in-house personnel performance, as well as contract management, as it pertains to schedule, budget and documentation control, as well as our technical QA/QC controls.

### PROJECT EXPERIENCE

**I-710 / Firestone Boulevard Widening, South Gate, CA:** Served as Project Manager providing geotechnical and material testing services for the widening of the northbound off ramp from Interstate 710 to Firestone Boulevard. Services provided included field density testing for subgrade, embankment fill, aggregate base, and asphalt concrete. Testing of the compacted soils in the field were performed using a nuclear gauge in accordance with CT231 and the California Impact Test (CT216). Laboratory testing of the asphaltic concrete materials included Hveem unit weight and stability (CT366), and asphalt extraction (CT382). Import soils were tested for sieve analysis (CT 202), sand equivalent (CT 217), Expansion Index (ASTM D4829), and sulfate and chloride content (CT 417 and 422).

**Firestone Blvd Bridge Widening, South Gate, CA:** Served as Principal Engineer providing oversight and technical review during for the geotechnical and materials testing services during construction of the Firestone Boulevard Bridge Widening project in South Gate, California.

**Caltrans District 59, On-Call Structural Materials Inspection Services Districts 7, 8, 9, 11, 12 & Santa Barbara County, CA:** Served as Project Principal providing oversight as a subconsultant to Caltrans to support the Office of Structural Materials (OSM) providing materials testing and inspection at construction projects located within the jurisdiction of Caltrans Districts 7, 8, 9, 11, 12 and the County of Santa Barbara. Services included inspection of welding and structural materials to be incorporated into transportation structures.

**I-15/Duncan Canyon Interchange Project, Fontana, CA:** Served as Project Manager for the Duncan Canyon Interchange, realignment of Lytle Creek Road, and storm drain improvements. The new interchange included widening the existing over-crossing bridge and new freeway access ramps. Services included project coordination, management and technical support. Field services included sampling and testing of structural concrete, asphalt concrete (AC), embankment fill, structural backfill and aggregate base (AB).

PROJECT ROLE
Material Testing
LICENSES/CERTIFICATIONS
<b>Professional Engineer</b> (Civil) CA #C49665
<b>Geotechnical Engineer</b> (Geotechnical) CA #2509
EDUCATION
<b>MBA</b> University of California Davis
<b>M.S., Geotechnical Engineering</b> University of California Berkeley
<b>B.S., Civil Engineering</b> University of California Berkeley
EXPERTISE
<ul style="list-style-type: none"> <li>• Highway/Bridges</li> <li>• Funding</li> <li>• Caltrans</li> <li>• Project Management</li> <li>• Soils Expert</li> <li>• Flexible and Rigid Pavement Design</li> </ul>



## ANNA MENDIOLA, ASLA

### LANDSCAPE ARCHITECT

Anna Mendiola is a licensed landscape architect with extensive experience managing public sector landscape architectural projects. With over 25 years of public sector service, working for municipal parks and public works departments, Ms. Mendiola's experience includes project management and construction management for large and small parks; recreational facilities, medians; streetscapes, bike paths and other municipal landscape projects. As a project manager, Ms. Mendiola's experience include oversight of project design development, permitting, bidding, QA/QC plan check services, and construction management for landscape architectural and building projects. Her construction management experience includes construction documentation QA/QC; RFI and submittal review; plant material tagging and approval; daily and weekly site inspections to ensure compliance with the plans and specifications with emphasis on planting and irrigation.

### PROJECT EXPERIENCE

#### Landscape Architectural Consulting, (2014 to present)

Providing landscape architectural services with an emphasis on project and construction management; construction document QA/QC review; proposal and grant writing; and construction inspection services.

- Project and construction management services for landscape architectural projects, including parks, streetscapes and medians.
- Grant preparation and services for school district and municipal projects.
- Plan check services for municipal projects, including compliance with Water Efficient Landscape Ordinance and Low Impact Development standards.
- Successful RFP proposal submittals for on-call landscape architectural contracts.
- Construction administration and management: reviewing RFI's and submittals; construction site observation services; preparing meeting notes and punch lists.
- Community outreach and facilitation.
- Coordination of design development and construction document packages.
- Preparation of construction estimates of probable costs.

#### Park Development Officer, (2001 to 2014)

City of Long Beach, Dept. of Parks, Recreation and Marine,

#### Planning & Development Division

- Lead staff for all park planning, development and construction projects.
- Project development and management, from concept to grand opening.
- Construction management and administration.
- Supervision of park planning division team members.
- Development of short and long-term park planning goals and objectives.
- Project development and management, from concept to grand opening.
- Construction management and administration.
- Budget preparation: operating and CIP 5 year.
- Project permitting.
- QA/QC for design and construction documents.
- Writing and presentation of grant applications, staff reports and project status reports.
- Community outreach, including meeting organization and facilitation
- Coordination with elected officials and community groups.

PROJECT ROLE
Landscape Architect
LICENSES/CERTIFICATIONS
<b>Registered Landscape Architect</b> CA No. 3279
EDUCATION
<b>B.S. Plant Science</b> University of California Riverside, Riverside, CA
<b>Mater of Landscape Architecture</b> California State Polytechnic University, Pomona CA
EXPERTISE
American Society of Landscape Architects, Member

- Coordination with LB Property Services to acquire park space in the City.

**Grounds Maintenance Superintendent, (1999 to 2001)**

**City of Long Beach, Dept. of Parks, Recreation and Marine, Maintenance Bureau**

- Day-to-day supervision of Grounds Maintenance Division.
- Oversight of grounds maintenance contract to ensure compliance with contracts.
- Budget preparation.
- Liaison with elected officials, community groups and citizens.
- Coordination with capital projects.
- Design review and plan check.

**City Landscape Architect**

**City of Palmdale, Dept. of Public Works, (1989 to 1999)**

- Administered Landscape and Lighting District for city landscape maintenance funding.
- Develop and implement design standards for City landscape projects
- Plan check and construction observation for all park projects including street tree installation, park development, subdivision parkway and erosion control planting, medians and commercial





## PROJECT UNDERSTANDING

Project Understanding

## PROJECT APPROACH AND SCOPE OF WORK

The City of Montclair Public Works Department is taking a positive approach to revitalize major segments of Central Avenue between Phillips Boulevard (southern City limit) and I-10 (northern City limits).

The project will add landscaped and hardscaped along the medians signal modifications, recycle water line, and handicap accessibility.



Central Avenue

## SCOPE OF WORK APPROACH & WORK PLAN

### CONSTRUCTION PHASE

#### CONSTRUCTION MANAGEMENT PLAN

Biggs Cardosa Associates is committed to implement Construction Management Plan (CMP) and Quality Assurance Program (QAP). As we mobilize our staff to the project, they will review all pertinent portions of the CMP, and then our RE in partnership with the City will lead a round-table discussion with our staff to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project.

#### CONSTRUCTION MEETINGS, SCHEDULE, AND FIELD MEETINGS

The Resident Engineer will coordinate the weekly meetings with the Contractor, the City of Montclair, Designer (when applicable), and third-party representatives (as required) to discuss progress, issues, concerns and resolutions, upcoming construction, schedule, safety, and third-party coordination. The Resident Engineer will schedule, coordinate, and facilitate the pre-construction, construction progress, and other on-site construction-related meetings and document key discussion and decisions by preparing, distributing, and filing meeting minutes.

#### SCHEDULE REVIEW

Biggs Cardosa has extensive knowledge of construction methods and extensive experience with utilizing scheduling software such as Primavera Project Planner (P6) or Microsoft Project so that reasonable and accurate schedules are developed, adequately maintained and used effectively to plan, monitor and control the work from a scheduling perspective. We will review the contractor's preliminary schedule, the baseline schedule, and all schedule updates, including time impact analyses submitted by the contractor under the terms of the construction contract if realistic against various criteria including but not limited to Logic (Sequence), Durations, Float, Critical Dates, and Phasing) and to identify any potential or actual delays to the approved schedule.

#### SUBMITTAL MANAGEMENT

Biggs Cardosa will review project submittals, approve or recommend approval, and a log will be established at the beginning of the Project and will be continuously maintained and updated. The Submittal Log will identify the parties responsible for review and acceptance. Submittals log will be addressed in the weekly progress meeting.

#### REQUESTS FOR INFORMATION (RFI)

Biggs Cardosa will process, track, and document Project Requests for Information (RFI) and responses and an RFI log will be established at the beginning of the Project and will be continuously maintained and updated. The RFI Log will identify the parties responsible for review and response. The Resident Engineer will prepare responses to RFI's in a timely manner and in accordance with the requirements of the Contract and will copy the City Project Manager.

#### CONTRACT CHANGE ORDERS

We will review necessary changes to the project and advise the City of Montclair of change impacts to project schedule and budget. To achieve this, we will:

- Assemble documentation of item quantities, cost calculations, inspection reports, test reports, drawings, photographs, and other materials as required.

- Obtain concurrence from the designer for change orders that modify the design.
- Prepare change order estimates, consisting of a detailed Force Account Analysis, and time impacts to the contractor's schedule and operations.
- Evaluate the contractor's price proposals for reasonableness and accuracy.
- Prepare change orders and attachments after obtaining approval from the City of Montclair, designer and others, as appropriate.
- Maintain a change order log to track proposed change for review, transmittal and approval.

#### **COST CONTROL**

Cost containment will be one of the primary tasks of the Biggs Cardosa Team. We will ensure project costs are managed and minimized utilizing a comprehensive project controls program including the following tools:

- **Lessons Learned:** The Biggs Cardosa Team will utilize the experience and information gained on past projects of similar nature and magnitude, knowledge of the local area and the construction environment, and the relationships we've developed with the City of Montclair, local agencies and utility companies.
- **Constructability Review:** During the construction phase, we will eliminate as many potential problems as possible with a thorough review of the bid documents by our experienced staff. We will review construction drawings to identify as many errors, omissions, conflicts or ambiguities as possible. We will assist the City of Montclair in producing clear construction documents.
- **Change Control:** The Biggs Cardosa Team will diligently manage changes to the project by implementing the following functions and processes: Request for Information / change, document control, design change process, claims management, construction change process, estimating / cost control, submittal tracking / review, configuration control, action item / issue notification / tracking and decisive informed decision making.

#### **PROGRESS PAYMENT**

Biggs Cardosa will provide accurate calculations for all items of work completed and accepted to allow for progress payment. The quantity of each item will be field measured, if necessary, to prevent overpayment or underpayment. Payments on progress estimates must be traceable to checked source documents that are field-measured or calculated quantities. Upon completion of progress payment verification, the Resident Engineer will provide the monthly progress payment certification to the City for review and approval and payment.

#### **CONTRACT LABOR COMPLIANCE**

We will ensure compliance with the Davis-Bacon Act by conducting employee interviews with the Contractor's laborers to verify labor compliance requirements as well as review Contractor's certified payrolls, daily inspection dairies, and prevailing wages records to ensure Equal Employment Opportunity (EEO) requirements are performed and documented in the project files.

#### **CONTRACT CONFORMANCE**

Biggs Cardosa will observe the construction process to make sure the processes and procedures employed by the Contractor will result in full compliance with the contract documents. It is our goal to work as a cohesive team in helping the Contractor, and thereby preventing him from running into problems and delays.

#### **DOCUMENT TRACKING SYSTEM**

We will implement and maintain a Caltrans customized expedition system modified for the City of Montclair to control project documents. Our team will work with the City of Montclair project manager to prepare the document control system for the start of the project. As part of our customized CM approach, Biggs Cardosa will tailor the project document control, storage and retrieval methods to the needs of the project and in accordance with Caltrans and the City of Montclair procedures. Biggs Cardosa will prepare, log, and maintain the project records, including but not limited to: Weekly Statement of Working days, Daily Inspection Reports, Correspondence, Submittals, Change Orders, Notice of Potential Claim, Progress Payments, Lab and Field Test Reports, Materials Delivery Tickets and Compliance Certification, Progress Reports, Progress Photos, Meeting Minutes and Monthly Reports. This effort will be led by Mazen with the assistance of support staff.



#### **SAFETY**

Biggs Cardosa understands that there is nothing more important than the safety of the construction team and the public. We will review the contractor's code of safe practices, and develop a project specific code of safe practices. All project team members will be required to review, sign, and adhere to the project code of safe practices. Biggs Cardosa Team will conduct safety reviews, night safety inspections, and weekly safety tailgate meetings. On this Project the two most pressing safety issues during construction will be night work safety and traffic handling during staged construction.

#### **CLAIMS REVIEW**

Disputes avoidance is going to be an essential part of this project. To ensure proactive disputes avoidance, our team will put in place a communication and documentation process that will avoid frivolous notice of potential claims through partnering with the contractor and resolving conflicts at the lowest level possible. We will analyze claims and manage disputes in accordance with procedures provided by the City of Montclair and the project specifications.

#### **POST CONSTRUCTION PHASE**

##### **PRE-FINAL INSPECTION**

Biggs Cardosa will continuously inspect the work and at the end of the project and will generate a "Punch List" that includes all deficiencies. Staff will continuously inspect the work until all items on the list are complete.

##### **FINAL INSPECTION**

Upon completion of items listed in the "Punch List", Biggs Cardosa will perform a final inspection prior to project acceptance.

##### **PROJECT CLOSE OUT AND TRANSFER OF PROJECT RECORDS**

Biggs Cardosa will follow the City of Montclair Guidelines for project close-out documentation and project acceptance. Upon completion, all project files and As-Builts will be properly packed and delivered to the City of Montclair. This includes:

- Submittals, RFIs, and CCOs, and associated logs and conformance review letters
- Daily observation journal entries
- Photo/video documentation
- Quarterly progress reports
- Approved as-built Record Drawings

- Special inspection reports and associated log that contain the date, quantity/description, location and test results for all special inspections and material tests
- Shop drawings that include all field notes filed by specification
- Completed Punch List
- Project acceptance report and written assurance that the work is completed and ready for acceptance by the City of Montclair.

## **CONSTRUCTION OBSERVATION / INSPECTION SERVICES**

### **PRECONSTRUCTION CONDITION SURVEY**

The preconstruction survey will consist of a photo documentation log system addressing the preconstruction condition of the project and more importantly the condition of the neighboring businesses and residences. This document will be utilized to defend the City of Montclair from tort claims.



### **CONSTRUCTION OBSERVATION/INSPECTION**

The Biggs Cardosa Team will be responsible for Quality Assurance to verify that the Contractor's QC Plan is being adhered to and to independently verify the Contractor's QC findings and activities. Our inspectors will conduct the daily inspections of all work to be performed by the Contractor to ensure the construction is in accordance with the plans and specification.

### **QUALITY ASSURANCE**

The Contractor is responsible for its own Quality Control. The Biggs Cardosa Team will be responsible for Quality Assurance to verify that the Contractor's QC Plan is being adhered to and to verify independently the Contractor's QC findings and activities. Our Quality Assurance policy on this project is to ensure the processes and procedures employed by the Contractor will result in full compliance with the contract documents.

### **DAILY EXTRA WORK REPORTS**

The Resident Engineer will develop a Daily Extra Work Report to be signed in the field by Inspectors and the Contractor in the case of a Time & Materials Contract Change Order. The form will contain project information and will provide accurate information for payment.

### **WEEKLY STATEMENT OF WORKING DAYS**

Biggs Cardosa will monitor Contractor work daily and report all information on a daily report that includes all work items, quantities, directives, location of work, date and time of work, weather conditions, and any other pertinent information as deemed necessary. The Resident Engineer will review all daily reports for content and accuracy to develop a Weekly Statement of Working Days. The Statement of Working Days will show total contract time from first to last chargeable day, weather days, holiday days, additional CCO days, and controlling activities for each week in order to compare to the Contractor's CPM Schedule to monitor progress and performance. The Weekly Statement of Working Days will be signed by the Resident Engineer and sent to the Prime Contractor weekly.

### PHOTOGRAPHS AND VIDEOTAPE

Photos and Videotapes will be taken daily and will be labeled and filed:

1. Before the start of construction to document existing conditions of the job site
2. During construction to document daily work progress
3. After construction to document project completion.



### MATERIALS TESTING/GEOTECHNICAL

The Biggs Cardosa Team will coordinate the Quality Assurance (QA) materials testing with the City to ensure compliance with the Contract requirements. QA sampling and testing will be monitored by Ninyo & Moore, a Caltrans certified materials testing laboratory located in Irvine. The anticipated items that need testing on this project are as follows: Soil Compaction Tests, Soil Gradation during trench backfill and subgrade preparation and during ARHM and AC paving operations. All testing will be performed in accordance with the latest ASTM requirements.

### CONSTRUCTION IMPACT ON TRAFFIC AND THE PUBLIC

In response to the public relations needs and time sensitivity of the deliverables for this project, our team will work closely with the contractor to ensure a “Neighborhood Friendly Environment” and guarantee there will be no disruptions to the businesses in the areas. Our main goal is to help the City implement an effective public awareness campaign to ease and minimize inconvenience to local residents, businesses, tourists and the traveling public for the Central Avenue Rehabilitation Project.

### COMMUNITY OUTREACH COORDINATION

As part of the Biggs Cardosa Team, Arellano Associates will develop and manage a proactive effort to facilitate public involvement and project understanding while managing public frustration over the Central Avenue construction activities. While the need for the streetscape project is clear, there is no doubt that the traffic handling of Central Avenue will create significant traffic inconveniences to both residents, visitors, and commuters. Arellano Associates will draw from their firsthand experience gained from successfully completing other public outreach programs in the City of South Gate to provide a cost-effective and strategic outreach campaign.



Arellano’s public outreach plan will start on Day 1 and will put strong emphasis on public and stakeholder meetings before construction starts to review these and other community visions, goals and recommendations, so that any construction plan they develop has strong roots in—and is respectful of—a process that has been ongoing for decades. Arellano’s goal will ensure that residents, tourists and commuters are informed that:

- The traffic will be impacted for 6 months
- Lane shifts and detour routes will be clearly marked

- Construction Information Officers are available to respond to inquiries, complaints and requests.

**CONSTRUCTION IMPACT ON TRAFFIC AND THE PUBLIC**

Biggs Cardosa’s Team will coordinate the construction activities of this project and will consider various incentives for expedited construction to minimize the construction period traffic disruption.

**UTILITY AND OUTSIDE AGENCY COORDINATION**

Our Resident Engineer fully understands the role of communication and coordination with all the applicable agencies and stakeholders, and will make sure that all involved parties are kept informed of construction activities.





FEE PROPOSAL



**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**  
 Central Avenue, Montclair  
 Fee Proposal



CM Services (Key Staff)	Construction Complete						Project Close-out					
	1	2	3	4	5	6	Close-Out	No. of Hours	Rate/Hour	Total (\$)		
<b>Month</b>	1	2	3	4	5	6						
PRINCIPLE-IN-CHARGE (Michael Thomas - BCA)	6						6	12	\$250.00	\$3,000		
ADMIN (BCA)	24	24	24	24	24	24	24	144	\$92.00	\$13,248		
CONSTRUCTION MANAGER (Mazen Mneimneh - BCA)	100.0	80.0	80.0	80.0	80.0	80.0	80.0	500	\$195.00	\$97,500		
CONSTRUCTION INSPECTOR (Brian French / Socorro De la Torre - BCA)	168.0	168.0	168.0	168.0	168.0	100.0	100.0	840	\$135.00	\$126,900		
PUBLIC OUTREACH (Kathy Ortiz - Arellano and Associates)	50.0	48.0	50.0	48.0	48.0	50.0	50.0	294	\$78.00	\$22,932		
MATERIAL TESTING AND SAMPLING (Garreth Saiki - Ninyo & Moore)										\$28,729		
Landscap Inspection Support (Anna Mendiola) - A's needed		8.0	16.0	8.0	16.0	16.0	16.0	64	\$140.00	\$8,960		
SURVEYOR (Tom Decker - FES) - A's Needed	16.0	8.0	16.0	8.0	8.0	8.0	8.0	64	\$150.00	\$9,600		
<b>Other Direct Costs</b>	364	336	354	336	344	284		2,018		\$2,000		
									<b>TOTAL</b>	<b>\$312,869</b>		

**Notes:**  
 1 - Schedule of Rate is based on one 8-hour shift  
 2 - Construction assumed to be up to 5 month + 1 month (Close-out)



RESOLUTION NO. 19-3226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND AUTHORIZING WOOD FLOOR REPAIRS IN THE COMMUNITY CENTER GYMNASIUM

WHEREAS, Section 20160, et seq., of the California Public Contract Code defines the process to be used by cities in the acquisition of construction services for public projects; and

WHEREAS, Section 20162 of the California Public Contract Code requires construction contracts in excess of \$5,000 be advertised and awarded to the lowest responsible bidder; and

WHEREAS, Section 20168 of the California Public Contract Code allows the legislative body of a city, in the case of an emergency and by a majority vote, to pass a resolution to forego customary bid procedures when it is determined that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property by taking any necessary steps to procure equipment, services, and supplies for those purposes; and

WHEREAS, upon adoption of the resolution, the agency may expend any sum required in the emergency, provided the agency complies with Chapter 2.5 (commencing with Section 22050) of the California Public Contract Code; and

WHEREAS, Section 22050 of the California Public Contract Code provides a contracting procedure to be used in the event of an emergency; and

WHEREAS, recent flooding has left the Community Center gymnasium floor unusable and further damage to said floor is imminent unless mitigated immediately; and

WHEREAS, it is impractical to close the gymnasium to public activities for an extended period of time while bid documents are prepared and advertised in accordance with Section 20160, et seq., of the California Public Contract Code; and

WHEREAS, said flooring damages can most effectively be repaired by contracting with one or more restoration contractors for the required services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, in accordance with Sections 20168 and 22050 of the California Public Contract Code, does hereby make the following findings:

SECTION 1. The emergency will not permit a delay that would result from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

SECTION 2. Based on substantial evidence set forth by City staff, which testimony is hereby incorporated by reference, the public interest and necessity demand the immediate expenditure of public money to safeguard property without the customary public bid procedures for such public improvements; and

SECTION 3. The City Manager is hereby delegated the authority to enter into a construction contract with Maier International, Inc., to perform any and all work necessary to repair the existing Community Center wood gymnasium floor.

APPROVED AND ADOPTED this XX day of XX 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3226 was duly adopted by the City Council of said city and was approved by the Mayor of said city on the XX day of XX 2019, and that it was adopted by the following vote, to wit:

AYES: XX  
NOES: XX  
ABSENT: XX  
ABSTAIN: XX

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Andrea M. Phillips  
City Clerk



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	CYC050
<b>SECTION:</b>	BUSINESS ITEMS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	A	<b>PREPARER:</b>	A. PHILLIPS
<b>SUBJECT:</b>	CONSIDER MAKING AN APPOINTMENT TO FILL THE VACANCY ON THE CITY COUNCIL FOR A TERM ENDING IN DECEMBER 2020		

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**REASON FOR CONSIDERATION:** This item was continued by the City Council from its regular January 7, 2019 meeting. The City Council is requested to consider making an appointment to fill the vacancy on the City Council for a term ending in December 2020.

**BACKGROUND:** The election of Council Member Javier “John” Dutrey to the office of Montclair Mayor resulted in a vacancy on the City Council when he was sworn into office at a special meeting of the City Council held on December 10, 2018. Pursuant to Government Code Section 36512(b), the City Council is required to “within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy,” meaning the City Council must take either action by Friday, February 8, 2019. If an appointment is made, the individual appointed to fill the vacancy must be a legally registered voter at their residence located in the City of Montclair at the time of appointment, and must remain so during the term of the appointment.

At its meeting on December 3, 2018, the City Council selected the option to make an at-large appointment to the vacant Council seat on December 10, 2018, by a 3-2 vote, with then-Mayor Ginger Eaton, Mayor Pro Tem Raft, and Council Member Martinez in support; and Council Members Dutrey and Ruh in opposition to the action.

At a special meeting of the City Council held on December 10, 2018, after Mayor-Elect Dutrey vacated his Council seat and was sworn into the office of Mayor, Mayor Pro Tem Raft nominated Ginger Eaton to be appointed to the vacancy on the City Council. Mrs. Eaton’s nomination was voted upon and resulted in a tie vote of 2-2. Voting in support of the appointment were Mayor Pro Tem Raft and Council Member Martinez; voting in opposition were Mayor Dutrey and Council Member Ruh. The City Council then unanimously decided to continue the item to the December 17, 2018 regular meeting for further discussion and consideration, at which time the same nomination was made with the same resulting tie vote. The Council again continued the item to its next regular meeting on January 7, 2019. Again, Mrs. Eaton was nominated and was not supported by a majority of the Council, and this item was continued a third time to the January 22, 2019 meeting.

The City Council may also consider as an option an application and interview process to facilitate the appointment, as presented to the City Council as a separate item this evening.

**FISCAL IMPACT:** The City Council’s action of making an appointment to the vacancy on the City Council would continue the schedule of compensation and benefits for the person appointed to fill the vacancy. Funds for compensation and benefits are allocated in the Fiscal Year 2018-19 General Fund Budget.

**RECOMMENDATION:** Staff recommends the City Council make an appointment to the vacancy on the City Council for a term ending in December 2020.



# AGENDA REPORT

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<b>DATE:</b>	JANUARY 22, 2019	<b>FILE I.D.:</b>	CYC050
<b>SECTION:</b>	BUSINESS ITEMS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	B	<b>PREPARER:</b>	E. STARR
<b>SUBJECT:</b>	CONSIDER APPROVING AN APPLICATION AND INTERVIEW PROCESS TO FACILITATE FILLING, BY APPOINTMENT, A VACANCY ON THE MONTCLAIR CITY COUNCIL		

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**REASON FOR CONSIDERATION:** Pursuant to Section 36512(b) of the Government Code, the Montclair City Council is, under certain circumstances, required to take action to fill a vacancy that occurs in an elective office on the City of Montclair governing board. The vacancy can be filled either by appointment or by special election held on the next regularly established election date not less than 114 days from the call of the special election.

The November 6, 2018, election of Montclair City Council Member Javier “John” Dutrey to the office of Montclair Mayor, and his swearing in to that office at a special meeting of the City Council on Monday, December 10, 2018, created a vacancy in the elected office previously held by Mayor Dutrey. The following efforts by the City Council have been made to fill the vacancy:

- At the December 3, 2018 meeting, the City Council by a 3 to 2 vote (with V. Eaton, C. Raft and T. Martinez voting in favor; and J. Dutrey and B. Ruh voting against) approved the appointment process as the means to fill the vacancy in the elected office previously held by Mayor Dutrey.
- At the December 10, 2018 special meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2 to 2 vote (with C. Raft and T. Martinez voting in favor, and J. Dutrey and B. Ruh voting against). No other nominations were made.
- At the December 17, 2018 regular meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2 to 2 vote (with C. Raft and T. Martinez voting in favor, and J. Dutrey and B. Ruh voting against). No other nominations were made.
- At the January 7, 2019 regular meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2 to 2 vote (with C. Raft and T. Martinez voting in favor, and J. Dutrey and B. Ruh voting against). No other nominations were made.

At its January 22, 2019 meeting, the City Council is requested to consider approving an application and interview process to facilitate filling, by appointment, the vacancy created in the elected office previously held by Mayor Dutrey.

**BACKGROUND:** At the November 6, 2018 General Municipal Election, Council Member Javier “John” Dutrey was elected to the office of Montclair Mayor, and Council Members Bill Ruh and Trisha Martinez were re-elected to their respective seats on the City Council. Certification of the election by the San Bernardino County Registrar of Voters followed on Friday, December 7, 2018. A special meeting for the swearing-in of

Mayor-elect Dutrey and Council Members Ruh and Martinez occurred on Monday, December 10, 2018.

Upon the swearing in of Mayor-elect Dutrey as Mayor, approximately two years remained to the term of the seat vacated by Mayor Dutrey. A vacancy in the office of City Council Member is filled pursuant to Government Code Section 36512(b). However, in the absence of a local ordinance related to filling City Council vacancies, as provided in Section 36512(c) of the Government Code, the following Government Code Sections prevail in relation to filling City Council vacancies:

- G.C. 36512(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. (1) if the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.*
- G.C. 36512(b)(2)(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.*

At its meeting of December 3, 2018, and pursuant to Section 36512(b), the City Council considered the following options to fill the vacancy that was to be created on Montclair's governing board by the swearing-in of Mayor-elect Dutrey to the Office of Mayor on December 10, 2018:

- (1) Make an at-large appointment of a Montclair resident to fill and complete the unexpired term of office vacated by Mayor Dutrey through and until the November 3, 2020 General Municipal Election, or until the results of the November 3, 2020 election are certified, whichever is later. Approximately two years remain to the term of the City Council office vacated by Mayor Dutrey. The person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent and must be a legally registered voter at their residence located in the City of Montclair at the time of appointment, and must remain so during the term of the appointment.
- (2) Advertise for applications during an established filing period, interview candidates en banc, and make an appointment thereof of a Montclair resident to fill and complete the unexpired term of office vacated by Mayor Dutrey through and until the November 3, 2020, Consolidated General Election, or until the results of the election are certified, whichever is later. Approximately two years remain to the term of the City Council office vacated by Mayor Dutrey. The person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent and must be a legally registered voter at their residence located in the City of Montclair at the time of appointment, and must remain so during the term of the appointment.
- (3) Call for a special election to fill the vacancy, with the special election to be held no sooner than April 3, 2019 (114 days after December 10, 2018—the day the vacancy on the City Council was created by the swearing in of Mayor-elect Dutrey to the office of Mayor). At the time of the December 10, 2018 agenda report, City staff noted that the cost for a special election to fill a vacancy on the City Council was projected to cost approximately \$50,000 to \$200,000, depending on the type of special

election called for, either a mail ballot-only election or a special polling place election. However, the San Bernardino County Registrar of Voters now indicates that, due to internal policy changes that require “actual cost” practices, the Registrar of Voters is unable to provide a cost estimate, thereby necessitating for planning and budgeting purposes that the City minimally budget for Fiscal Year 2019–20 (i) up to \$100,000 to conduct a mail ballot-only election, or (ii) up to \$200,000 for a special polling place election.

Pursuant to the Elections Office of the San Bernardino County Registrar of Voters, the following are the established 2019 mail ballot and polling place special election dates:

- a. Mail Ballot-Only Election: The City Council must call for a special election on or before Thursday, May 2, 2019, to hold a mail ballot-only election on Tuesday, August 27, 2019.
- b. Polling Place Election: The City Council must call for a special election on or before Thursday, July 11, 2019, to hold a polling place election on Tuesday, November 5, 2019.

At the December 3, 2018 meeting the City Council, by a 3 (V. Eaton, C. Raft and T. Martinez voting in favor) to 2 (J. Dutrey and B. Ruh voting against) vote, approved making an at-large appointment of a Montclair resident to fill and complete the unexpired term of the office vacated by Mayor Dutrey through and until the November 3, 2020 General Municipal Election, or until the results of the November 3, 2020 election are certified, whichever is later.

- At the December 10, 2018 special meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2 (C. Raft and T. Martinez voting in favor) to 2 (J. Dutrey and B. Ruh voting against) vote. No other nominations were made.
- At the December 17, 2018 regular meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2 (C. Raft and T. Martinez voting in favor) to 2 (J. Dutrey and B. Ruh voting against) vote. No other nominations were made.
- At the January 7, 2019 regular meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2 (C. Raft and T. Martinez voting in favor) to 2 (J. Dutrey and B. Ruh voting against) vote. No other nominations were made.

In order to fulfill the requirements of Government Code Section 36512(b), the City Council is requested to consider approving an application, interview, and appointment process, as defined in subparagraph “(2)”, above, to fill the vacancy created in the elected office previously held by Mayor Dutrey. To achieve this objective, City staff recommends the City Council consider approving the following:

1. City Council Vacancy Appointment Guidelines including the Application Period, Application Submission, City Council Application Review, City Council Interviews, and City Council Vacancy Appointment, incorporated into this agenda report as **Exhibit 1**, and included in the City Council Agenda Packet; and
2. The Application Package, incorporated into this agenda report as **Exhibit 2**, and included in the City Council Agenda Packet.



Each requirement, guideline, and component of Exhibits 1 and 2 are subject to modification by action of the City Council before approval and release to the public.

**FISCAL IMPACT:** The City Council’s action to fill a vacancy on the City Council by the application, interview, and appointment process would continue the schedule of compensation and benefits for the person appointed to fill the vacancy. Funds for compensation and benefits are allocated in the Fiscal Year 2018–19 General Fund Budget.

Conducting a special Mail Ballot–Only Election would produce an undetermined cost on the City’s General Fund for Fiscal Year 2019–20. The Elections Office of the San Bernardino County Registrar of Voters now indicates that, due to internal policy changes that require “actual cost” practices, the Registrar of Voters is unable to provide a cost estimate, thereby necessitating for planning and budgeting purposes that the City budget up to \$100,000 to conduct a special Mail Ballot–Only Election for Fiscal Year 2019–20.

Conducting a special Polling Place Election would produce an undetermined cost on the City’s General Fund for Fiscal Year 2019–20. The Elections Office of the San Bernardino County Registrar of Voters now indicates that, due to internal policy changes that require “actual cost” practices, the Registrar of Voters is unable to provide a cost estimate, thereby necessitating for planning and budgeting purposes that the City budget up to \$200,000 to conduct a special Polling Place Election for Fiscal Year 2019–20.

The cost for conducting either a special Mail Ballot–Only or Polling Place Election would be incorporated into the Fiscal Year 2019–20 City of Montclair General Fund Budget to be presented to the City Council for consideration as part of the Fiscal Year 2019–20 Budget Review process.

**RECOMMENDATION:** Staff recommends the City Council consider approving an application and interview process to facilitate filling, by appointment, a vacancy on the Montclair City Council.

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JANUARY 7, 2019, AT 8:50 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 8:50 p.m.

**II. ROLL CALL**

Present: Mayor Pro Tem Raft, Council Member Ruh, and City Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of December 17, 2018.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of December 17, 2018.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**


At 8:51 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:12 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 9:12 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager