



MAYOR/CHAIR MARY MENDOZA
VICE MAYOR/VICE CHAIR HECTOR A. PACHECO
COUNCILMEMBER/BOARDMEMBER SYLVIA BALLIN
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

CITY OF SAN FERNANDO

CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, OCTOBER 3, 2022 - 6:00 PM

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

SPECIAL NOTICE REGARDING COVID-19

NOTICE OF TELECONFERENCE: Pursuant to Adopted Resolution No. 8098 by the City Council of the City of San Fernando, effective January 12, 2022, the City of San Fernando's Legislative Bodies may participate via teleconference and/or video in Accordance with Government Code Section 54953 as permitted under the provisions of Assembly Bill 361

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube Live, at:

<https://www.youtube.com/c/CityOfSanFernando>

Note: Comments submitted via YouTube will not be read into the record.

SUBMIT PUBLIC COMMENT IN PERSON

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 3, 2022

Page 2 of 5

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833
Meeting ID: 833 6022 0211
Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATIONS

- A. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF OCTOBER 9, 2022, AS CODE ENFORCEMENT OFFICER APPRECIATION WEEK

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 3, 2022

Page 3 of 5

PUBLIC STATEMENTS

Members of the public may **provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

Members of the public may provide a **live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-101 approving the Warrant Register.

2) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF OCTOBER 12, 2022 TO NOVEMBER 10, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361

Recommend that the City Council adopt Resolution No. 8182 re-authorizing remote teleconference meetings for the period of October 12, 2022 to November 10, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.

3) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR PHASE 2 OF THE ANNUAL STREET RESURFACING PROJECT

Recommend that the City Council authorize the formal solicitation of bids for Phase 2 of the Annual Street Resurfacing Project to be advertised and publicly noticed for no less than 30 days prior to the opening of bids.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 3, 2022

Page 4 of 5

4) CONSIDERATION TO AUTHORIZE A PURCHASE ORDER WITH GENERAL PUMP COMPANY, INC. FOR REHABILITATION SERVICES OF THE CITY'S GROUNDWATER WELL NO. 3

Recommend that the City Council:

- a. Waive formal bidding requirements pursuant to Section 2-801(a) of the City's Purchasing Ordinance that allows waiving bidding requirements to purchase special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions;
- b. Authorize a Purchase Order with General Pump Company, Inc. for rehabilitation services at Well No. 3 in an amount not-to-exceed \$115,039.60;
- c. Authorize the City Manager to execute the Purchase Order and all related documents; and
- d. Adopt Resolution No. 8183 to approve amending Fiscal Year 2022-2023 Capital Improvement Budget by \$115,039.60 from the Water Enterprise Reserve Balance for the Nitrate Treatment System.

ADMINISTRATIVE REPORTS

5) CONSIDERATION TO APPROVE AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS FOR CITY ENGINEERING AND WATER AND WASTEWATER ENGINEERING SERVICES

Recommend that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement (Contract No. 2043(a)) with Willdan Engineering, in an amount not-to-exceed \$1,000,000 annually for City Engineering Services;
- b. Approve a First Amendment to the PSA (Contract No. 2044(a)) with CWE, in an amount not to exceed \$1,000,000 annually for Water and Wastewater Engineering Services; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 3, 2022

Page 5 of 5

6) DISCUSSION AND CONSIDERATION TO AUTHORIZE GAP FUNDING FOR CONSTRUCTION OF THE LAYNE PARK REVITALIZATION PROJECT

Recommend that the City Council:

- a. Discuss and consider to authorize GAP Funding for the construction of the Layne Park Revitalization project; and
- b. Provide staff with direction as appropriate.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Julia Fritz, CMC
City Clerk
Signed and Posted: September 29, 2022 (5:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's `Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 or cityclerk@sfcity.org at least 48 hours prior to the meeting.

*This Page
Intentionally
Left Blank*

**Regular Meeting
San Fernando City Council
and Successor Agency to the
San Fernando Redevelopment Agency**

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: October 3, 2022

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-101 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance/City Treasurer hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

- A. Resolution No. 22-101, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 22-101

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 22-101**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE
AND ORDER AS FOLLOWS:**

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 3rd day of October, 2022.

Mary Mendoza, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 22-101 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of October, 2022, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of October, 2022.

Julia Fritz, City Clerk

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228449	10/3/2022	893053 A THREAD AHEAD INC	2208176		CE POLO SHIRTS 001-152-0000-4325	840.12
					Total :	840.12
228450	10/3/2022	891587 ABLE MAILING INC.	36344	12682	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	173.51
			36345	12682	070-382-0000-4300 WATER ENVELOPES STORAGE FEE-AI 070-382-0000-4300	173.50
					072-360-0000-4300	12.50
					Total :	372.01
228451	10/3/2022	893813 ALMANZA, LAURAMARIE C	REIMB.		SUPPLIES-SENIOR CLUB EVENTS 004-2346	89.94
					Total :	89.94
228452	10/3/2022	894078 AMERICAN BUSINESS BANK	P6		5% RETENTION HELD-SF PARK INFILT 010-2037	58,061.69
					Total :	58,061.69
228453	10/3/2022	100175 AMERICAN WATER WORKS ASSOC.	7002040859		MEMBERSHIP DUES 070-381-0000-4370	302.00
					Total :	302.00
228454	10/3/2022	100165 AMERICAN WATER WORKS, INC.	33246		VEHICLE MAINT-PW8086 029-335-0000-4400	453.50
					Total :	453.50
228455	10/3/2022	100188 ANDY GUMP INC.	INV938230		PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	336.34
			INV938231	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	217.28
			INV938233	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
			INV941257	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	200.17

Page: 1

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228455	10/3/2022	100188 ANDY GUMP INC.	(Continued) INV946820		PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
			INV946821	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	217.28
			INV946822	12762	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	336.34
			INV949723	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	200.17
			INV955113	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
			INV955114	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	217.28
			INV955115	12762	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	336.34
			INV958050	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	200.17
					Total :	3,270.84
228456	10/3/2022	102530 AT & T	818-270-2203		PD NETWORK LINE 09/07/22-10/06/22 001-222-0000-4220	222.65
					Total :	222.65
228457	10/3/2022	892412 AT&T MOBILITY	287297930559X0910202		MDT MODEMS-PD UNITS 001-222-0000-4220	927.99
					Total :	927.99
228458	10/3/2022	889942 ATHENS SERVICES	12881852	12725	STREET SWEEPING SERVICES-SEPT 2 011-311-0000-4260	17,443.40
					Total :	17,443.40
228459	10/3/2022	891209 AUTONATION SSC	513973		BRAKE PADS-PD UNITS 041-1215	1,191.01
					Total :	1,191.01
228460	10/3/2022	893176 AUTOZONE STORE 5681	5681484840		VEHICLE MAINT-PD7863 041-320-0224-4400	22.68

Page: 2

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228460	10/3/2022	893176 AUTOZONE STORE 5681	(Continued) 5681492491		VEHICLE MAINT-PD3044 041-320-0221-4400	75.01
					Total :	97.69
228461	10/3/2022	893013 AYSON, LEILANI	SEPT 2022	12692	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	147.00
					Total :	147.00
228462	10/3/2022	892784 BARAJAS, MARIA BERENICE	AUG 2022	12683	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	52.50
			SEPT 2022	12683	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	590.00
				12683	026-420-0887-4260	75.00
					Total :	717.50
228463	10/3/2022	893591 BIOMEDICAL WASTE DISPOSAL	117074		BIOMEDICAL WASTE PICK UP & DISPO 001-224-0000-4270	100.00
					Total :	100.00
228464	10/3/2022	888800 BUSINESS CARD	091622		RGSTR-FOOD HANDLER COURSE 001-225-3688-4360	15.00
			091922		LODGING-CLETS SEMINAR 001-222-0000-4370	616.20
			091922		LODGING-SUPERVISORY LEADERSHIP 001-225-0000-4360	422.70
			092022		CAR WASH TICKETS 001-222-0000-4300	1,599.20
					Total :	2,653.10
228465	10/3/2022	100559 CALIFORNIA PEACE OFFICERS'	313237		RGSTR FEE-VIRTUAL CPOA LEGISLATION 001-225-0000-4380	125.00
					Total :	125.00
228466	10/3/2022	892464 CANON FINANCIAL SERVICES, INC	29185798	12701	COPIER MAINTENANCE SERVICE-SEP 001-135-0000-4260	651.40
					Total :	651.40

Page: 3

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228467	10/3/2022	894010 CHARTER COMMUNICATIONS	10328085022		CITY HALL CABLE-09/05-10/04 001-190-0000-4220	162.75
			283057090522		LP PARK CABLE-09/05-10/04 001-420-0000-4260	258.94
					Total :	421.69
228468	10/3/2022	103029 CITY OF SAN FERNANDO	4739-4812		REIMB. TO WORKER'S COMP ACCT 006-1038	22,792.97
					Total :	22,792.97
228469	10/3/2022	100747 COASTLINE EQUIPMENT	936710		VEHICLE MAINT-PW5213 041-320-0311-4400	487.14
			936747		CREDIT 041-320-0311-4400	-487.14
			940681		VEHICLE MAINT-PW5213 041-320-0311-4400	414.69
					Total :	414.69
228470	10/3/2022	892687 CORE & MAIN LP	R193525	12755	WATER & FIRE SERVICE LINE MATERIAL 070-383-0000-4310	1,447.37
			R224755	12755	WATER & FIRE SERVICE LINE MATERIAL 070-383-0000-4310	10,354.62
			R281209	12755	WATER & FIRE SERVICE LINE MATERIAL 070-383-0000-4310	231.38
			R308135	12755	WATER & FIRE SERVICE LINE MATERIAL 070-383-0000-4310	1,230.92
			R504138	12755	WATER & FIRE SERVICE LINE MATERIAL 070-383-0000-4310	2,571.64
					Total :	15,835.93
228471	10/3/2022	102003 COUNTY OF LOS ANGELES	RE-PW-22091201065	12747	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	5,941.59
					Total :	5,941.59
228472	10/3/2022	893904 CRICKET CONSULTING	1155	12717	SCADA PROGRAMMING, MAINTENANCE 070-384-0000-4260	2,526.44
			1173		SCADA PROGRAMMING, MAINTENANCE	

Page: 4

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228472	10/3/2022	893904 CRICKET CONSULTING	(Continued)	12717	070-384-0000-4260	760.00
					Total :	3,286.44
228473	10/3/2022	893618 DANA SAFETY SUPPLY INC	810096	12679	INSTALL OF SAFETY EQUIP. FOR PATR	147.67
				12679	010-225-3698-4500	1,000.47
					Total :	1,148.14
228474	10/3/2022	887121 DELL MARKETING L.P.	10608111200	12606	LAPTOP FOR RADIOS AND NEIGHBORI	1,085.05
					Total :	1,085.05
228475	10/3/2022	101667 DIAZ, EVELYN	TRAVEL		PER DIEM-ADVANCED PEER SUPPORT	90.00
					Total :	90.00
228476	10/3/2022	888951 DOMINGUEZ, WALTER	TRAVEL-2		PER DIEM-SUPERVISORY LEADERSHIP	135.00
					Total :	135.00
228477	10/3/2022	893103 DUARTE, MARITZA	REIMB		DRY CLEANING OF TABLE CLOTHES-S	93.00
					Total :	93.00
228478	10/3/2022	893845 EFURNITUREMAX, LLC	1000010985	12776	TABLES & CHAIRS FOR LEARNING CEI	9,944.32
					Total :	9,944.32
228479	10/3/2022	893129 EL SALTARIN	551953		TAMALES-SENIOR DANCE	621.00
					Total :	621.00
228480	10/3/2022	894082 ELIAS, LILIA LETICIA	OCT 2022		SENIOR DANCE CLEAN UP SERVICE-1	208.00
					Total :	208.00
228481	10/3/2022	890401 ENVIROGEN TECHNOLOGIES INC	0013520-IN		MAINT., REPAIR, PARTS, LABOR & EXT	

Page: 5

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228481	10/3/2022	890401 ENVIROGEN TECHNOLOGIES INC	(Continued)	12737	070-384-0857-4260	7,814.52
			0013588-IN	12737	MAINT., REPAIR, PARTS, LABOR & EXT	7,814.52
					Total :	15,629.04
228482	10/3/2022	103851 EVERSOF, INC.	R2284959		WATER SOFTNER-WELL 4A	202.23
					Total :	202.23
228483	10/3/2022	890377 F & F SIGNS	082322	12756	BACK WALL CITY LOGO & HAND PAINT	2,030.37
					Total :	2,030.37
228484	10/3/2022	893800 FAJARDO, JOANNE	AUG 2022		ZUMBA INSTRUCTOR	360.00
					Total :	360.00
228485	10/3/2022	889966 FLORES, MARIA	832156		SENIOR TRIP REFUND (PALM SPRING	40.00
					Total :	40.00
228486	10/3/2022	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191		CITY YARD AUTO DIALER	60.58
			818-361-0901-051499		SEWER FLOW MONITORING	184.13
			818-361-2472-031415		PW PHONE LINE	555.31
			818-361-7825120512		RUDY ORTEGA PARK IRR SYSTEM	71.85
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE	61.42
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE	43.90
			818-898-7385-033105		LP FAX PHONE LINE	48.08
					Total :	1,025.27

Page: 6

vchlist
 09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228487	10/3/2022	893953 GALE, PAUL JOHN	SEPT 2022	12702	SHOTOKAN KARATE CLASSES 017-420-1326-4260	220.50
					Total :	220.50
228488	10/3/2022	887249 GALLS, LLC	022047917 022067313		DUTY HOLSTER 001-222-0000-4300 UNIFORM HATS 001-226-0230-4430	264.26 679.55
					Total :	943.81
228489	10/3/2022	101273 GARCIA, PATTY	REIMB.		SUPPLIES-DIA DE LOS MUERTOS 001-424-0000-4300	62.63
					Total :	62.63
228490	10/3/2022	894008 GMU PAVEMENT ENGINEERING	61539	12624 12624 61934 12624 12624 62091 12624 12624	ON CALL PAVEMENT DESIGN SERVICE 024-311-0560-4600 025-311-0560-4600 ON CALL PAVEMENT DESIGN SERVICE 024-311-0560-4600 025-311-0560-4600 ON CALL PAVEMENT DESIGN SERVICE 024-311-0560-4600 025-311-0560-4600	1,371.25 1,371.25 3,991.75 3,991.75 11,464.67 11,464.66
					Total :	33,655.33
228491	10/3/2022	890982 GONZALES, ROBERT C.	SEPT 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
228492	10/3/2022	101376 GRAINGER, INC.	9371867376 9373042036 9395114946 9395278519	12761 12761 12761 12761	MISC. SUPPLIES FOR FACILITIES & TR. 070-384-0000-4330 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300	142.79 1,390.36 112.89 34.23

Page: 7

 vchlist
 09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228492	10/3/2022	101376 GRAINGER, INC.	(Continued) 9396176332 9400316197 9404273048 9408776350 9408776368 9414934522 9416602325 9416602333 9422441874 9423187450 9437164446	12761 12761 12761 12761 12761 12761 12761 12761 12761 12761 12761 12761	MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 070-384-0000-4330 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 001-311-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR. 043-390-0000-4300	65.49 609.42 858.70 210.71 154.39 269.97 70.90 323.21 41.04 70.77 388.02
					Total :	4,742.89
228493	10/3/2022	887167 GRISWOLD INDUSTRIES	850347	12719	MWD BOOSTER PUMP STATION EMER 070-384-0000-4260	10,009.26
					Total :	10,009.26
228494	10/3/2022	894226 GUILLEN, YASMIN	REIMB.-1 REINB.-2		DRINKS FOR SENIOR CLUB DANCE 004-2380 FOOD-SENIOR CLUB MEETING 004-2380	225.59 245.63
					Total :	471.22
228495	10/3/2022	101436 HACH COMPANY	13181332		WATER TESTING KIT 070-384-0000-4320	649.51

Page: 8

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228495	10/3/2022	101436 101436 HACH COMPANY	(Continued)			Total : 649.51
228496	10/3/2022	893395 HAYES, JASON BENJAMIN	SEPT 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
228497	10/3/2022	890594 HEALTH AND HUMAN RESOURCE	E0275982		EAP-OCT 2022 001-106-0000-4260	250.90 Total : 250.90
228498	10/3/2022	890360 HERRERA, NINAMARIE JULIA	SEPT 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
228499	10/3/2022	894042 INLAND EMPIRE STAGES, LTD	57893	12777	CHARTER BUS SERVICE FOR SENIOR 004-2383	1,952.79
			58102	12777	CHARTER BUS SERVICE FOR SENIOR 004-2383	1,674.01 Total : 3,626.80
228500	10/3/2022	893275 INTERWEST CONSULTING GROUP	80808	12634	CONTRACTED PLANNING SERVICES-J 001-150-0000-4270	6,120.00
			81557	12634	CONTRACTED PLANNING SERVICES-A 001-150-0000-4270	2,880.00 Total : 9,000.00
228501	10/3/2022	892682 IPS GROUP, INC.	INV75724	12759	WEB BASED DATA MGMT FEE & CREDI 029-335-0000-4260	821.82 Total : 821.82
228502	10/3/2022	894145 JENSEN, GRAZIELLA	REIMB.		MILEAGE REIMB 001-420-0000-4390	10.88 Total : 10.88
228503	10/3/2022	101768 KIMBALL-MIDWEST	100277661		MISC SUPPLIES 041-1215	267.20 Total : 267.20

Page: 9

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228504	10/3/2022	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	99.71
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	177.67 Total : 277.38
228505	10/3/2022	101848 LANGUAGE LINE SERVICES	10619960		TRANSLATION SERVICES 001-222-0000-4260	15.59 Total : 15.59
228506	10/3/2022	101852 LARRY & JOE'S PLUMBING	2236928-0001-02		MATL'S-PLUMBING REPAIR 043-390-0000-4300	13.96
			2237008-0001-02		MATL'S-PLUMBING REPAIR 043-390-0000-4300	62.43
			2237100-0001-02		HAND TOOLS - PK2 043-390-0000-4300	103.64 Total : 180.03
228507	10/3/2022	101920 LIEBERT CASSIDY WHITMORE	223871		LEGAL SERVICES 001-112-0000-4270	2,128.50
			223872		LEGAL SERVICES 001-112-0000-4270	10,914.00
			223873		LEGAL SERVICES 001-112-0000-4270	124.00
			223874		LEGAL SERVICES 001-112-0000-4270	2,759.00
			223875		LEGAL SERVICES 001-112-0000-4270	3,604.50
			223876		LEGAL SERVICES 001-112-0000-4270	1,458.00
			223877		LEGAL SERVICES 001-112-0000-4270	2,673.00
			224919		LEGAL SERVICES 001-112-0000-4270	1,762.00
			224920		LEGAL SERVICES 001-112-0000-4270	927.80
			225010		LEGAL SERVICES	

Page: 10

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228507	10/3/2022	101920 LIEBERT CASSIDY WHITMORE	(Continued)			
			225065		001-112-0000-4270 LEGAL SERVICES	4,867.00
			225066		001-112-0000-4270 LEGAL SERVICES	3,800.50
			225796		001-112-0000-4270 LEGAL SERVICES	2,632.50
			225797		001-112-0000-4270 LEGAL SERVICES	2,430.00
					001-112-0000-4270	220.50
					Total :	40,301.30
228508	10/3/2022	893292 LOCAL GOVERNMENT	623	12772	SENATE BILL90 STATE MANDATE COS	
					001-130-0000-4270	1,750.00
					Total :	1,750.00
228509	10/3/2022	892477 LOWES	9747-01223		BASE MOLDING-PD STATION	
			9747-01226		043-390-0000-4300 BASE MOLDING-PD STATION	62.15
			9747-01257		043-390-0000-4300 MISC ITEMS	11.39
			9747-01561		043-390-0000-4300 LOPES ADOBE MAINTS	21.58
			9747-01828		043-390-0000-4300 BASE MOLDING-PD STATION	64.39
			9747-01890		043-390-0000-4300 PEST CONTROL	211.75
			9747-02134		043-390-0000-4300 PAINT & SUPPLIES	99.38
			9754-02705		043-390-0000-4300 DEPT EQUIPMENT	238.18
					070-384-0000-4320	93.64
					Total :	802.46
228510	10/3/2022	102075 MAG-TROL ASSOCIATES, INC.	1236336		VOLTAGE MONITORS FOR ARROYO BC	
					070-384-0000-4310	941.12

Page: 11

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228510	10/3/2022	102075 MAG-TROL ASSOCIATES, INC.	(Continued)			
					Total :	941.12
228511	10/3/2022	890989 MAJESTIC FIRE INC.	MF144580		ANNUAL FIRE SPRINKLER TEST	
					043-390-0000-4330	395.00
					Total :	395.00
228512	10/3/2022	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	36.97
					Total :	36.97
228513	10/3/2022	894243 MEDINA, SUSANA	000125		REIMB-ITEMS FOR SENIOR DANCE	
					004-2380	60.23
					Total :	60.23
228514	10/3/2022	891413 MEZA, ROSA	832151		SENIOR TRIP REFUND (NAPA)	
					004-2383	310.00
					Total :	310.00
228515	10/3/2022	102226 MISSION LINEN SUPPLY	517752514	12685	LAUNDRY SERVICE FOR PD	
			517791506	12685	001-225-0000-4350 LAUNDRY SERVICE FOR PD	138.12
					001-225-0000-4350	186.22
					Total :	324.34
228516	10/3/2022	893803 MORAN, IVAN	TRAVEL-10		PER DIEM-POLICE ACADEMY	
			TRAVEL-9		001-225-0000-4360 PER DIEM-POLICE ACADEMY	180.00
					001-225-0000-4360	180.00
					Total :	360.00
228517	10/3/2022	894150 MORA-ZAMORA, ERENDIRA	OCT 2022	12711	MUSIC ENTERTAINMENT FOR SENIOR	
					004-2380	1,200.00
					Total :	1,200.00
228518	10/3/2022	893973 MORENO, JENNIFFER	REIMB.		SUPPLIES FOR SENIOR CLUB ACTIVITI	
					004-2346	191.77
					001-420-0000-4390	8.50

Page: 12

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228518	10/3/2022	893973 893973 MORENO, JENNIFFER	(Continued)			Total : 200.27
228519	10/3/2022	102275 MOTION PICTURE LICENSING CORP.	504402606		YRLY LICENSING FEE - 09/13/21-09/13/; 001-424-0000-4260	688.80 688.80
228520	10/3/2022	102325 NAPA AUTO PARTS	6410-108181		VEHICLE MAINT-PK3325	
			6410-108183		041-320-0390-4400	163.15
			6410-108922		VEHICLE MAINT-PD4287	
			6410-109152		041-320-0225-4400	63.92
			6410-109153		VEHICLE MAINT-ME9503	
			6410-110032		041-320-0320-4400	45.19
					VEHICLE MAINT-ME8615	
					074-320-0000-4400	88.19
					VEHICLE MAINT-ME8615	
					041-320-0000-4400	132.28
					MISC SUPPLIES	
					001-370-0000-4300	28.65
					Total :	521.38
228521	10/3/2022	102423 OCCU-MED, INC.	0922901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	2,621.50
					Total :	2,621.50
228522	10/3/2022	894100 ODP BUSINESS SOLUTIONS , LLC	255001403001		OFFICE SUPPLIES	
			255009673001		001-422-0000-4300	69.82
			255009673002		OFFICE SUPPLIES	
			260476213001		001-422-0000-4300	69.36
			264968004001		OFFICE SUPPLIES	
			265145844001		001-422-0000-4300	28.91
					OFFICE SUPPLIES	
					001-150-0000-4300	56.02
					OFFICE SUPPLIES	
					001-130-0000-4300	151.57
					TONER	
					070-382-0000-4300	108.65
					072-360-0000-4300	108.66

Page: 13

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228522	10/3/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			265198722001		HAND SANITIZER	
			265200397001		001-130-3689-4300	35.06
			265200401001		LYSOL SPRAY	
			265299586001		001-130-3689-4300	30.16
			265299785001		WIPE & LYSOL	
			265299787001		001-130-3689-4300	68.40
			265299789001		OFFICE SUPPLIES	
			265299791001		001-150-0000-4300	155.93
			266131484001		OFFICE SUPPLIES	
			266133427001		001-150-0000-4300	19.28
			266133428001		OFFICE SUPPLIES	
			266133429001		001-150-0000-4300	45.19
			266648892001		OFFICE SUPPLIES	
			266655916001		001-150-0000-4300	13.99
			266670776001		OFFICE SUPPLIES	
					001-150-0000-4300	2.01
					OFFICE SUPPLIES	
					001-222-0000-4300	28.85
					OFFICE SUPPLIES	
					001-222-0000-4300	22.03
					OFFICE SUPPLIES	
					001-222-0000-4300	44.09
					OFFICE SUPPLIES	
					001-222-0000-4300	38.48
					OFFICE SUPPLIES	
					001-222-0000-4300	124.69
					OFFICE SUPPLIES	
					001-222-0000-4300	79.88
					OFFICE SUPPLIES	
					001-310-0000-4300	659.05
					Total :	1,960.08
228523	10/3/2022	890095 O'REILLY AUTOMOTIVE STORES INC	4605-472746	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-473579	12754	041-320-0311-4400	145.43
					VEHICLE SERV., MAINT. & REPAIR PAR	
					041-320-0225-4400	115.31

Page: 14

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228523	10/3/2022	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-473873	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0311-4400	33.06
			4605-473893	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0311-4400	37.85
			4605-474618	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0221-4400	25.39
			4605-474867	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0152-4400	33.02
			4605-475024	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0311-4400	58.05
			4605-476675	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0224-4400	288.24
			4605-476704	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0390-4400	69.40
			4605-477252	12754	VEHICLE SERV., MAINT. & REPAIR PAR 029-335-0000-4400	61.73
			4605-477775	12754	VEHICLE SERV., MAINT. & REPAIR PAR 070-383-0000-4400	193.90
			4605-477900	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0311-4400	77.15
			4605-478476	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-1215	109.75
			4605-479100	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0390-4400	5.83
			4605-479149	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0390-4400	59.49
			4605-480133	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0221-4400	11.01
			4605-480237	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0320-4400	27.56
			4605-480779	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0152-4400	128.99
			4605-480904	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-1215	245.53
			4605-481345	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-1215	216.65

Page: 15

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228523	10/3/2022	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-481522	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0320-4400	118.34
			4605-481878	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0320-4400	161.24
			4605-481879	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0222-4400	20.93
			4605-482235	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0390-4400	73.83
					Total :	2,317.68
228524	10/3/2022	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM-C.L.E.A.R.S. TRAINING & 001-222-0000-4370	125.00
					Total :	125.00
228525	10/3/2022	894024 ORTIZ ENTERPRISES, INC.	P6	12650	SF REGIONAL PARK INFILTRATION PR 010-310-0764-4600	304,835.00
				12650	010-2037	-58,061.69
				12650	010-310-0645-4600	26,743.82
				12650	010-310-0620-4600	829,655.00
					Total :	1,103,172.13
228526	10/3/2022	102568 PARKHOUSE TIRE, INC.	4010183401		VEHICLE MAINT-PW5213 041-320-0311-4400	651.75
					Total :	651.75
228527	10/3/2022	102688 PROFESSIONAL PRINTING CENTERS	20415	12721	PRINTING SERVICES 001-152-0000-4300	219.40
					Total :	219.40
228528	10/3/2022	102738 QUINTERO ESCAMILLA, VIOLETA	SEPT 2022	12689	SENIOR MUSIC CLASS INSTRUCTOR 017-420-1323-4260	240.00
					Total :	240.00
228529	10/3/2022	102803 RED WING SHOE STORE	20220910047749		SAFETY BOOTS 070-384-0000-4310	209.42
					Total :	209.42

Page: 16

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228530	10/3/2022	891253 SAN FERNANDO SMOG TEST ONLY	5386		SMOG TEST - WA4416	
			5398		041-320-0000-4450	60.00
					SMOG TEST-PD6868	
					041-320-0000-4450	60.00
					Total :	120.00
228531	10/3/2022	894125 SANCHEZ, NATASHA	SEPT 2022		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
228532	10/3/2022	103172 SKAUG TRUCK BODY WORKS	42375		VEHICLE MAINT-PW2116	
					041-320-0311-4400	1,374.17
					Total :	1,374.17
228533	10/3/2022	103184 SMART & FINAL	0017		REFRESHMENTS-GRANDPARENT'S D#	
			0018		004-2346	63.45
			0022		SUPPLIES-SR CLUB MTG	
			0051		004-2380	124.91
			0052		SUPPLIES-CALLE VERDES EVENT	
			0077		001-310-0000-4300	76.21
			0078		REFRESHMENTS-SENIOR EVENT	
			0116		004-2346	52.20
			0170		REFRESHMENTS-SENIOR CLUB NAPA	
			0220		004-2383	42.95
			0286		BREAK ROOM SUPPLIES	
			0378		001-222-0000-4300	32.45
					ITEMS FOR INMATE MEALS	
					001-225-0000-4350	30.99
					SUPPLIES-CALLES VERDES EVENT	
					001-310-0000-4300	58.04
					BREAK ROOM SUPPLIES	
					001-222-0000-4300	13.98
					BREAK ROOM SUPPLIES	
					070-381-0000-4300	149.79
					SUPPLIES-CALLE VERDES EVENT	
					001-310-0000-4300	59.04
					REFRESHMENTS-SUMMER CONCERT	

Page: 17

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228533	10/3/2022	103184 SMART & FINAL	(Continued)		001-424-0000-4300	47.08
					Total :	751.09
228534	10/3/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	700363532503		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	12,519.61
					Total :	12,519.61
228535	10/3/2022	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION	
					074-320-0000-4402	14,988.95
					Total :	14,988.95
228536	10/3/2022	103251 STANLEY PEST CONTROL	485598	12773	PEST EXTERMINATION FOR ALL CITY F	
			485599	12773	043-390-0000-4330	94.00
			485600	12773	PEST EXTERMINATION FOR ALL CITY F	
			485601	12773	043-390-0000-4330	62.00
			485603	12773	PEST EXTERMINATION FOR ALL CITY F	
			485604	12773	043-390-0000-4330	135.00
			485605	12773	PEST EXTERMINATION FOR ALL CITY F	
			490437	12773	043-390-0000-4330	55.00
			490439	12773	PEST EXTERMINATION FOR ALL CITY F	
			490441	12773	043-390-0000-4330	95.00
			490443	12773	PEST EXTERMINATION FOR ALL CITY F	
			490445	12773	043-390-0000-4330	85.00
			490446	12773	PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	85.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	94.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	62.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	135.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	55.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	95.00

Page: 18

vchlist
 09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228536	10/3/2022	103251 STANLEY PEST CONTROL	(Continued)			
			490447	12773	043-390-0000-4330	85.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502830	12773	043-390-0000-4330	85.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502831	12773	043-390-0000-4330	94.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502832	12773	043-390-0000-4330	62.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502833	12773	043-390-0000-4330	135.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502835	12773	043-390-0000-4330	55.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502836	12773	043-390-0000-4330	95.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
			502837	12773	043-390-0000-4330	85.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
					Total :	1,833.00
228537	10/3/2022	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	595087		DOJ LIVESCAN FINGERPRINTING-JULY	
				12714	004-2386	2,889.00
				12714	001-222-0000-4270	66.00
			601087		DOJ LIVESCAN FINGERPRINTING-SEP	
				12714	004-2386	2,868.00
				12714	001-222-0000-4270	132.00
			603174		FINGERPRINTING-AUG 2022	
					001-106-0000-4270	96.00
					Total :	6,051.00
228538	10/3/2022	892338 STEEL SOURCE CONSTRUCTION	110302.3349		UPGRADE WATER SAMPLING STATION	
				12722	070-384-0000-4300	19,850.95
					Total :	19,850.95
228539	10/3/2022	894244 STEINFELD DAVIS, LISA	091022		GRANDPARENT & ME ART CLASS 09/10	
					004-2346	450.00

Page: 19

 vchlist
 09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228539	10/3/2022	894244 STEINFELD DAVIS, LISA	(Continued)			
					Total :	450.00
228540	10/3/2022	888263 SUNBELT RENTALS, INC	129795521-0001		EQUIPMENT RENTAL	
					070-383-0000-4310	349.67
					Total :	349.67
228541	10/3/2022	893889 THE COUNSELING TEAM	TCTI #153 E. DIAZ		RGSTR-TCTI #153 EVELYN DIAZ (ADV F	
					001-225-0000-4360	199.00
					Total :	199.00
228542	10/3/2022	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
					043-390-0000-4210	128.55
			084-220-3249-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	20.25
			088-520-6400-8		GAS-117 MACNEIL	
					043-390-0000-4210	99.88
			090-620-6400-2		GAS-120 MACNEIL	
					070-381-0000-4210	1.55
					072-360-0000-4210	1.55
					043-390-0000-4210	3.08
			143-287-8131-6		GAS-208 PARK	
					043-390-0000-4210	10.60
					Total :	265.46
228543	10/3/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	0010138		MISC ITEMS	
					070-383-0000-4310	202.66
			1104816		MISC SUPPLIES	
					001-370-0000-4300	93.65
			1122726		MISC ITEMS	
					070-383-0000-4310	291.60
			2020249		MISC SUPPLIES	
					001-311-0000-4300	67.70
			2094155		REFRIG BULB-LP PARK	
					043-390-0000-4300	14.71
			2353272		TRASH BAGS	
					030-341-0000-4300	159.60
			3104624		MISC ITEMS	

Page: 20

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228543	10/3/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			4111606		070-383-0000-4310 MISC ITEMS	164.45
			5111445		070-383-0000-4310 MATL'S TO INSTALL ATM	71.46
			5352838		043-390-0000-4300 MISC ITEMS	39.67
			6093466		070-383-0000-4310 SMALL TOOLS	80.87
			6340436		043-390-0000-4300 MATL'S-MALL PLANTER	13.20
			6542389		030-341-0000-4300 MISC ITEMS	53.45
			7113923		070-383-0000-4310 MISC ITEMS	24.52
			8011359		070-383-0000-4310 MISC TOOLS	13.21
					001-311-0000-4300	169.58
					Total :	1,460.33
228544	10/3/2022	893905 TORRES-GAHM, GRACIELA	AUG 2022	12775	CLEANING SERVICES FOR LOPEZ ADC	
					001-420-0000-4260	480.00
					Total :	480.00
228545	10/3/2022	887568 TRANS TECH	012134		VEHICLE MAINT-PW2721	
					072-360-0000-4400	2,235.00
					Total :	2,235.00
228546	10/3/2022	103413 TRANS UNION LLC	08204439		CREDIT CHECKS	
					001-222-0000-4260	85.00
					Total :	85.00
228547	10/3/2022	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187			POSTAGE REIMBURSEMENT	
					001-190-0000-4280	1,500.00
					Total :	1,500.00
228548	10/3/2022	103463 U.S. POSTMASTER	SEPT 2022		POSTAGE-SEPT UTILITY BILLS	

Page: 21

vchlist
09/28/2022 4:28:49PMVoucher List
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228548	10/3/2022	103463 U.S. POSTMASTER	(Continued)			
					070-382-0000-4300	690.22
					072-360-0000-4300	690.23
					Total :	1,380.45
228549	10/3/2022	103445 UNDERGROUND SERVICE ALERT	22-2300816		CA STATE FEE FOR REGULATORY COE	
			820220704		070-381-0000-4260	32.42
					(74) SNF01 NEW TICKET CHARGES	
					070-381-0000-4260	137.75
					Total :	170.17
228550	10/3/2022	893647 VALEO NETWORKS	20183	12760	JULY'22-IT MANAGEMENT & VEEAM CL	
			20184	12760	001-135-0000-4270	10,330.33
				12760	JULY'22-IT MANAGEMENT & VEEAM CL	
			20516	12760	001-135-0000-4270	626.10
				12760	AUG'22-IT MANAGEMENT & VEEAM CL	
			20517	12760	001-135-0000-4270	635.70
				12760	AUG'22-IT MANAGEMENT & VEEAM CL	
					001-135-0000-4270	10,330.33
					Total :	21,922.46
228551	10/3/2022	889644 VERIZON BUSINESS	440382		CITY HALL LONG DISTANCE	
			440383		001-190-0000-4220	55.39
			440384		CITY YARD LONG DISTANCE	
					070-384-0000-4220	16.62
			440385		CITY HALL LONG DISTANCE	
					001-190-0000-4220	27.70
			440386		POLICE LONG DISTANCE	
					001-222-0000-4220	132.26
			440387		CITY YARD LONG DISTANT	
					070-384-0000-4220	11.08
			440923		PARK LONG DISTANCE	
					001-420-0000-4220	16.89
			440934		PW LONG DISTANCE	
					001-310-0000-4220	5.54
					CITY HALL LONG DISTANCE	
					001-190-0000-4220	60.99

Page: 22

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228551	10/3/2022	889644 VERIZON BUSINESS	(Continued)			Total : 326.47
228552	10/3/2022	100101 VERIZON WIRELESS-LA	9915423673		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	50.26
					001-101-0102-4220	50.26
					001-101-0108-4220	50.98
					001-105-0000-4220	54.93
					Total :	206.43
228553	10/3/2022	894224 WATER DAMAGE SERVICES	20220919		WATER DAMAGE REPAIRS IN FINANCE	
				12766	043-390-0000-4330	6,787.73
					Total :	6,787.73
228554	10/3/2022	891531 WILLDAN ENGINEERING	00336692		NPDES CONSULTING SERVICES	
				12724	023-311-0000-4270	8,624.50
					Total :	8,624.50
228555	10/3/2022	892023 WINDSTREAM	75123150		PHONE SERVICES-08/18-09/17	
					001-222-0000-4220	1,352.23
					001-420-0000-4220	801.97
					070-384-0000-4220	872.80
					001-190-0000-4220	1,445.66
					Total :	4,472.66
228556	10/3/2022	894245 YBARRA, RYAN	BS2202996		BUILDING PERMIT REFUND	
					001-3320-0000	85.88
					055-3719-0154	1.75
					Total :	87.63
228557	10/3/2022	103752 ZUMAR INDUSTRIES, INC.	97590		SIGNS-SF REGIONAL PARK INFILTRATI	
					070-385-0716-4600	439.59
					Total :	439.59
109	Vouchers for bank code : bank3				Bank total :	1,502,817.47
109	Vouchers in this report				Total vouchers :	1,502,817.47

Page: 23

vchlist
09/28/2022 4:28:49PM

Voucher List
CITY OF SAN FERNANDO

Page: 24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 24

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 22-101

vchlist

09/15/2022 10:09:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228441	9/15/2022	103648 CITY OF SAN FERNANDO	PR 9-16-22		REIMB FOR PAYROLL W/E 9-9-22	
					001-1003	519,016.99
					007-1003	2,107.87
					017-1003	76.38
					027-1003	2,106.79
					029-1003	2,311.48
					030-1003	4,837.22
					041-1003	6,901.62
					043-1003	22,393.83
					070-1003	48,334.13
					072-1003	15,579.09
					074-1003	376.02
					094-1003	994.36
					110-1003	93.21
					Total :	625,128.99
1 Vouchers for bank code : bank3						Bank total : 625,128.99
1 Vouchers in this report						Total vouchers : 625,128.99

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-101

vchlist

09/19/2022

5:02:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228442	9/12/2022	893115 P.E.R.S. CITY RETIREMENT	100000016862670		EMPL CONTRIB VARIANCE-07/30-08/12	
					018-222-0000-4124	239.23
					018-224-0000-4124	179.42
					018-225-0000-4124	2,571.67
					Total :	2,990.32
1 Vouchers for bank code :		bank3			Bank total :	2,990.32
1 Vouchers in this report					Total vouchers :	2,990.32

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-101vchlist
09/20/2022 5:53:47PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228443	9/20/2022	892943 STEWART TITLE OF	493297		PROPERTY TITLE-1425 GRIFFITH 072-360-0000-4270	270.00
Total :						270.00
1 Vouchers for bank code : bank3						Bank total : 270.00
1 Vouchers in this report						Total vouchers : 270.00

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 22-101

vchlist

Voucher List

Page: 1

09/21/2022 9:32:50AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228444	9/21/2022	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - SEPTEMBER 21 001-1160	2,065.64
					Total :	2,065.64
228445	9/21/2022	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - SEPTEMBER : 001-1160	176.22
					Total :	176.22
228446	9/21/2022	890907 DELTA DENTAL OF CALIFORNIA	DEMANDS		DENTAL INS BENEFITS - SEPTEMBER : 001-1160	10,291.76
					Total :	10,291.76
228447	9/21/2022	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - SEPTEMBE 001-1160	4,488.20
					Total :	4,488.20
4 Vouchers for bank code :		bank3			Bank total :	17,021.82
4 Vouchers in this report					Total vouchers :	17,021.82

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-101

vchlist

09/26/2022

9:46:48AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228448	9/23/2022	894010 CHARTER COMMUNICATIONS	0010369061822		PD CABLE 06/18-07/17	
					001-222-0000-4260	224.98
			196309062322		INTERNET SERVICES-06/23-07/22	
					001-190-0000-4220	1,399.00
			222204062922		CABLE OPS CTR 06/29-07/28	
					043-390-0000-4260	135.01
					Total :	1,758.99
		1 Vouchers for bank code :	bank3		Bank total :	1,758.99
		1 Vouchers in this report			Total vouchers :	1,758.99

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: October 3, 2022

Subject: Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of October 12, 2022 to November 10, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8182 (Attachment "A") re-authorizing remote teleconference meetings for the period of October 12, 2022 to November 10, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill 361.

BACKGROUND:

1. On October 4, 2021, the City Council was presented with an agenda report regarding adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative Bodies under the provisions of Assembly Bill (AB) 361 (Attachment "B"), which was signed into law on September 17, 2021. The City Council did not adopt the resolution, thereby reverting all legislative body meetings to comply with all Ralph M. Brown Act (Brown Act) requirements for public meetings.
2. On January 12, 2022, due to the surge of the Omicron variant of the COVID-19 virus, the City Council adopted Resolution No. 8089 to authorize remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective January 12, 2022 through February 11, 2022.
3. On February 7, 2022, the City Council adopted Resolution No. 8119 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective February 12, 2022 through March 13, 2022.

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of October 12, 2022 to November 10, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

Page 2 of 3

-
4. On March 7, 2022, the City Council adopted Resolution No. 8124 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective March 14, 2022 through April 13, 2022.
 5. On April 4, 2022, the City Council adopted Resolution No. 8134 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective April 14, 2022 through May 13, 2022.
 6. On May 2, 2022, the City Council adopted Resolution No. 8144 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective May 14, 2022 through June 13, 2022.
 7. On June 6, 2022, the City Council adopted Resolution No. 8155 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective June 14, 2022 through July 13, 2022.
 8. On July 5, 2022, the City Council adopted Resolution No. 8165 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective July 14, 2022 through August 12, 2022.
 9. On August 1, 2022, the City Council adopted Resolution No. 8170 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective August 13, 2022 to September 11, 2022.
 10. On September 6, 2022, the City Council adopted Resolution No. 8174 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective September 12, 2022 to October 11, 2022.

ANALYSIS:

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 that waived certain teleconferencing requirements under the Brown Act, allowing public agencies to conduct public meetings via teleconference, while still complying with open meeting requirements and abiding by public health orders. The Executive Order N-29-20 expired on September 30, 2021.

AB 361 amends the Brown Act's Government Code Section 54953 to allow a local agency the option to hold teleconference meetings without complying with teleconferencing requirements of the Brown Act, if certain circumstances and findings are met. The special circumstances are

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of October 12, 2022 to November 10, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

Page 3 of 3

found particularly in subsection (e) of Section 54953, and require that the legislative body holds a meeting during a proclaimed state of emergency and:

1. That state and local officials have imposed or recommended measures to promote social distancing; or
2. The legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. The legislative body holds a meeting and determines by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of the attendees.

On September 6, 2022, the City Council adopted Resolution No. 8174 making a determination approving findings in accordance with AB 361, to allow the City to continue the option to hold teleconference meetings without complying with certain teleconferencing requirements of the Brown Act. The resolution is only effective for 30 days and expires on October 11, 2022. The City Council may renew the resolution, every 30 days, at which time a subsequent resolution (Attachment "A") will need to be adopted. If the resolution lapses, the City's Legislative Bodies will be required to comply with the Brown Act (Pre-COVID-19 Pandemic) until a new resolution is adopted to make the initial determinations and findings again.

BUDGET IMPACT:

There is no additional fiscal impact associated with consideration of the proposed resolution. The cost of the Zoom virtual meeting platform is included in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8182 (Attachment "A") re-authorizing remote teleconference meetings for the period of October 12, 2022 to November 10, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill (AB) 361.

ATTACHMENTS:

- A. Resolution No. 8182
- B. Assembly Bill (AB) 361

RESOLUTION NO. 8182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM OCTOBER 12, 2022 THROUGH NOVEMBER 10, 2022, PURSUANT TO GOVERNMENT CODE SECTION 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that was first reported in China in December 2019, it has now spread throughout the world, including the State of California and the City of San Fernando ("City"); and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and public health emergency in response to the spread of COVID-19 throughout the County; and

WHEREAS, on April 10, 2020, in response to the conditions of extreme peril to the safety of persons within the City, the San Fernando City Council ("City Council") declared a local emergency consistent with the declaration of local emergency by the LACPH; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act ("Brown Act") when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, since the declaration of emergency by LACDPH, LACDPH have issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe and preventing the spread of COVID-19; and

WHEREAS, the LACDPH Health Officer Order issued March 23, 2022, and effective April 1, 2022, continues to advise that all individuals and businesses are strongly urged to follow the LACDPH Best Practices Guidance, containing health and safety recommendations for COVID-19;

WHEREAS, the LACDPH Best Practices Guidance provides, among other things:

1. Masks are *strongly recommended* in most indoor public settings to prevent transmission of the virus particularly to persons with prolonged, cumulative exposures (e.g., workers and to those with higher risk of illness (e.g., unvaccinated, older persons, or those with underlying medical conditions such as immunocompromised persons); and
2. Per state and federal law, visitors and workers must continue to wear masks in specified high-risk settings to continue protecting vulnerable populations and the workforce that delivers critical services in these settings; and
3. Identify and regularly clean frequently touched surfaces and objects such as doorknobs, elevator buttons, tools, handrails, phones, headsets, bathroom surfaces and steering wheels;
4. Whenever possible, take steps to reduce crowding indoors and encourage physical distancing including, but not limited to:
 - a. Limiting indoor occupancy to increase the physical space between employees at the worksite, between employees and customers, and between customers;
 - b. Using tape, signs, or other visual cues such as decals or colored tape on the floor, placed six feet apart, to guide customers about where to stand to avoid crowding and to encourage distancing where lines may form; and
 - c. Continuing, where feasible, to offer telework options and continue those teleworking arrangements that do not interfere with business operations as telework significantly reduces the risk of exposure for employees, their households, and communities.

WHEREAS, the surges in COVID-19 variants overseas have the potential to quickly spread in the United States warranting continued vigilance; and

WHEREAS, AB 361 requires legislative bodies that conduct teleconferenced meetings under its the relaxed and abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, the City Council meetings and meetings of certain other subordinate bodies of the City (e.g, the Planning and Preservation Commission) are open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the City Council or City Commission conduct their business; and

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials to maintain various infection control and containment measures referenced above , the City Council desires to make the findings required by AB 361 to allow the City Council and all City Boards and Commissions to continue to meet under AB 361's abbreviated teleconferencing procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference; and

SECTION 2. The City Council finds that the State and County declarations of emergency in response to the COVID-19 pandemic remain in place; and

SECTION 3. The City Council finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

SECTION 4. The City of San Fernando staff along with the City Council are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, taking measures to ensure that meetings of the City Council, the Planning and Preservation Commission and all meetings of other commissions subject to the Brown Act are conducted in accordance with the provisions of Government Code Section 54953(e) to the extent such bodies continue to avail themselves of the relaxed and teleconferencing procedures permitted under AB 361.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

SECTION 6. The operational provisions of this Resolution shall take effect October 12, 2022, and expire upon the earlier of the following (i) 12:00 am on November 10, 2022; or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of San Fernando may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 3rd day of October, 2022.

Mary Mendoza, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8182 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of October, 2022, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of October, 2022.

Julia Fritz, City Clerk

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021.

Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public

comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

DIGEST KEY

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 89305.6 is added to the Education Code, to read:

89305.6.

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically,

or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2.

Section 11133 is added to the Government Code, to read:

11133.

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

- (E) At least one member of the state body be physically present at the location specified in the notice of the meeting.
- (c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.
- (d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:
- (1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.
 - (2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).
- (e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:
- (1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.
 - (2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.
- (f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3.

Section 54953 of the Government Code is amended to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the

opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1.

Section 54953 of the Government Code is amended to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1

(commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the

public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4.

Section 54953 is added to the Government Code, to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1.

Section 54953 is added to the Government Code, to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

- (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.
- (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.
- (4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.
- (c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
- (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
- (3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.
- (d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.
- (2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5.

Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6.

It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7.

The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8.

(a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video

teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9.

This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: October 3, 2022

Subject: Consideration to Authorize the Formal Solicitation of Bids for Phase 2 of the Annual Street Resurfacing Project

RECOMMENDATION:

It is recommended that the City Council authorize the formal solicitation of bids for Phase 2 of the Annual Street Resurfacing Project (Attachment "A" - Project Specifications, Plans, and Bid Proposal Documents) to be advertised and publicly noticed for no less than 30 days prior to the opening of bids.

BACKGROUND:

1. On October 12, 2021, a Request for Proposals (RFP) for Pavement Engineering Services and was published on the City's website.
2. On November 4, 2021, the City received seven proposals for Pavement Engineering Services: GMU Pavement Engineering, MNS Engineering, Inc., NV5, Omnis Inc., Transtech Engineers, Inc., Willdan Engineering, and KOA.
3. On November 10, 2021, staff requested additional information from all firms who submitted proposals for services requested by the City.
4. From November 17, 2021 through November 22, 2021, a four-member panel made up of City staff scored each submittal, which included additionally requested information.
5. On December 6, 2021, the City Council approved Contract No. 2046 with GMU Pavement Engineering Services (GMU) for on-call pavement engineering design services.
6. Since January 2022, City and GMU staff have been working closely together to evaluate all of the City's streets and develop a comprehensive list of approximately 30 miles of streets to pave with slurry seal in Fiscal Year (FY) 2022-2023.

Consideration to Authorize the Formal Solicitation of Bids for Phase 2 of the Annual Street Resurfacing Project

Page 2 of 4

7. On June 21, 2022, the City Council adopted a resolution to accept a partial list of the streets (approximately eight miles) to be paved in FY 2022-2023 using Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 funds.
8. On July 5, 2022, the City Council authorized the formal solicitation of bids for Phase 1 of the Annual Street Resurfacing Project.
9. On August 15, 2022, the City Council approved Contract No. 2100 with Toro Enterprises, Inc. for Phase 1 of the Annual Street Resurfacing Project.

ANALYSIS:

Historically, the City has used its annual allocation of street resurfacing funds from the State and County to repair one to two miles of streets using the Thin Overlay process. This is a standard method for repaving of streets where up to two inches of the pavement surface is ground away and a new surface is placed over it with asphalt. While this is considered a standard and acceptable method, the cost for doing this kind of pavement resurfacing does not allow the City to make much progress on the backlog of streets that require attention. Additionally, many streets have older water and sewer mains that may require upgrades in the next five years and the City currently does not have the funds to replace these sections of mains before placing an expensive thin overlay asphalt surface over the street.

City and GMU staff worked together to evaluate alternative methods for addressing many of the streets in the City over the next three years, with the goal of resurfacing all streets using a combination of more affordable pavement treatments.

Phase 1 of Annual Street Resurfacing Project.

The City will begin this year's annual street resurfacing project by focusing on preserving approximately 18 miles of streets that are in fair condition and extending their useful life. This is an important approach to managing the City's street pavement inventory, as the tendency in the past has been to let streets in a fair-to-good condition deteriorate and focus on repaving one to two miles of streets in poor condition using a thin overlay. This is not an uncommon predicament facing cities and it can be challenging to make these decisions when there is a significant backlog of streets requiring attention.

By addressing the streets in a fair-to-good condition first, the City is preserving more than one-third of the street inventory and providing a proper traveling surface free of potholes and cracks for the next seven to ten years using a very affordable slurry seal process. This process will focus on filing any cracks, repairing any potholes, and then sealing with a thin layer of asphalt slurry that seals the street. In addition to the slurry seal of the streets, the project will focus on addressing concrete repairs to the curb and gutter along the street. A full list of streets to be addressed as part of Phase 1 is shown in the project bid package (Attachment "B"). Construction

Consideration to Authorize the Formal Solicitation of Bids for Phase 2 of the Annual Street Resurfacing Project

Page 3 of 4

is expected to begin in October 2022 and slurry seal of streets in Phase 1 will continue through January 2023.

Phase 2 of Annual Street Resurfacing Project.

City and GMU staff have completed the design of a more robust two- and three-step slurry seal process for streets that are moderately to significantly deteriorated with cracks and potholes. These are streets that typically require an overlay treatment. This two- and three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays.

Up to an additional 12 miles of streets will be paved using the two- and three-step slurry process. A full list of streets being considered for slurry seal treatment in Phase 2 are included in Attachment "C".

Phase 2 - Project Schedule.

Phase 2 of the Annual Street Resurfacing Project is expected to begin in January 2023 and continue through June 2023.

Public Bid Process.

Per Chapter 7, Section 3.C.1 of the City's Purchasing Policy, a notice shall be published in a newspaper of general circulation at least 14 calendar days prior to the bid opening date. Notice shall also be mailed to the construction bid rooms for this area at least 30 calendar days prior to the opening of the bids. Notice will also be posted on the City website during this period. The bid package ([Project Specifications, Plans, and Bid Proposal Documents](#) – as shown in Attachment "A") will be available in electronic format to all interested parties.

The bid proposals are tentatively scheduled to be opened by the City Clerk in the Council Chambers on Thursday, November 3, 2022. Staff will review the bids and determine the lowest responsive bidder. Staff will return to City Council for consideration to the award the construction contract on November 21, 2022.

BUDGET IMPACT:

The Annual Street Resurfacing Project is being funded through a combination of State and County funds that are allocated each year to the City based on population size. These funding sources include SB 1 and Gas Tax from the State, as well as Measure M, Measure R, and Proposition C from Los Angeles County. A total of \$4,599,228 is available in FY 2022-2023, including \$2,015,053 in new funds allocated to the City. It is anticipated that up to \$2,038,388 will be used for Phase 1 of the Annual Street Resurfacing Project and the remainder of the balance (\$2,560,390) will be used to fund Phase 2 of the project at the end of 2022.

Consideration to Authorize the Formal Solicitation of Bids for Phase 2 of the Annual Street Resurfacing Project

Page 4 of 4

SOURCES		
Fund	Account Number	Allocation
SB 1	025-3623-0000	\$ 1,863,953
Measure R	012-3210-0000	\$ 831,678
Measure M	024-3210-0000	\$ 1,088,635
Proposition C	008-3210-0000	\$ 512,296
State Gas Tax	011-3610-0000	\$ 64,571
Capital Outlay	032-3970-0000	\$ 238,094
Total Sources:		\$ 4,599,228

USES		
Activity	Account Number	Cost
Design/Construction Management	008/011/012/024/025- /032-311-0560-4600	\$ 450,000
Construction – Phase 1	008/011/012/024/025/032- -311-0560-4600	\$ 2,038,388
Construction – Phase 2	008/011/012/024/025/032- 311-0560-4600	\$ 2,560,390
Total Uses:		\$ 4,599,228

CONCLUSION:

Staff recommends that the City Council authorize the formal solicitation of bids for Phase 2 of the Annual Street Resurfacing Project.

ATTACHMENTS:

- A. [Project Bid Package](#) (provided digitally through web link; hardcopy available at the Public Works counter)
- B. List of Streets to be paved in Phase 1 of Annual Street Resurfacing Project
- C. List of Streets to be paved in Phase 2 of Annual Street Resurfacing Project

Plate 2.1 - FY 2022-2023 Phase 1 - Annual Street Resurfacing Project

Type I Slurry Seal Streets

GMU Project No. 21-280-00



Street Name	From	To
ALLEY EO MACLAY	S/S SECOND ST	N/S FIRST ST
ALLEY EO ORANGE GROVE	S/S SECOND ST	N/S ALLEY SO SECOND
ALLEY N/O FIRST	E/S HAGAR ST	W/S MACLAY
ALLEY N/O FIRST	E/S MACNEIL	W/S ALLEY EO MACNEIL
ALLEY SO SECOND	E/S ORANGE GROVE	W/S HUNTINGTON ST
ALLEY SO SECOND	E/S HUNTINGTON ST	W/S FERMOORE ST
ALLEY WO ALEXANDER	N/S LIBRARY ST	S/S FIFTH ST
ALLEY WO BRAND	N/S THIRD ST	S/S FOURTH ST
ALLEY WO HAGAR	N/S LIBRARY ST	END
ALLEY WO HAGAR	S/S FOURTH ST	N/S THIRD ST
ALLEY WO HAGAR	S/S SECOND ST	N/S ALLEY NO FIRST
ALLEY WO HAGAR	S/S LIBRARY ST	N/S FOURTH ST
ALLEY WO HAGAR	S/S THIRD ST	N/S SECOND ST
ALLEY WO HARPS	N/S LIBRARY ST	S/S FIFTH ST
ALLEY WO MACLAY	S/S FOURTH ST	N/S THIRD ST
ALLEY WO MACLAY	S/S ALLEY N/O FIRST	N/S FIRST ST
ALLEY WO MACLAY	S/S THIRD ST	N/S SECOND ST
ALLEY WO MACLAY	S/S SECOND ST	N/S ALLEY N/O FIRST
ALLEY WO MACLAY	S/S EIGHTH ST	N/S KNOX ST
ALLEY WO MACLAY	S/S WARREN ST	N/S LUCUS ST
ALLEY WO MACLAY	S/S SEVENTH ST	N/S WARREN ST
ALLEY WO WOLFSKILL	N/S HOLLISTER ST	S/S CORONEL ST
ALLEY WO WOLFSKILL	N/S HEWITT ST	S/S HOLLISTER ST
AVIATION PLACE	S/S EIGHTH ST	CDS
CARLISLE STREET	S/S PICO	N/S CORONEL
CELIS STREET	E/S MEYER ST	W/S HUNTINGTON ST
CORONEL STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
CORONEL STREET	E/S SAN FERNANDO MISSION	W/S MACLAY AVE
CORONEL STREET	E/S KALISHER ST	W/S SAN FERNANDO MISSION
CORONEL STREET	E/S MEYER ST	W/S HUNTINGTON ST
DE FOE STREET	W/S BRAND BL	END - NEAR MACLAY AVE
DE GARMO STREET	W/S BRAND BL	E/S MACLAY AVE
DE GARMO STREET	W/S HARPS ST	E/S HARDING ST
DE GARMO STREET	W/S HAGAR ST	E/S ALEXANDER ST
DE GARMO STREET	W/S MACLAY AVE	E/S HAGAR ST
DE GARMO STREET	W/S ALEXANDER ST	E/S HARPS ST
DE HAVEN STREET	W/S BRAND BL	END - NEAR MACLAY AVE
FIRST STREET	W/S BRAND AVE	E/S MACLAY AVE
FOURTH STREET	W/S HUBBARD ST	CITY LIMITS WEST
FOURTH STREET	E/S PARK AVE	E/S BRAND BL
FOURTH STREET	W/S MACLAY AVE	W/S WORKMAN ST
FOURTH STREET	CITY LIMITS EAST	E/S PARK AVE
GLENCREST DRIVE	E/S ARROYO AVE	CITY LIMITS EAST
GRIFFITH STREET	W/S MACLAY AVE	E/S SAN FERNANDO MISSION
GRIFFITH STREET	W/S FOX ST	E/S WOLFSKILL ST
GRIFFITH STREET	W/S WOLFSKILL ST	E/S CHATSWORTH DR
HAGAR STREET	N/S FIFTH ST	S/S GLENOAKS BL
HAGAR STREET	N/S FOURTH ST	S/S FIFTH ST
HAGAR STREET	N/S THIRD ST	S/S FOURTH ST
HARDING STREET	S/S GLENOAKS ST	N/S FIFTH ST
HARPS STREET	S/S GLENOAKS BL	S/S DE GARMO ST
HARPS STREET	S/S FIFTH ST	S/S LIBRARY ST
HARPS STREET	S/S DE GARMO ST	N/S FIFTH ST
HARPS STREET	S/S LIBRARY ST	N/S FOURTH ST
HEWITT STREET	E/S WORKMAN ST	W/S KALISHER ST
HEWITT STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
HEWITT STREET	E/S WOLFSKILL ST	W/S FOX ST
HOLLISTER STREET	W/S CHATSWORTH ST	E/S BRAND BL
HOLLISTER STREET	W/S MACLAY AVE	E/S SAN FERNANDO MISSION BL
HOLLISTER STREET	W/S SAN FERNANDO MISSION	E/S KALISHER ST
HOLLISTER STREET	E/S CARLISLE ST	E/S MACLAY AVE
HOLLISTER STREET	W/S BRAND BL	E/S CARLISLE ST
HUNTINGTON STREET	N/S PICO ST	S/S CELIS ST
HUNTINGTON STREET	N/S CELIS ST	S/S SAN FERNANDO RD
HUNTINGTON STREET	N/S SAN FERNANDO RD	S/S TRUMAN ST
HUNTINGTON STREET	E/S FERMOORE ST	N/S FIFTH ST
HUNTINGTON STREET	S/S GLENOAKS BL	N/S FERMOORE ST
HUNTINGTON STREET	S/S WOODWORTH ST	S/S HOLLISTER ST
HUNTINGTON STREET	S/S LUCAS ST	N/S GLENOAKS BL
KALISHER STREET	N/S GRIFFITH ST	S/S HEWITT ST

Plate 2.1 - FY 2022-2023 Phase 1 - Annual Street Resurfacing Project

Type I Slurry Seal Streets

GMU Project No. 21-280-00



Street Name	From	To
KEWEN AVENUE	W/S FOX ST	E/S WOLFSKILL ST
KEWEN AVENUE	W/S WOLFSKILL ST	E/S CHATSWORTH DR
KEWEN AVENUE	W/S KALISHER ST	E/S WORKMAN ST
KEWEN AVENUE	W/S CHATSWORTH DR	E/S BRAND BL
KEWEN AVENUE	W/S BRAND BL	E/S MACLAY AVE
KEWEN AVENUE	W/S WORKMAN ST	E/S HUNTINGTON ST
KEWEN AVENUE	W/S MACLAY AVE	E/S SAN FERNANDO MISSION
KITTRIDGE STREET	N/S SAN FERNANDO RD	S/S TRUMAN ST
LAZARD STREET	S/S CELIS ST	N/S PICO ST
LAZARD STREET	S/S PICO ST	N/S CORONEL ST
LAZARD STREET	S/S CORONEL ST	END AT PARKING
LIBRARY STREET	E/S MACLAY AVE	W/S BRAND BL
LIBRARY STREET	E/S BRAND BL	W/S GRISWOLD AVE
LUCAS STREET	W/S MACLAY AVE	END
MACNEIL STREET	S/S EIGHTH ST	W/S BRAND BL
MACNEIL STREET	N/S FIRST ST	N/S THIRD ST
MACNEIL STREET	N/S SEVENTH ST	CDS
MEYER STREET	N/S FIFTH ST	CDS
MEYER STREET	S/S SEVENTH ST	S/S WARREN ST
MORNINGSIDE COURT	E/S MACLAY AVE	W/S BRAND BL
MOTT STREET	E/S SAN FERNANDO MISSION	W/S MACLAY AVE
MOTT STREET	E/S MACLAY AVE	W/S BRAND BL
MOTT STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
MOTT STREET	E/S KALISHER ST	W/S SAN FERNANDO MISSION
MOTT STREET	E/S WORKMAN ST	W/S KALISHER ST
MOTT STREET	E/S WOLFSKILL ST	W/S FOX ST
MOTT STREET	E/S CHATSWORTH DR	W/S WOLFSKILL ST
MOTT STREET	E/S BRAND BL	W/S CHATSWORTH DR
NEWTON PLACE	E/S NEWTON ST	CDS
NEWTON STREET	S/S FOURTH ST	N/S THIRD ST
NEWTON STREET	S/S EIGHTH ST	S/S NEWTON PL
N BRAND BOULEVARD	S/S LIBRARY ST	N/S FOURTH ST
N BRAND BOULEVARD	N/S LIBRARY ST	S/S FIFTH ST
O'MELVENY STREET	E/S WOLFSKILL ST	W/S FOX ST
O'MELVENY STREET	W/S KALISHER ST	E/S WORKMAN ST
O'MELVENY STREET	W/S SAN FERNANDO MISSION	E/S KALISHER ST
O'MELVENY STREET	W/S CHATSWORTH DR	E/S BRAND BL
PARK AVENUE	S/S FOURTH ST	N/S FIRST ST
PARKING LOTS	PICO SW	SAN FERNANDO MISSION SW
PARKING LOTS	CELTS NE	MACLAY NE
PARKING LOTS	TRUMAN SW	BRAND SW
PARKING LOTS	MACLAY SE	FIRST SE
PARKSIDE DRIVE	S/S FOURTH ST	CDS
PICO STREET	E/S WOLFSKILL ST	W/S FOX ST
PICO STREET	E/S CHATSWORTH DR	W/S WOLFSKILL ST
PICO STREET	E/S MEYER ST	W/S HUNTINGTON ST
PICO STREET	E/S BRAND BL	W/S CHATSWORTH DR
PICO STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
SECOND STREET	W/S HUBBARD AVE	CITY LIMITS WEST
SECOND STREET	E/S ALEXANDER ST	W/S HAGAR ST
SECOND STREET	E/S HUNTINGTON ST	W/S HARDING AVE
THIRD STREET	E/S MACNEIL ST	W/S BRAND BL
THIRD STREET	E/S BRAND BL	W/S JESSIE ST
THIRD STREET	E/S MACLAY AVE	W/S MACNEIL ST
WARREN STREET	W/S MEYER ST	END
WOODWORTH PLACE	W/S CORK ST	CDS
WOODWORTH STREET	E/S WORKMAN ST	W/S KALISHER ST
WOODWORTH STREET	E/S WOLFSKILL ST	W/S FOX ST
WOODWORTH STREET	E/S CHATSWORTH DR	W/S WOLFSKILL ST
WOODWORTH STREET	E/S MACLAY AVE	W/S CARISLE ST
WOODWORTH STREET	E/S KALISHER ST	W/S SAN FERNANDO MISSION
WORKMAN STREET	S/S HOLLISTER ST	S/S CELIS ST
HOLLISTER STREET	W/S WORKMAN ST	E/S HUNTINGTON ST
CORONEL STREET	E/S MACLAY AVE	W/S BRAND BL
CORONEL STREET	E/S WORKMAN ST	W/S KALISHER ST
HEWITT STREET	E/S MACLAY AVE	W/S CARLISLE ST
WORKMAN STREET	S/S WOODWORTH ST	S/S HOLLISTER ST
WORKMAN STREET	CITY LIMITS SOUTH	S/S WOODWORTH ST
THIRD STREET	E/S HAGAR ST	W/S MACLAY AVE
THIRD STREET	E/S ALEXANDER ST	W/S HAGAR ST
FERMOORE STREET	E/S HUNTINGTON ST	N/S FIFTH ST

Plate 2.2 - FY 2022-2023 Phase 1 - Annual Street Resurfacing Project
Type II Slurry Seal Streets

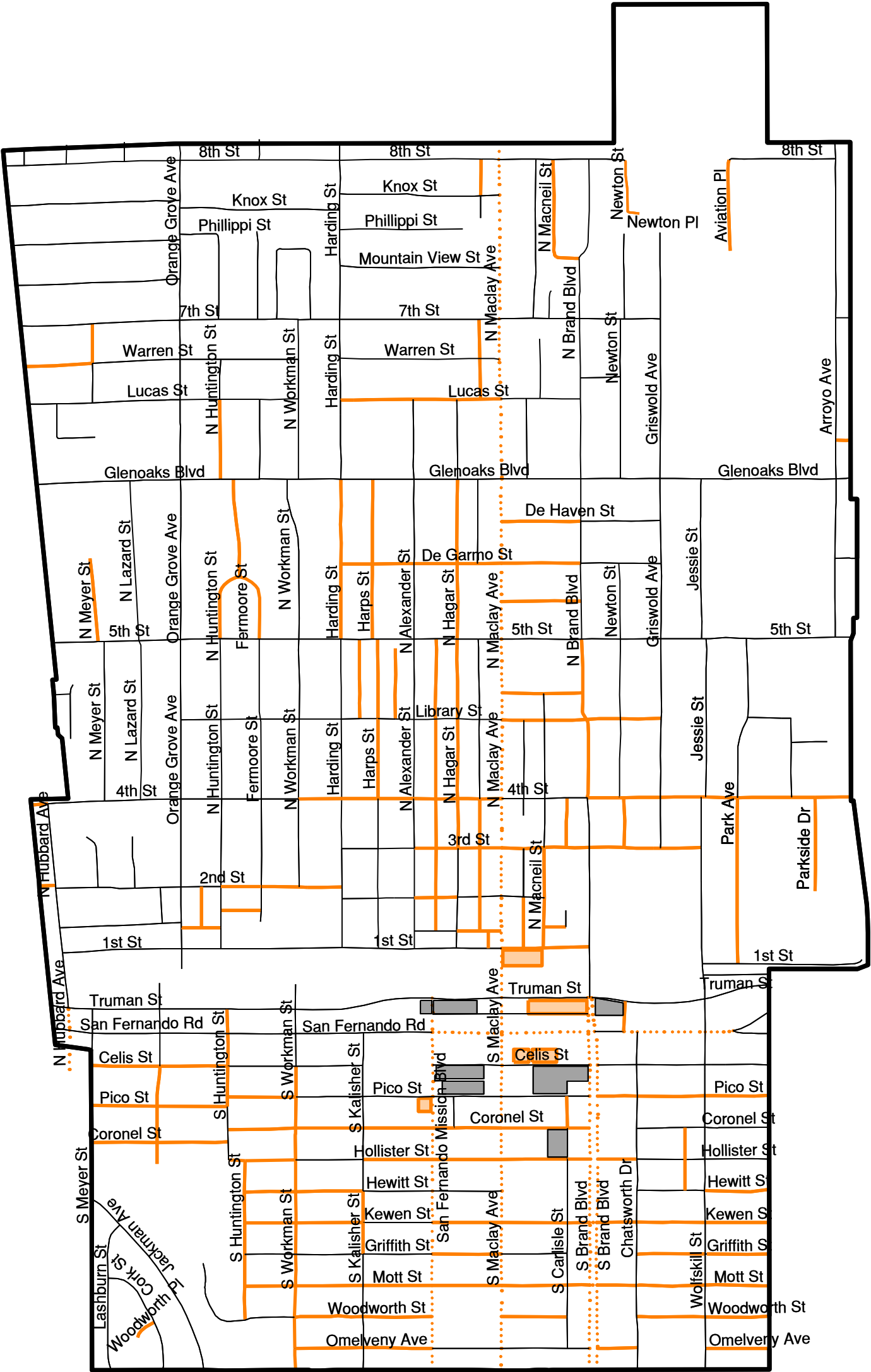
GMU Project No. 21-280-00



Street Name	From	To
S BRAND BOULEVARD	N/S KEWEN ST	CITY LIMITS SOUTH
S BRAND BOULEVARD	S/S SAN FERNANDO RD	N/S KEWEN ST
S BRAND BOULEVARD	S/S TRUMAN ST	N/S SAN FERNANDO RD
HUBBARD AVENUE	CITY LIMITS SOUTH	S/S SAN FERNANDO RD
HUBBARD AVENUE	S/S SAN FERNANDO RD	N/S TRUMAN ST
MACLAY STREET	N/S TRUMAN ST	S/S SAN FERNANDO RD
MACLAY STREET	S/S FIFTH ST	N/S FOURTH ST
MACLAY STREET	S/S GLENOAKS BL	S/S FIFTH ST
MACLAY STREET	N/S KEWEN ST	CITY LIMITS SOUTH
MACLAY STREET	S/S SAN FERNANDO RD	N/S KEWEN ST
MACLAY STREET	N/S SEVENTH ST	N/S GLENOAKS BL
MACLAY STREET	N/S FIRST ST	N/S TRUMAN ST
MACLAY STREET	NORTH CITY LIMITS	N/S SEVENTH ST
MACLAY STREET	S/S FOURTH ST	N/S FIRST ST
SAN FERNANDO MISSION BL	S/S TRUMAN ST	S/S PICO ST
SAN FERNANDO ROAD	W/S KITTRIDGE ST	CITY LIMITS EAST
SAN FERNANDO ROAD	E/S SAN FERNANDO MISSION	W/S MACLAY AVE
SAN FERNANDO ROAD	E/S MACLAY AVE	W/S BRAND BL
SAN FERNANDO MISSION BL	S/S PICO ST	CITY LIMITS SOUTH

LEGEND

- TYPE I SLURRY SEAL STREETS
- TYPE II SLURRY SEAL STREETS



2022 Slurry Seal Project Map



Date: August 1, 2022
Project No.: 21-280-00

Plate
1

DRAWING: q:\2021\21-280-00\dwg\2128000_improvement plan with right zone phase 1.dwg PLOTTED: 8/10/2022 2:13 PM BY: Michel El Sebadly

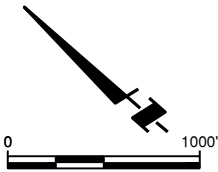


Plate 2.1 - FY 2022-2023 Phase 2 - Annual Street Resurfacing
Project 2-Step Process Streets
 GMU Project No 21-280-00



Street Name	From	To
GRISWOLD AVENUE	N/S GLENOAKS BL	END
NEWTON STREET	N/S SEVENTH ST	END
FAYECROFT STREET	CDS	END
WARREN STREET	E/S HUNTINGTON ST	E/S ORANGE GROVE AVE
ALLEY WO MACLAY	S/S KNOX ST	END
DONNAGLEN AVENUE	E/S FAYECROFT AVE	END
SEVENTH STREET	W/S GRISWOLD AVE	E/S BRAND BL
FIFTH STREET	E/S ARROYO AVE	CITY LIMITS EAST
ORANGE GROVE AVENUE	S/S SEVENTH ST	N/S GLENOAKS BL
ALLEY WO MACLAY	S/S GLENOAKS	N/S DEGARMO
GRISWOLD AVENUE	N/S FIFTH ST	S/S GLENOAKS BL
SEVENTH STREET	E/S BRAND BL	E/S MACLAY AVE
ALEXANDER STREET	S/S FIFTH ST	N/S LIBRARY ST
EIGHTH STREET	E/S NEWTON PL	E/S MACLAY AVE
FERMOORE STREET	S/S LUCAS ST	N/S GLENOAKS BL
LUCAS STREET	W/S ORANGE GROVE AVE	E/S HUBBARD ST
HUNTINGTON STREET	N/S SEVENTH ST	N/S PHILLIPPI ST
ORANGE GROVE AVENUE	S/S GLENOAKS BL	N/S FIFTH ST

Plate 2.2 - FY 2022-2023 Phase 2 - Annual Street Resurfacing
Project 3-Step Process Streets
 GMU Project No 21-280-00



Street Name	From	To
HAGAR STREET	N/S GLENOAKS BL	S/S LUCAS ST
DE GARMO STREET	E/S ARROYO AVE	CITY LIMITS EAST
PHILLIPPI STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
ORANGE GROVE AVENUE	S/S FOURTH ST	N/S FIRST ST
ORANGE GROVE AVENUE	S/S FIFTH ST	N/S FOURTH ST
ALLEY EO MACLAY	S/S EIGHTH ST	N/S SEVENTH ST
SHADOW LANE	N/S SEVENTH ST	END
KNOX STREET	E/S ORANGE GROVE AVE	W/S HARDING ST
CHIVERS STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
WORKMAN STREET	N/S FIFTH ST	S/S GLENOAKS BL
KNOX STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
SEVENTH STREET	E/S HARDING AVE	E/S ORANGE GROVE AVE
KNOX STREET	E/S HARDING AVE	W/S MACLAY AVE
MOUNTAIN VIEW STREET	W/S MACLAY AVE	E/S HARDING AVE
FERMOORE DRIVE	W/S WORKMAN ST	W/S FERMOORE ST
HARDING STREET	S/S SEVENTH ST	N/S GLENOAKS ST
MEYER STREET	S/S FIFTH ST	N/S FOURTH ST
ALLEY EO MACLAY	S/S LUCAS ST	N/S GLENOAKS
ARROYO STREET	N/S 5TH ST	S/S GLENOAKS BL
HARDING STREET	N/S EIGHTH ST	N/S SEVENTH ST
DE GARMO STREET	W/S GRISWOLD AVE	E/S BRAND BL
DE HAVEN STREET	W/S GRISWOLD AVE	E/S BRAND BL
FERMOORE STREET	S/S FERMOORE DR	N/S SEVENTH ST
ORANGE GROVE AVENUE	S/S EIGHTH ST	N/S SEVENTH ST
SEVENTH STREET	W/S MACLAY AVE	E/S HARDING AVE
ARROYO STREET	N/S GLENOAKS BL	S/S BORDEN AVE
NEWTON STREET	S/S SEVENTH ST	N/S GLENOAKS BL
PHILLIPPI STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST
WARREN STREET	W/S ORANGE GROVE AVE	E/S MEYER ST
WORKMAN STREET	N/S SEVENTH ST	N/S FERMOORE DR
ALEXANDER STREET	S/S LUCAS ST	N/S GLENOAKS BL
ARROYO STREET	S/S BORDEN AVE	S/S EIGHTH ST
HUNTINGTON STREET	S/S WARREN ST	N/S LUCAS ST
SEVENTH STREET	E/S ORANGE GROVE AVE	E/S HUBBARD ST
WARREN STREET	W/S WORKMAN ST	E/S HUNTINGTON ST
EIGHTH STREET	W/S ARROYO AVE	W/S AVIATION PL
JESSIE STREET	S/S GLENOAKS BL	N/S FIFTH ST
WOODWORTH STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
WOODWORTH STREET	CDS	W/S HUNTINGTON ST
ALEXANDER STREET	S/S GLENOAKS BL	N/S FIFTH ST
ORANGE GROVE AVENUE	S/S FIRST ST	END
LUCAS STREET	W/S NEWTON ST	E/S BRAND BL

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: October 3, 2022

Subject: Consideration to Authorize a Purchase Order with General Pump Company, Inc. for Rehabilitation Services of the City's Groundwater Well No. 3

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding requirements pursuant to Section 2-801(a) of the City's Purchasing Ordinance that allows waiving bidding requirements to purchase special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions;
- b. Authorize a Purchase Order with General Pump Company, Inc. (General Pump) (Attachment "A" – Proposal) for rehabilitation services at Well No. 3 in an amount not-to-exceed \$115,039.60;
- c. Authorize the City Manager to execute the Purchase Order and all related documents; and
- d. Adopt Resolution No. 8183 (Attachment "B") to approve amending Fiscal Year (FY) 2022-2023 Capital Improvement Budget by \$115,039.60 from the Water Enterprise Reserve Balance for the Nitrate Treatment System.

BACKGROUND:

1. In November 2009, Well No. 3 had a nitrate reading in excess of the drinking water limit and water production ceased at this location.
2. On November 1, 2021, the City Council authorized a Purchase Order with Envirogen Technologies, Inc. in an amount not-to-exceed \$1,652,110 for the purchase of a proprietary ion exchange nitrate removal treatment system at the City's groundwater Well No. 3 and the preparation of technical and operation reports for the permitting of the new system.

Consideration to Authorize a Purchase Order with General Pump Company, Inc. for Rehabilitation Services of the City's Groundwater Well No. 3

Page 2 of 4

3. On April 18, 2022, staff presented to City Council on the need to shut down groundwater Well No. 2A due to rising concentrations of nitrates; the need to supplement the City's water supply over the next six to nine months with imported water from the Metropolitan Water District (MWD); and the City's effort to install Well No. 3 by December 2022.
4. On May 2, 2022, the City Council authorized a purchase order with General Pump for the purchase and installation of a new pump and motor assembly located at the City's Groundwater Well No. 3.

ANALYSIS:

Over the past several years, the City has embarked on a number of capital improvement projects to the City's water system, including installing new treatment facilities and increasing water storage capacity. These projects are part of a long-term capital improvement program that will result in a more resilient water system capable of providing safe, clean drinking water to San Fernando customers for many years to come.

Envirogen Technologies, Inc., has completed construction of a nitrate treatment system at Well No. 3 and contractors are preparing the site to receive the system for installation. As part of this effort, the City is also replacing the oil based water extraction pump that has been out of service for 13 years. While the pump is still functional, it is nearing the end of its useful life and will most likely require replacement within a few years, which would lead to a shutdown of the well for a period of months to address those repairs. Replacing the pump assembly and motor at Well No. 3 is a critical step in preparing for the installation of new nitrate treatment removal system and will ensure the resiliency of the water system from future shutdowns. Completing the work now while the system is offline is the ideal time to address the pump replacement.

As part of the replacement of the pump, a survey was conducted on June 26, 2022 of the existing well to evaluate how it will perform once the new pump and motor assembly is installed. A significant amount of clogging was observed in the area where the screened section of the well casing is located. This naturally occurs over time and regular maintenance of the well is required to prevent this clogging from occurring. This is essentially the zone where groundwater is captured and extracted to the surface through the pump. In addition to this clogging, approximately 25 feet of material has built-up at the bottom of the well.

General pump provided a proposal to provide the labor, special heavy equipment, and materials to clear all of the clogging material in the screened sections, as well as the built-up material located at the bottom of the well. This process requires extensive time and labor to deliver equipment, airlines, and chemicals to an approximate depth of 310 feet below the ground surface. Special mixing and storage tanks are also required to prepare the chemicals at the surface. The cleared material is then brought to the surface where it is neutralized and disposed

Consideration to Authorize a Purchase Order with General Pump Company, Inc. for Rehabilitation Services of the City's Groundwater Well No. 3

Page 3 of 4

of properly. When the work is completed, the new motor and pump assembly will be installed as part of a previously issued purchase order.

Purchase of Special Equipment to Perform Complex or Unique Functions.

Section 2-801(a) of the City's Municipal Code allows for the waiver of formal bid requirements to purchase special equipment. In particular, it specifies under subsection (1) that purchasing can be limited to a specific product type, or brand name product, if purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions. Therefore, staff recommends City Council waive formal bidding requirements and approve a Purchase Order with General Pump to procure special equipment, material, and labor for the following reasons: General Pump is intricately familiar with the groundwater extraction wells used in the City's water system and are best equipped to perform the rehabilitation service of Well No. 3. They understand the underground hydrogeology at the site and have performed similar rehabilitation on other wells in the City's water system in the past. This provides the City with the most knowledgeable service provider and creates more efficiency when transitioning to the installation of the new motor and pump assembly following completion of the rehabilitation.

BUDGET IMPACT:

Funding for this project will come from the unassigned fund balance of the Water Fund, as follows:

SOURCES		
Fund	Account Number	Allocation
Water Fund Reserve Balance	070-2400	\$ 115,039.60
Total Sources:		\$ 115,039.60

USES		
Activity	Account Number	Cost
Construction	070-385-0859-4600	\$ 115,039.60
Total Uses:		\$ 115,039.60

The appropriation of Water Fund reserves will reduce the overall water fund balance from \$226,096 to \$111,056. However, the City has received notice of a \$750,000 grant award from the California Department of Water Resources (DWR) (Attachment "C"). In accordance with the City's Comprehensive Financial Policy and Grant Management Policy, these grant funds may not be appropriated until a final grant agreement is executed with the Los Angeles County Flood Control District (LACFCD). Staff anticipates presenting a grant agreement with LACFCD to City Council for

Consideration to Authorize a Purchase Order with General Pump Company, Inc. for Rehabilitation Services of the City's Groundwater Well No. 3

Page 4 of 4

consideration and approval within the next 60 to 90 days. Upon approval of the grant agreement, the \$750,000 in grant funds will be appropriated to this project and the Water Fund reserve will be replenished.

CONCLUSION:

Staff recommends that the City Council authorize a Purchase Order with General Pump Company, Inc. in an amount not to exceed \$115,039.60 based on Section 2-801(a) of City Ordinance No. 1653.

ATTACHMENTS:

- A. Proposal – General Pump Company, Inc. – City of San Fernando Well No. 3 – Rehabilitation Estimate
- B. Resolution No. 8183
- C. DWR Grant Award Letter to the Los Angeles County Flood Control District



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

July 11, 2022

Via Email: amendez@sfcity.org

City of San Fernando
117 MacNeil Street
Attn: Alex Mendez

Subject: City of San Fernando Well No. 3 – Rehabilitation Estimate

General Pump Company is pleased to provide our estimate for the next stage in our well rehabilitation. Our crews recently pulled the pump assembly from the well and conducted a video survey on June 26, 2022. This video survey revealed significant plugging throughout the screen portion of the well along with approximately 25 ft of fill material at the bottom of the well. Because the well has also been shut down for over 2 years, it is highly recommended that a rehabilitation procedure be conducted to break up and dissolve scale build up which has had considerable time to accumulate. This could provide the well a reconditioning up to previous pumping rates witnessed of approximately 1,200 gpm.

SCOPE OF WORK

Shop Labor

- Load/Unload chemicals, equipment and hoses
- Prep airlift pipe and airline for usage
- Prep Airbursting Equipment and Tools
- Fabricate 12" Dual Swab Tool
- Prep chemistry, hoses, tanks, and safety equipment

Est – 80 Hrs. @ \$114/Hr. \$ 9,120.00

Field Labor: (Airlifting, AirBurst, Chemical Injection, Agitate, Development):

- Mobilize to site; Trip in/out 4" pipe/airline to 310 ft bgs.
- Airlift to bottom to remove fill (1 day expected).
- Conduct AirBurst® Procedure every 2 ft of Screen Section up to 2,200 PSI
- Injection of Descaler Chemistry every 10 ft of Screen; Agitate Screen next day.
- Airlift/Dual Swab and Neutralize every 10 ft of Screen until water clear of material. Solids to remain onsite and neutralized water to be sent to SF designated waste line.

Three Man Crew & Pump Rig – Est. 72 Hrs. @ \$714/Hr.	\$51,408.00
Two Man Crew & Crane – Est. 22 Hrs. @ \$464/Hr.	\$10,208.00
Helper – 24 Hrs. @ \$138/Man Hr.	\$3,312.00



Overtime – 87 Hrs. @ \$60/Man Hr. \$3,312.00

Total Field Labor \$70,931.00

Materials and Rentals (Non-Taxable):

- Rental Air Compressor
- Swab Rental
- Baffled Neutralization Tank and Associated Hoses
- Airlift Pipe and Airline PVC (320 ft length)
- Rental of Chemical Trailer and Mixing Station
- AirBurst Tool Rental

Total Materials and Rentals (Non-Taxable) \$12,860.00

Materials (Taxable):

- Well Renew® Blended Chemistry (2 Batches Mixture)
- Inhibited Hydrochloric Acid
- Sodium Bicarbonate
- Misc Materials, Fittings, Hoses, and Chemicals
- Freight

Total Materials (Taxable) \$19,026.00

Estimated Local City Taxes @ 10.00% \$1,902.60

Outside Service

- Post-Rehab Video Log with DVD and report \$1,200.00

Total Estimated Labor, Service & Materials \$115,039.60

Our current scheduling window for field service is within 2 to 3 weeks. We thank you for the opportunity to provide value to your project. If you have any questions or required additional information regarding the above summary and associated costs, please do not hesitate to contact us.

Sincerely,

GENERAL PUMP COMPANY, INC.

Luis Busso

Luis Busso, P.G.
 Sr. Project Geologist

Ray Reece

Ray Reece
 General Manager

RESOLUTION NO. 8183

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City's Nitrate Treatment System Project requires additional funding through Water Enterprise Funds to rehabilitate Well No. 3; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The following adjustments are made to the City Budget:

NITRATE TREATMENT SYSTEM PROJECT

Increase in Expenditures	\$115,039.60
Account No. 070-385-0857-4600	

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 3rd day of October, 2022.

Mary Mendoza, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8183 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of October, 2022, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of October, 2022.

Julia Fritz, City Clerk

DEPARTMENT OF WATER RESOURCES

P.O. Box 942836
Sacramento, CA 94236-0001
(916) 653-5791



June 20, 2022

Matthew Frary
Principal Engineer
Los Angeles County Flood Control District
900 S. Fremont Ave
Alhambra, CA 91803

Award Notification for Phase 3 Urban and Multibenefit Drought Relief Grant Program

Dear Matthew Frary:

Congratulations! We are pleased to inform you that the following projects, filed by Los Angeles County Flood Control District, on behalf of Los Angeles Funding Area, have been awarded **\$5,000,000** by the Department of Water Resources (DWR) for the Urban and Multibenefit Drought Relief Grant Program:

- \$98,000 was awarded for Grant Administration
- \$714,000 was awarded to the Nyeland Avenue 8-inch Mainline
- \$714,000 was awarded to the Garden Acres MWC Backup Well
- \$750,000 was awarded to the Well 3 Nitrate Removal Treatment System
- \$366,000 was awarded to the Emergency and supplemental interconnection(s) to neighboring utilities and Emergency Power Supplies
- \$750,000 was awarded to the Morada Well Rehabilitation Project
- \$300,000 was awarded to the Well 4A Rehabilitation Project
- \$300,000 was awarded to the Grass Replacement and Program
- \$508,000 was awarded to the Arundo Mapping and Priority Removal
- \$500,000 was awarded to the Rural Water Supply Reliability

Costs incurred after June 10, 2022 (DWR approval date of the awards) will be eligible for grant reimbursement. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the [Agreement Template](#) for your reference.

Your timely attention is directed to the following requirements:

Within 14 calendar days of the date of this award letter:

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$5,000,000. This letter/e-mail should also confirm the proper billing address for your organization (where reimbursement checks will be sent).

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award (see attached sample). If you prefer not

to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 30 calendar days of the date of this award letter:

Authorizing Resolution – Please submit an authorizing resolution for this agreement within the next 30 days of this letter (see attached sample language). Sample language can be found on page 16 of the [Guidelines and Proposal Solicitation Package](#).

Following receipt of the award acceptance, DWR will provide you with a draft agreement and work with you to finalize and execute the agreement.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to urbandrought@water.ca.gov.

Please contact Ashley Gilreath at ashley.gilreath@water.ca.gov or (916) 902-6717 or Stephanie Miura at stephanie.miura@water.ca.gov or (916) 902-7508 for any questions regarding the required materials.

Again, congratulations to you and your Local Partner Sponsors on this well-deserved grant award. Our team appreciates your time and effort to respond to this grant solicitation process and we will be reaching out in coming months to get your feedback. We look forward to working with you to complete these drought relief projects to build water resilience in your communities.

Sincerely,

A handwritten signature in dark ink, reading "Carmel K. Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Carmel Brown, P.E.,
Manager, Financial Assistance Branch
Division of Regional Assistance

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: October 3, 2022

Subject: Consideration to Approve Amendments to Professional Services Agreements for City Engineering and Water and Wastewater Engineering Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement (PSA) (Attachment "A" – Contract No. 2043(a)) with Willdan Engineering, in an amount not to exceed \$1,000,000 annually for City Engineering Services;
- b. Approve a First Amendment to the PSA (Attachment "B" – Contract No. 2044(a)) with CWE, in an amount not to exceed \$1,000,000 annually for Water and Wastewater Engineering Services; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On October 7, 2021, a Request for Qualifications (RFQ) for City Engineering Services was published on the City's website.
2. On October 12, 2021, a Request for Qualifications (RFQ) for Water and Wastewater Engineering Services was published on the City's website.
3. On October 29, 2021, the City received a total of four proposals to provide City Engineering Services: Willdan Engineering, NV5, CSG Consultants and Transtech Engineers Inc.
4. On November 4, 2021, the City received a total of three Water and Wastewater Services proposals: CWE, MNS Engineers, Inc., and SA Associates.

Consideration to Approve Amendments to Professional Services Agreements for City Engineering and Water and Wastewater Engineering Services

Page 2 of 3

5. On November 10, 2021, staff requested additional information from all firms who submitted proposals for services requested by the City.
6. From November 17, 2021 through November 22, 2021, a four-member panel made up of City staff scored each submittal, which included additionally requested information.
7. On December 6, 2021, City Council approved Contract No. 2043 (Attachment "C") with Willdan Engineering for City Engineering Services and a Contract No. 2044 (Attachment "D") with CWE for Water and Wastewater Engineering Services.

ANALYSIS:

The Public Works Department's Administration and Engineering Division is staffed with two Civil Engineering Assistant II, one Management Analyst, and an Executive Assistant in addition to the Director of Public Works. The City Council's approval of PSAs for engineering firms who have vast knowledge and expertise in specifically identified areas has significantly benefited the Department. The ability for staff to both strategically and efficiently retain specialized services on a continuous or as-needed basis has allowed the Department the ability to pursue more projects through its Capital Improvement Program (CIP) than at any other time in the recent past.

The current annual compensation amounts for both the City Engineering and Water-Wastewater Engineering PSAs were based on providing general engineering and design services. However, the City is making significant progress on advancing many of the older capital projects to the construction stage. These are projects that were either designed by Willdan and CWE or were advanced by them through permitting after previous consultants stepped away from the projects. Due to their extensive knowledge of these capital projects, it makes sense to have them assist Public Works engineering staff by moving these projects toward completion through construction management services in the field. Essentially, the City can make great progress on completing these capital projects by expanding the manner in which Willdan and CWE can be an extension of the City's engineering staff. It would be challenging to complete these projects in a timely manner if staff did not follow this course of action, as engineering staff would be stretched too thin.

City Engineering Services- Critical Projects.

Willdan Engineering will be providing construction management services for the Pacoima Wash Bikeway project which will commence in November 2022 and continue through June 2024. In addition, Willdan will be overseeing the construction management activities for the Pedestrian Fencing Glenoaks Boulevard Bridge Project, the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvement Project, the Citywide Traffic Signal Signalization Project, and the Safe Routes to School Project. These are all critical projects that have been part of the City's Capital Improvement Program for many years.

Consideration to Approve Amendments to Professional Services Agreements for City Engineering and Water and Wastewater Engineering Services

Page 3 of 3

Water and Wastewater Engineering Services- Critical Projects.

In addition to CWE's current role as construction manager for the Regional Park Infiltration Project, CWE is also managing the construction activities related to the installation of a new nitrate removal system at the City's Lower Reservoir site. CWE will also be conducting a citywide analysis to determine potential sites for water capture projects, which includes designing the projects and providing construction management during the construction stage. Furthermore, CWE will also be developing designs related to water and sewer main replacement and drainage improvements and provide any required construction management for the projects once they enter the construction phase.

BUDGET IMPACT:

The purpose of the contract amendments is to raise the not-to-exceed amounts to accommodate the need to add construction management services when the capital projects are reaching the construction stage. Funds that have been appropriated by City Council in previous budget cycles for these specific capital projects will be used to fund these construction management services. Staff does not anticipate that any additional funds will need to be appropriated to fund these services.

CONCLUSION:

Staff recommends that the City Council approve a First Amendment for both the Engineering Services contract and the Water and Wastewater Engineering Services contract and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2043(a)
- B. Contract No. 2044(a)
- C. Contract No. 2043
- D. Contract No. 2044

2022
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Willdan Engineering
City Engineering Services

THIS 2022 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – Willdan Engineering originally executed on 6th day of December, 2021, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and WILLDAN ENGINEERING (hereinafter, "CONSULTANT"), is made and entered into this 3rd day of October, 2022 ("Effective Date"). For purpose of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated December 6, 2021, and entitled "Professional Services Agreement-Willdan Engineering", Contract No. 2043 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's Terms of Compensation.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.4 of the Master Agreement is hereby amended to mean and refer to the Annual Not-to-Exceed Sum of One Million Dollars (\$1,000,000).

SECTION 2. Notwithstanding anything in the Master Agreement or First Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the performance scheduled entitled "Scope of Work" which is referenced in Exhibit "B" of Contract No. 2043.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2043(a)

City Engineering Services

Page 2 of 2

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing in this Agreement above.

CITY OF SAN FERNANDO:

WILLDAN ENGINEERING:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____

2022
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CWE

Water and Wastewater Engineering Services

THIS 2022 FIRST AMENDMENT ("FIRST Amendment") to that certain agreement entitled "Professional Services Agreement – CWE originally executed on 6th day of December, 2021, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and CWE (hereinafter, "CONSULTANT"), is made and entered into this 3rd day of October, 2022 ("Effective Date"). For purpose of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated December 6, 2021, and entitled "Professional Services Agreement- CWE Water and Wastewater Engineering Services", Contract No. 2044 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's Terms of Compensation.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.4 of the Master Agreement is hereby amended to mean and refer to the Annual Not-to-Exceed Sum of One Million Dollars (\$1,000,000.00).

SECTION 2. Notwithstanding anything in the Master Agreement or First Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the performance scheduled entitled "Scope of Work" which is referenced in Exhibit "B" of Contract No. 2044.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2044(a)

Water and Wastewater Engineering Services

Page 2 of 2

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing in this Agreement above.

CITY SAN FERNANDO:**CWE:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



2021
PROFESSIONAL SERVICES AGREEMENT

(Engagement: City Engineering Services)
(Parties: Willdan Engineering and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Willdan Engineering, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for city engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Qualifications of CITY entitled "Request for Qualifications for City Engineering Services", (hereinafter, "CITY RFQ") and the written Statement of Qualifications of

CONSULTANT entitled "Statement of Qualifications for City Engineering Services" (hereinafter, the "CONSULTANT Statement of Qualifications") dated October 29, 2021. The CITY RFQ and the CONSULTANT Statement of Qualifications are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFQ and the CONSULTANT Statement of Qualifications. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFQ and the provisions of the document entitled CONSULTANT Statement of Qualifications, the requirements of the document entitled CITY RFQ shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT's Fee Schedule, as shown on page 40 of Exhibit B (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **One Hundred and Fifty Thousand Dollars (\$150,000)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adel Freij, Director of Engineering, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this

Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such

licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Emilio De Murga, City Engineer.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors,

subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any 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 herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any 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 herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate

required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Willdan Engineering
 13191 Crossroads Parkway North, Ste 405
 Industry, CA 91746-3443
 Attn: Adel Freij
 Phone: 562-908-6200

CITY:

City of San Fernando
 117 Macneil Street
 San Fernando, CA 91340
 Attn: Public Works Department
 Phone: (818) 898-1212

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires,

earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

- 6.21 **COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

DocuSigned by:
By: Nick Kimball
1041FC9C27C7499...
Nick Kimball, City Manager
Date: 12/08/2021 | 1:04 PM PST

APPROVED AS TO FORM:

DocuSigned by:
By: Richard Padilla
9E6768364A9F4FC...
Richard Padilla
Assistant City Attorney
Date: 12/08/2021 | 12:18 PM PST

WILLDAN ENGINEERING:

DocuSigned by:
By: Adel Freij
7804503E37AD40A...
Name: Adel M. Freij
Title: Director
Date: 12/08/2021 | 11:21 AM PST

EXHIBIT "A"
CONTRACT NO. 2043

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

City Engineering Services

RELEASE DATE: October 11, 2021

RESPONSE DUE: November 8, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando Public Works Department is requesting proposals from qualified firms to provide general city engineering services. The contract for services will have an initial term of three (3) years and allow for two one-year options to renew. As part of this service, the firm selected will need to provide an experienced civil engineer to work at City Hall two days each week. This firm should provide us with the same engineer over the term of the contract, with the exception of cases where the engineer is no longer employed by the firm. In general, the City is looking for the least amount of disruption as possible to the continuity of services during the term of the contract. The engineer will represent the City and act as its City Engineer, so this individual should have previous experience as a City Engineer or Director of Public Works at other municipalities in Southern California.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and water production/distribution system. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential

The Public Works Department provides engineering services and capital planning to ensure a high quality of public infrastructure and is responsible for rehabilitating and restoring the City's infrastructure (i.e. facilities, streets, water pipelines, sewer system), providing safe and reliable water delivery, improving the flow of traffic, maintaining parkway streets and landscape, cleaning of City streets, overseeing transportation programs, managing the City's sanitary sewer system, and coordinating refuse and recycling programs.

SCOPE OF SERVICES

City engineering services may include, but shall not be limited to, the following:

1. Review of Street improvement plans (widening and rehabilitations)
2. Environmental Study and Document Preparation
3. Land surveying and Map/Easement or Legal Description Preparation
4. Hydraulic and Hydrologic Studies
5. Engineering Project Management

EXHIBIT "A"
CONTRACT NO. 2043

6. Master Planning for Water, Sewer, and Storm Drain Systems
7. Storm Drain Improvements/Replacement
8. Construction Management
9. Community Engagement on CIP Projects

Support engineering services from the firm's main office may be required based on the City's needs, so please provide a description of engineering experience outside of those listed in this section.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Friday, October 22, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, October 28, 2021**.

C. Submission of Bid Proposals

All proposals shall be submitted via email to Matt Baumgardner, Director of Public Works at Mbaumgardner@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **City Engineering Services**" Proposals must be received no later than **Monday, November 8, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

EXHIBIT "A"
CONTRACT NO. 2043

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract (**Attachment B**) will be signed subsequent to the Director of Public Works' review and approval of the recommended firms.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCHEDULE FOR SELECTION

RFP Available:	October 5, 2021
Deadline for submittal of Questions:	October 22, 2021
Response to Questions:	October 25, 2021
Deadline for submittal of Proposal:	October 29, 2021
Interviews (if necessary)	November 2021
Execute Agreement:	December 2021

EXHIBIT "A"
CONTRACT NO. 2043

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work
2. Relevant experience within the past five years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in the field of providing engineering services for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing engineering services must be submitted.
2. Firm shall submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing engineering projects, organizational resources, and the primary businesses in which the firm is involved.
3. Firm must demonstrate an understanding of the scope of work requirements as described in this RFP.
4. Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.
5. References from previous clients, similar in size to the City of San Fernando, with direct knowledge of past performance of firm. Client references should be located within California
6. Cost proposal for services broken down per contract term including one-year options to renew contract.

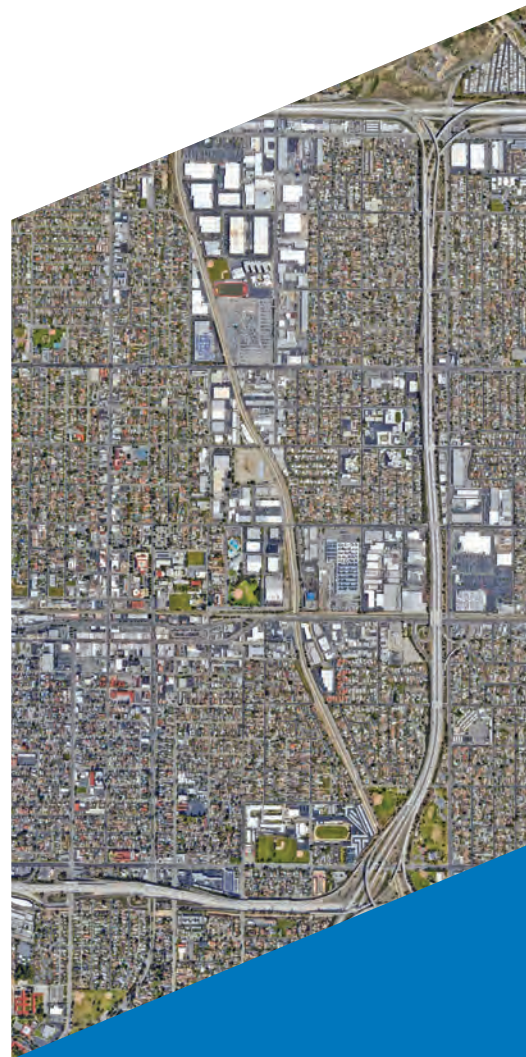
The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.

City of San Fernando

Statement of Qualifications

City Engineering Services

October 29, 2021





Cover Letter

October 29, 2021

Submitted via Email to Mbaumgardner@sfcity.org

City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Attention: Mr. Matt Baumgardner, Director of Public Works

Subject: **Statement of Qualifications for City Engineering Services**

Dear Mr. Baumgardner:

The City of San Fernando is seeking to hire a qualified consultant to provide general city engineering services. As part of these services, the consultant must provide an experienced state-licensed civil engineer to serve onsite at City Hall for two days each week. This individual will represent the City and undertake the role of City Engineer along with carrying out all responsibilities of that role. Willdan understands the scope and intent of the City's Request for Qualifications is to retain the most qualified, cost-effective consultant to perform the specified services.

As a multidisciplinary firm, Willdan offers a full complement of in-house staffing resources that enable us to provide all services requested in the City's Request for Qualifications along with a complete range of services to fulfill other City needs that may arise during the course of the city engineering services contract. Willdan has assembled a team of highly qualified and deeply experienced individuals – many of whom possess City of San Fernando expertise. These proposed team members are fully committed to the successful completion of assignments under the City's contract. Willdan's team offers:

Knowledge of City

Willdan's knowledge of the City of San Fernando and our experience serving as City Engineer and providing as-needed engineering to the City will enable us to initiate work quickly and respond appropriately to challenges that arise during the course of the contract. Mr. Emilio De Murga, PE currently serves as the City Engineer and has developed valuable relationships with City staff and a deep understanding of the City's projects and engineering needs. This personal connection removes any learning curve and allows a seamless transition to the upcoming contract period. Currently, Mr. De Murga works closely with City staff on the City's Capital Improvement Program – addressing various planning, design, and construction requests such as cost estimates, traffic-related items, project administration, inspection, and project design aspects. He assists City staff with design of in-house Capital Improvement Program projects; resolves design consultant questions; and provides information to various oversight agencies such as Caltrans, Metro, and Los Angeles County Department of Public Works for project funding and approvals. Mr. De Murga and his proposed team members are highly familiar with developing, ongoing, and completed design and construction projects and have first-hand knowledge and experience with major projects such as the East San Fernando Valley Transit Corridor Improvements and the Pacoima Wash Bike Trail Improvements that impact the San Fernando community.

57-Year Track Record

Willdan has extensive experience providing a complete range of engineering services to local agencies on an as-needed and specific-project basis. The firm's capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, landscaping, and mapping. We provide services in all phases of project development, including site analysis and conceptual development, preliminary and final design, and construction management and inspection. Our services involve environmental planning, facility financing, and state-of-the-art computer-aided design. We have direct experience with county, state, and federal processes, regulations, and requirements.

City of San Fernando

October 29, 2012

Page 2

Extensive Experienced Staffing Resources

Willdan's comprehensive engineering and planning services take projects from inception to completion. We assign appropriately trained and highly qualified individuals to each project. Our staff has extensive experience providing services for design engineering, construction management, inspection, geotechnical, surveying, special funding administration, grant writing, plan check, right-of-way engineering with legal descriptions and appraisals, assessment district engineering, transportation planning, and community development. Willdan's 1,500 employees stand ready to meet the City's needs with a quick response. Public contact positions will be filled with staff members who are bilingual in English and Spanish.

Grant Writing and Management

Willdan offers an excellent track record pursuing and securing state/federal funding for various cities and counties with nearly \$45 million in funding secured in the past five years. Our submittals have a greater than 50 percent award rate on competitive state and federal grants. In March 2021, Caltrans released their list of project grant applications selected for HSIP Cycle 10 funding. Willdan submitted 25 grant applications for our clients and successfully obtained funding for 20 of those applications – an 80-percent success rate totaling \$17,816,700.

Knowledge of Government Agencies

Willdan's knowledge of and familiarity with Caltrans, Los Angeles County Department of Public Works, Los Angeles County Community Development Commission, Department of Housing and Urban Development, and Los Angeles County Metropolitan Transportation Authority regulations and requirements are unmatched. Our team members are highly experienced in implementing regulations for National Pollutant Discharge Elimination System Permit, Americans with Disabilities Act, and Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Director of Engineering Mr. Adel Freij, PE is authorized to make representations and negotiate on behalf of the firm. He can be contacted by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 364-8486; by cell phone at (562) 760-7752; or by email at afreij@willdan.com.

We thank the City of San Fernando for the opportunity to submit our qualifications for the City Engineering Services contract. We look forward to continuing our successful partnership with City staff.

Respectfully submitted,

Willdan Engineering

Adel Freij, PE
Director of Engineering

Table of Contents

Firm Profile.....1

Organizational Structure, History, and Legal Status.....1

Corporate Officers.....1

Financial Strength.....1

Relevant Capabilities and Experience1

Added Value Advantage2

 Added Value Experience7

Relevant Local Government Agency Project Experience.....8

 City of San Fernando Experience8

 Similar On-Call Services Experience.....9

Management Philosophy15

 Technical Approach16

Financial Management and Accounting System Requirements.....17

Understanding of Scope of Work19

Project Team23

Project Team Identification23

 Project Team Organization23

 Principal Project Team24

 Key Staff – Discipline Managers.....26

 Project Team Expertise27

Resumes27

References.....38

Fee Schedule.....40



Firm Profile

Organizational Structure, History, and Legal Status

Willdan Engineering (Willdan), a California corporation founded in 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nationwide clientele through three firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – offering a portfolio of diversified strengths. Willdan infuses a corporate culture of *Customer-First* throughout our entire staffing resources and all services provided to our clients.



Corporate Officers

Willdan's corporate officers are identified below.

Willdan Engineering Corporate Officers	
Thomas D. Brisbin	Chairman of the Board
Vanessa Muñoz, PE, TE, PTOE	President/Director of Engineering
Creighton Kim Early	Chief Financial Officer/Treasurer
Kate Nguyen	Secretary
Cathaleen D. Steele	Assistant Secretary

Financial Strength



Willdan maintains a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering a continuously expanding range of services.

Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found at www.willdan.com. There are no pending conditions such as bankruptcy, pending litigation, planned office closure, impending merger, etc. that would impede Willdan's ability to complete the City's City Engineering Services contract.

Relevant Capabilities and Experience

In addition to general on-call engineering and associated services, Willdan's core competencies and experience are in direct alignment with services identified in the City of San Fernando's Request for Qualifications scope of services.

- City Engineer
 - Review of Street Improvement Plans (widening and rehabilitations)
 - Environmental Study and Document Preparation
 - Land Surveying and Map/Easement or Legal Description Preparation
 - Hydraulic and Hydrologic Studies
- Engineering Project Management
 - Master Planning for Water, Sewer, and Storm Drain Systems
 - Storm Drain Improvements/Replacement
 - Construction Management
 - Community Engagement on CIP Projects
 - Services As-Needed by City



City of San Fernando

The matrix below represents a small fraction of the local agencies Willdan serves – or has served – with services similar to the services outlined above. Willdan presents our expertise in services that may be required by the City as additional tasks or services in the Added-Value Advantage subsection of this proposal.

Agency Name		City Engineer	On-Call Engineering/Associated Services	Street Improvement Plan Review	Environmental Studies and Documentation	Land Surveying and Map/Easement or Legal Descriptions	Hydraulic and Hydrologic Studies	Engineering Project Management	Master Planning	Storm Drainage	Construction Management	Community Engagement	Services as Needed
Los Angeles County	City of Bell	■	■	■	■	■	■	■	■	■	■	■	■
	City of Cudahy	■	■	■	■	■		■	■	■		■	■
	City of El Monte		■	■	■	■	■	■	■	■	■	■	■
	City of Inglewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of La Puente	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lakewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lynwood		■	■	■	■	■	■	■	■	■	■	■
	City of Paramount	■	■	■	■	■	■	■	■	■	■	■	■
	City of Pico Rivera		■	■	■	■	■	■	■	■	■	■	■
	City of Rancho Palos Verdes		■	■	■	■	■	■		■	■	■	■
	City of Rolling Hills	■	■	■		■	■	■		■		■	■
	City of Rolling Hills Estates	■	■	■	■	■	■	■		■	■	■	■
	City of Rosemead	■	■	■	■	■	■	■	■	■	■	■	■
	City of South Gate		■	■	■	■	■	■		■	■	■	■
	City of Westlake Village	■	■	■	■	■	■	■	■	■	■	■	■
Orange County	City of Brea		■	■	■	■		■			■	■	■
	City of Los Alamitos	■	■	■	■	■	■	■	■	■	■	■	■
	City of Placentia		■	■	■	■		■			■	■	■
	City of Yorba Linda		■	■	■	■		■			■	■	■

Added Value Advantage

Willdan offers a full complement of on-call engineering and planning, energy conservation and efficiency, and financial services designed to meet our clients' community needs and compliance requirements. The services highlighted below are part of Willdan's core competencies routinely provided to our on-call clients.



City of San Fernando

Federal and State-Funded Project and Program Management

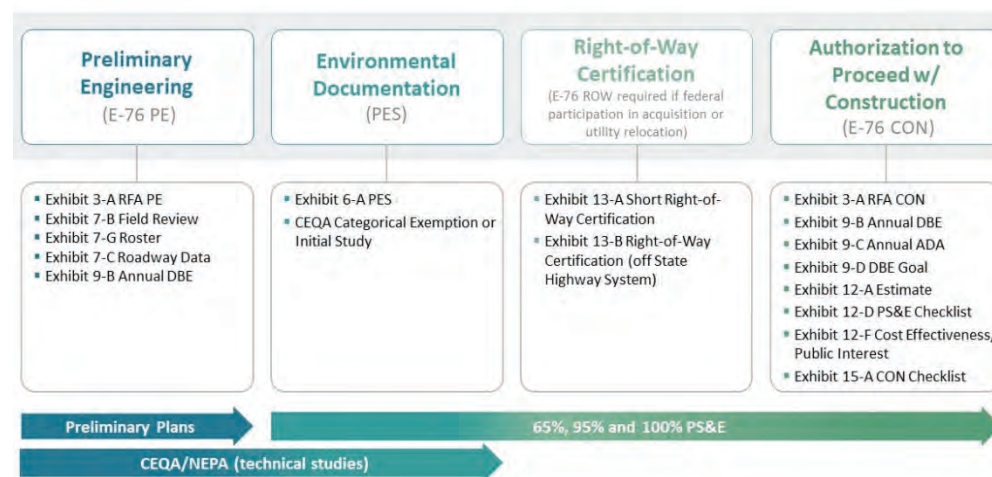


Willdan's staff serves or has served as the contract City/County Engineer for many agencies throughout California in both long-term and interim assignments. In these roles, Willdan often forgoes performing the actual design services for federal and state funded projects and instead serves as the local agency Project Manager involved with developing requests for proposals to solicit these services.

Our team is thoroughly knowledgeable and familiar with regulations pertaining to project delivery requiring expenditures of federal, state, county, and local funds, involving:

- Congestion Mitigation and Air Quality
- Arterial Highway Rehabilitation Program
- Safe, Accountable, Flexible, Efficient Transportation Equity Act
- State Gas Tax
- State Revolving Funds
- State Transportation Improvement Program
- Surface Transportation Program Local
- Highway Bridge Program
- Highway Safety Improvement Program
- Various other grant and funding sources

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. Willdan routinely utilizes Caltrans LAPM as a technical resource and has coordinated, prepared, and submitted all necessary documentation to Caltrans, FHWA, CPUC, FRFA, CTC, CCC, CDFW, RWQCB, etc. to ensure federal authorization and obligation of funds (E-76) for projects. When requested, Willdan has prepared award packages, invoices, and other required documentation. A brief illustration of our Caltrans exhibit process is provided herein.



Grant Application Writing



Willdan offers expertise in funding sources to assist clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.



City of San Fernando

Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. The applications generally require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing a detailed cost estimate for project implementation. Representative Los Angeles County agency HSIP funding awards are listed below.

City	Project	Grant	Amount
South Gate	Tweedy Boulevard Pedestrian Crossing Upgrades	ATP	\$4,620,000
Paramount	West Santa Ana Branch Bikeway Phase 2	ATP	\$3,423,000
La Puente	Safe Route to School Plans	ATP	\$200,000
Paramount	Alondra/Passage Traffic Signal Improvements	BCR	\$331,900
South Gate	California Southern Crosswalk Upgrades	BCR	\$1,761,300
El Monte	Peck Road/Santa Anita Avenue Signal Improvements	BCR	\$1,756,000
El Monte	Garvey Avenue / Durfee Avenue Signal Improvements	BCR	\$958,300
Lakewood	Del Amo, Paramount, Centralia Traffic Signal Improvements	BCR	\$2,243,900
Paramount	Rosecrans Avenue Bridge Rehabilitation	HBP	\$2,029,000
South Gate	Garfield Avenue Raised Median Improvements	HSIP	\$1,539,630
South Gate	Long Beach Boulevard Raised Median Improvements	HSIP	\$1,485,810
Inglewood	Centinela Avenue Traffic Signal and Raised Median	HSIP	\$1,377,720
La Puente	Amar Road Traffic signal Improvements	HSIP	\$1,003,100
Inglewood	La Prairie Avenue Traffic Signal	HSIP	\$875,400
La Canada Flintridge	Foothill Boulevard Signal Improvements	HSIP	\$458,700
Rolling Hills Estates	Local Roadway Safety Plan	LRSP	\$72,000
Paramount	Alondra Boulevard Improvements	MTA	\$4,600,000
Paramount	Garfield Avenue Capacity Enhancements	MTA	\$2,600,000
Rolling Hills Estates	Palos Verdes Drive North Bike Lanes	MTA	\$2,441,000
Pico Rivera	Pico Rivera Regional Bikeway Project	MTA	\$2,308,939
Inglewood	Pedestrian and Bicycle Safety	OTS	\$100,000
La Canada Flintridge	Citywide Pedestrian Countdown	Set Aside	\$250,000
Paramount	Pedestrian Crosswalk Upgrades	Set Aside	\$250,000
South Gate	Pedestrian Safety Improvements	Set Aside	\$250,000
El Monte	Garvey Avenue Uncontrolled Crosswalks Improvements	Set Aside	\$250,000
Paramount	West Santa Ana Branch Bikeway – Phase 4	Urban Greening	\$2,932,451
South Gate	Long Beach Boulevard Complete Street Greening	Urban Greening	\$1,779,200

Civil Engineering



Willdan's design personnel serve as contract county/city engineer and client program managers – often in charge of formation and implementation of client capital improvement programs. Our civil engineers offer a full complement of roadway and highway program/project management and administration and project design. Improvement services entail feasibility studies (site evaluation/grading/earthwork); project studies and reports; preliminary and final design; erosion control and site remediation; storm water management; NPDES compliance; utility conflict, ADA,



City of San Fernando

and value engineering analyses; cost estimating and scheduling; and constructability review. Project improvements encompass grading, drainage, roadway widening, pavement management/rehabilitation, water, sewer, major highway, culverts and channels, bridges, and structures.

Traffic Engineering



Willdan's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including city traffic engineering, traffic analysis, design, and management. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies.

Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying and recommending traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Our traffic design team prepares traffic engineering designs to warn, regulate, and guide traffic and develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans. They routinely lend their expertise for studies, reports, and designs for other improvements such as neighborhood traffic management/traffic calming, traffic impacts, school area and pedestrian safety, crosswalk visibility enhancements, traffic impact fees, local road safety plans and safe routes to school, signal timing, and traffic circulation for local and federally funded projects.

Survey and Right-of-Way Engineering



Willdan provides surveying, mapping, and right-of-way engineering services for major transportation improvements, street widenings, sewer and water improvements, and urban redevelopment. Willdan's survey and right-of-way engineering team members prepare and/or review easement documents, lot line adjustments, parcel and tract maps, legal descriptions, dedications, and vacations to ensure compliance with applicable regulation and code requirements.

Field services provided by Willdan and/or our subconsultants include design survey and construction staking; monument restoration; topographic, and boundary surveys, right-of-way surveys and engineering, and ensuring maps and documents are drawn to the Subdivision Map Act standards for recordation. Our surveyors and GIS specialists are experienced with preparing horizontal and vertical control networks utilizing GPS survey and conventional total station and differential level survey procedures throughout California.

Utility Coordination and Permitting



Utility coordination – a critical path activity from design through construction – involves subsurface utility engineering, conflict analysis, communication, and cooperation with utility owners regarding project requirements, and construction observation or inspection of utility relocations. Successful coordination begins with early contact between utility owners and the project team. Willdan's utility coordination staff members routinely conduct discussions with agency staff and utility owners to ensure stakeholders are aware of utility conflicts and assist with relocation.

Our utility coordinators are knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types. Our coordinators maintain close relationships with utility companies to ensure close communication and accurate data is transmitted to accurately identify existing lines. They work closely with cities throughout the Los Angeles County region to obtain public works encroachment permits for the utility companies.



City of San Fernando

Geotechnical Engineering

Willdan provides a full gamut of geotechnical services involving geotechnical engineering, earthquake engineering, engineering geology, and materials testing. Services encompass studies, third-party reviews, subsurface exploration, geologic and seismic hazard assessment and mitigation, slope erosion investigation and stabilization, soil testing, materials inspection, engineering and pavement analyses, landslide investigation and repair evaluation, construction support (soils and materials testing and inspection), and special studies.

Willdan's soils and materials testing laboratory is certified by Caltrans and participates in the AMRL and CCRL proficiency programs.

Labor Compliance

Willdan has been providing labor compliance services for over 35 years. Through this experience, our staff has developed an extremely efficient compliance management system – perfected through continual review and updates – that maximizes efficiency, minimizes cost, and provides our clients with a high level of comfort about project progress. Our labor compliance staff members have completed monitoring and enforcement assignments for public agencies throughout California. Of particular note, is our expertise and experience with local Los Angeles County cities such as Downey, El Monte, Hawaiian Gardens, Inglewood, La Puente, Lakewood, Lynwood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, South Gate, Venice Beach, and Whittier. Willdan's staff serve as the labor compliance officer for several multi-million-dollar joint-venture efforts between the City of Los Angeles and Skid Row Housing Trust to build affordable housing in Downtown Los Angeles. We understand the unique contract requirements that can apply to each project and can assist with enforcing labor compliance standards on any project type.

Landscape Architecture

Willdan's landscape architecture services entail planning, design, management, and nurturing of built and natural environments. Our landscape architects are well versed in planning, designing, and improving built and natural environments that can be enjoyed by whole communities. Our designs incorporate art, environment, engineering, architecture, and sociology for improvements such as parks/playgrounds, school/college campuses, neighbor and commercial streets, major thoroughfares and arterial roads, trails and paths, civic buildings such as museums and city halls, residences and commercial centers, and other projects that strengthen the community and the surrounding environments. Our designs incorporate art, environment, engineering, architecture, and sociology for improvements such as parks/playgrounds, school/college campuses, neighbor and commercial streets, major thoroughfares and arterial roads, trails and paths, civic buildings such as museums and city halls, residences and commercial centers, and other projects that strengthen the community and the surrounding environments.

Our landscape architectural team members offer extensive knowledge in landscape architecture design principles, natural systems, plant materials, construction techniques and materials, graphic arts, computer applications, and ecology. They collaborate with urban planners, civil engineers, architects, construction managers, geoscientists, environmental scientists, hydrologists, surveyors, and others to mitigate aesthetic, physical, legal, ethical, functional, and ecological challenges and ensure compliance with a focus on site analysis, user needs, programming, site design, landscape preservation, land management/reclamation, conservation, and arboriculture.

Assessment District Engineering

Willdan's assessment district engineering and administration team members are seasoned and experienced financial professionals and economists. Their experience and expertise are dedicated to maximizing revenue and helping build a sustainable financial future for our public agency and utility clients. We are comprehensive in our approach and clear and concise in our recommendations and presentations. Our public finance project managers understand each agency is unique and strive to make recommendations within the context of each client's local



City of San Fernando

issues—political, financial, and economic. Our team members continuously educate themselves on the latest legal and economic factors affecting client financial futures by making presentations, teaching courses, and actively participating in a broad range of industry associations.

Our staff is highly capable of assisting with formation of special financing districts such as community facilities districts, assessment and/or maintenance districts, and property/business improvement districts).

SWPPP/WQMP Compliance

Willdan's stormwater specialists include Qualified SWPPP Practitioners and Developers. These certified and highly-trained staff members team with our engineering design and construction management staff to develop effective SWPPPs conforming to the state's construction general permit and appropriate municipal stormwater permits. Willdan's construction observers are trained to review the submitted plan and assist with submittal of NOI applications to the state. Our team is highly skilled at verifying best management practices and monitoring establishment, maintenance, and modification of SWPPP measures. They work closely with contractors to ensure each SWPPP specific specifications are understood and implemented. Willdan works extensively with regulatory staff and utilizes resources and guidelines by the California Stormwater Quality Association to maintain a comprehensive understanding of permit requirements.

Added Value Experience

Willdan's added-value services are provided to clients on a daily basis through over 200 active on-call/as-needed engineering contracts. A representative sampling of Willdan's added-value experience for our Los Angeles County clients is provided in the matrix below.

Agency Name		Extension of Staff	Grant Application/ Fund Administration	State/Federal Project Management	Civil Engineering	Traffic Engineering	Survey and Mapping	Utilities Engineering	Materials Testing	Labor Compliance	Landscape Architecture	Assessment District Engineering	SWPPP/WQMP
Los Angeles County	City of Bell	■	■	■	■	■		■	■	■	■	■	■
	City of Cudahy	■			■	■	■	■	■	■	■		
	City of El Monte	■	■	■	■	■	■	■	■	■	■		■
	City of Inglewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of La Puente	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lakewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lynwood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Paramount	■	■	■	■	■	■	■	■	■	■	■	■
	City of Pico Rivera		■	■	■	■	■	■	■	■	■	■	■
	City of Rancho Palos Verdes	■	■	■	■	■	■	■	■	■	■		■
	City of Rolling Hills	■			■	■	■	■	■	■	■		■
	City of Rolling Hills Estates	■	■	■	■	■	■	■	■	■	■		■
	City of Rosemead	■	■	■	■	■	■	■	■	■	■	■	■
	City of South Gate	■	■	■	■	■	■	■	■	■	■		■
	City of Westlake Village	■	■	■	■	■	■	■	■	■	■	■	■



City of San Fernando

Relevant Local Government Agency Project Experience

City of San Fernando Experience

Willdan has been providing as-needed services for the City of San Fernando since 1999. Services encompass assignments and projects involving civil, geotechnical, drainage, and traffic engineering; survey and mapping; grant funding administration; municipal finances; construction management and inspection; and other relevant services for capital improvement projects such as Glenoaks Boulevard Signal Timing Coordination, Pedestrian Head Replacement HSIP Improvements, Fourth Street Parking Lot Improvements, Workman Road and Phillippi Street Flooding Improvements, and Glenoaks Boulevard Resurfacing Improvements. A more comprehensive project history is provided below. In addition to the technical services provided, Willdan's staff attend meetings, coordinate with City staff, consultants, and contractors, and assist the City as needed to implement the City's improvements.



Services Provided

- | | | | |
|--------------------------|-------------------------------|--|-----------------------------------|
| ▪ City Engineer | ▪ Drainage and Flood Control | ▪ Survey/Right-of-Way Engineering | ▪ Labor Compliance |
| ▪ Civil Engineering | ▪ NPDES Compliance | ▪ Geotechnical Engineering/Materials Testing | ▪ Assessment District Engineering |
| ▪ Traffic Engineering | ▪ Project Management | ▪ Construction Engineering/Management | ▪ User Fee Reviews |
| ▪ Plan Review | ▪ Environmental Documentation | | ▪ Construction Inspection |
| ▪ Grant Application | | | ▪ Miscellaneous Tasks |
| ▪ Funding Administration | | | |



City of San Fernando Contract Highlights

- ★ Provide insight and guidance on light rail project development
- ★ Safe Route to School Cycles 1 and 2 and Glenoaks Boulevard Resurfacing Improvements community outreach – personally performing door-to-door outreach for businesses and residents
- ★ Project and construction management as needed for CIP projects



City of San Fernando Project History

- | | |
|---|--|
| ↳ Glenoaks Boulevard Signal Timing Coordination | ↳ Citywide Connector Pipe Screen Installation |
| ↳ Well No. 7a Compliance Reporting and Training | ↳ Upper Los Angeles River Enhanced Watershed Management NPDES Compliance |
| ↳ On-Call Water Quality Services | ↳ Street Resurfacing Program Design Services |
| ↳ On-Call Geotechnical Services | ↳ On-Call Planning Services |
| ↳ On-Call NPDES Services | ↳ Fourth Street Parking Lot Improvements |
| ↳ On-Call Engineering Services | ↳ Workman Road and Phillippi Street Flooding Improvements |
| ↳ HSIP Cycle 8 Traffic Signal Improvement Project No. H8 07 046 | ↳ Upper Los Angeles River Enhancement Watershed |
| ↳ Enhanced Watershed Management Plan FY2018/2019 | ↳ On-Call Traffic Engineering Services |
| ↳ Glenoaks Boulevard Resurfacing Improvements | ↳ Planning Services |
| ↳ On-Call Federal and State Funding Administration | ↳ Fourth Street Parking Lot |
| ↳ Safe Route to School Cycle 7 Inspection | ↳ Park Avenue Utility Trench |
| ↳ Pedestrian Head Replacement HSIP Improvements | ↳ Traffic Safety Study |
| | ↳ On-Call Landscape Lighting District |
| | ↳ Development Impact Fee |
| | ↳ Cost Allocation Plan and User Fee Study |
| | ↳ Tesla Parking Lot Improvements |



City of San Fernando

- | | |
|---|--|
| ✚ Workman Street Storm Drain Improvements | ✚ Truman Street and San Fernando Mission Boulevard Traffic Signal Improvements |
| ✚ Pacoima Wash Bikeway | ✚ East San Fernando Valley Transit Corridor |
| ✚ Brand Boulevard Middle School LAUSD Striping Improvements | ✚ San Fernando Mall Decorative Lights |
| ✚ Park Infiltration Improvements | ✚ Downtown Restaurant Sidewalk Dining |
| ✚ Citywide Speed Zone Study | ✚ City Parking Lot No. 5 Modifications |
| ✚ Pacoima Wash Bikeway | ✚ Workman Street Storm Drain Improvements |
| ✚ Future Foothill Boulevard Reservoir Site Improvements | ✚ Dronefield Reservoir Driveway Improvements |
| | ✚ Glenoaks Bridge over Pacoima Railing Installation |
| | ✚ Upper Reservoir Replacement |

Similar On-Call Services Experience

On-call engineering services are the center of Willdan's foundation – being the core of Willdan's founding in 1964. We have strengthened our services by incorporating former public agency staff who understand the importance and purpose of on-call contracts and are very familiar with the processes and procedures for such services. Within the past seven years, Willdan has completed task orders for over 200 on-call contracts. This relevant experience of our dedicated and available key personnel includes both federal and non-federal projects – making Willdan highly suited to provide the City with the requested services. Representative contracts are provided below.

General Engineering Services**Client Name**

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Service Dates

1978 to Present

**Services Provided**

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Development Review | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |

**City of Paramount Contract Highlights**

- ★ West Santa Ana Branch Bike and Pedestrian Trail Phase 2 – secured funding and provided project management and fund administration for a \$3.5 million ATP grant for the improvements
- ★ Garfield Avenue Widening – secured \$2.6 million from Interstate 710 Early Action Program to widen the main arterial and add a third lane in each direction and provided design for the improvements
- ★ Salud Fitness Park - design and construction management/inspection for the \$5 million improvements
- ★ West Santa Ana Branch Bike and Pedestrian Trail Phase 4 – secured and administered \$3.0 million in Urban Greening funding for the design and construction of the improvements



City of San Fernando



City of Paramount Representative Project History

SSMP Update	Pavement Management System FY 2019/20
West Santa Ana Bicycle and Pedestrian Trail – Phase IV	CalRecycle RAC Grant Application and Management
Garfield Avenue at 70th Street Traffic Signal Installation	Active Transportation Program Cycle 4 Grant Application
Alondra Boulevard at Passage Way Traffic Signal Installation	Annual Sidewalk Improvements FY 2017
Neighborhood Street Resurfacing – 2021	Pavement Management System Update
Arterial Street Resurfacing – 2020	Garfield Avenue Improvements
	Century Boulevard Medians

Contract City Engineer and Traffic Engineer Services

Client Name

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Service Dates

1999 to Present



Services Provided

- City Engineer
- Traffic Engineer
- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Project Management
- Environmental Documentation
- Survey/Right-of-Way Engineering
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- Development Review
- ADA Compliance
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Storm Water Quality/Master Plan
- Labor Compliance
- Miscellaneous Tasks



City of Los Alamitos Contract Highlights

- ★ Cerritos Avenue Street Improvements - design and construction management/inspection for \$800,000 widening, rehabilitation, and ADA compliant improvements
- ★ Los Alamitos Boulevard Median Improvement - design and construction management/inspection for the \$5 million project
- ★ Neighborhood ADA Access Ramp and Old Town Street Improvements - design and construction management/inspection for the \$600,000 ramp and street improvements



City of Los Alamitos Representative Project History

Citywide Alley Reconstruction	Cottonwood Park and Greenbrook Neighborhood and Community Center
Citywide Commercial Street Improvement	Pavement Management Plan FY 2019 and 2021
Old Dutch Haven Street Rehabilitation	17-Location Engineering and Traffic Survey
Catalina Truck Crossing	Howard Street CDBG Improvements
Fenley Pump Station remodel	Housing Element Update
Los Alamitos Boulevard Median Improvements	Code Enforce and Building and Safety Services
Citywide ADA Ramp and Sidewalk Upgrades	On-Call Plan Review
Temporary Planning Assistance	



City of San Fernando

As-Needed Engineering Services

Client Name

City of Inglewood
One West Manchester Boulevard
Inglewood, CA 90301

Service Dates

2003 to Present



Services Provided

- | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|
| ▪ Traffic Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Civil Engineering | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Traffic Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Landscape Architecture | ▪ Development Review | ▪ Materials Testing |
| ▪ Storm Drain Engineering | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Sanitary Sewer Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Event Based Planning Operations | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |



City of Inglewood Contract Highlights

- ★ Secured over \$5.5 million in HSIP, OTS, and MTA Call for Projects funding
- ★ Completed both design and construction management of Inglewood Transit Center in 14 months – performing design, construction management, utility relocation, geotechnical engineering, hydrology study, storm water mitigation, parking lot and pedestrian lighting, landscaping, on-site pedestrian amenities, and security systems for 4-acre site
- ★ Secured \$2.9 million of federal funding through Cycles 8 and 9 of the Highway Safety Improvement Program for needed safety improvements and provided grant administration and design services for project such as:
 - Centinela Median, ADA, and Traffic Signal Improvements – HSIPL-5164(033)
 - La Brea/Prairie Traffic Signal Improvements – HSIPL-5164(031) and (032)
 - Citywide Pedestrian Countdown Replacement – HSIPL-5164 (030)
 - La Brea Avenue/Hardy Street Traffic Signal Grant Application – HSIP Cycle 10
- ★ SoFi Stadium – developed the Transportation Management and Operations Plan (TMOP) with flexibility to be adjusted for future conditions as each stakeholder facility completes construction with Phase I including coordination of multiple stakeholder meetings; preliminary schedule and TMOP framework. Phase II involving developing the comprehensive TMOP and Phase III implementation of the Citywide permit parking program, pre- and post-event signal coordination timing; pre-event and post event traffic control plan for three type of event thresholds, shuttle service programs, and event day parking rates.



City of Inglewood Representative Project History

- | | |
|---|---|
| ↳ Citywide Transparency Intersection Graphics | ↳ Florence Avenue Corridor Improvements |
| ↳ Citywide Streets and Alleys Pavement Rehabilitation | ↳ On-Call CDBG Pavement Engineering |
| ↳ Local Roadway Safety Plan | ↳ State Route 9 ADA Improvements |
| ↳ City Hall Cooling Tower | ↳ Police Station Locker Room Renovation |
| ↳ Van Ness Improvements | ↳ Imperial Highway Pavement and Traffic Signal Improvements – Prairie Avenue to Van Ness Avenue |
| ↳ Citywide LACMTA Bus Stop Inventory | ↳ La Brea Avenue/Hardy Street Traffic Signal Modification |
| ↳ Traffic Signal and Intelligent Transportation Systems Standard Specifications | |



City of San Fernando

- | | |
|--|--|
| Centinela Avenue HSIP Street Improvement and Traffic Signal Modification | Prairie Avenue Resurfacing – Imperial to Manchester Boulevard |
| Citywide Engineering & Traffic Survey – 76-Segment Recertification | Los Angeles World Airport ITS Improvements Traffic Signal Communication Plan |
| Centinela Avenue Street Improvements – La Cienega Boulevard to Florence Avenue | Vincent Park Turf Installation |
| La Brea Avenue Realignment and Reconfiguration Phase III HPLUL 5164(024) | Pavement Management Program Upgrade |
| La Cienega Boulevard Improvements | La Tijera Elementary School Safe Route to School Cycle 9 Infrastructure Improvements |
| Inglewood Boulevard Pavement Rehabilitation | La Brea Avenue/Prairie Avenue HSIP Cycle 8 Traffic Signal Modification |
| Imperial Highway Traffic Improvement Plan – Prairie Avenue to Van Ness Avenue | As-Needed Building Safety Inspection |
| ITS Gap Improvements | Proposition 218 Review |
| Pedestrian Crossing Improvements – HSIP Cycle 9 | Annual Streets and Alleys Rehabilitation FY 2014/15 |
| Service Center Yard Roofing/Waterproofing | Development Impact Fee Update |
| Public Parking Lots Signing and Striping Improvements | Century Boulevard Water Main Replacement |
| | City Hall 450-Ton Chiller Adjustable Frequency Drive |

As-Needed Engineering Services

Client Name

City of Bell
6330 Pine Avenue
Bell, California 90201

Service Dates

2014 to Present



Services Provided

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> ▪ City Engineer ▪ Traffic Engineer ▪ Civil Engineering ▪ Traffic Engineering ▪ Landscape Architecture ▪ Storm Drain Engineering ▪ Sanitary Sewer Engineering ▪ Funding Administration ▪ Grant Writing | <ul style="list-style-type: none"> ▪ Project Management ▪ Environmental Documentation ▪ Survey/Right-of-Way Engineering ▪ Development Review ▪ Regulatory Permit ▪ Public Outreach ▪ Construction Engineering ▪ Construction Management ▪ Construction Inspection | <ul style="list-style-type: none"> ▪ ADA Compliance ▪ Geotechnical Engineering ▪ Materials Testing ▪ GIS Mapping and Database ▪ Potable Water Distribution ▪ Storm Water Quality/Master Plan ▪ Labor Compliance ▪ Event Based Planning Operations ▪ Miscellaneous Tasks |
|---|--|--|



City of Bell Contract Highlights

- ★ Citywide Traffic Signal Inventory Assessment for 31 Signalized Intersections – as part of the assessment development phased programming for upgrades, compiled necessary data and prepared two competitive HSIP Cycle 9 applications for \$2.4 million in traffic signal improvements
- ★ Bus Route Study – analyzed the expansion of existing service route vs. development of new route to provide service to Slawson Occupational Center and performed public outreach
- ★ Prichard Fields Park – design/build project to develop a 1.6-acre vacant lot with park improvements funded through a \$4,499,000 Prop 68 grant award as a result of an application Willdan prepared and submitted to Natural Resources Agency Department of Parks and Recreation's competitive grant program



City of San Fernando



City of Bell Representative Project History

- | | |
|---|--|
| ↳ SB1 Street Improvements FY20/21 | ↳ Citywide Sidewalk Repairs |
| ↳ LED Street Name Sign Replacements | ↳ 2020/2021 Water Quality Services |
| ↳ Gage Avenue Bus Shelters | ↳ SB1 Pavement Rehabilitation Improvement FY 2019/20 |
| ↳ SSMP Update | ↳ Clarkson Avenue Improvements |
| ↳ Beck Avenue and Orchard Avenue Sewer Improvements | ↳ Urban Flood Protection Grant Applications |
| ↳ HSIP Cycle 10 Grant Applications | ↳ Transit Route Study |

City Engineering Services

Client Name

City of La Puente
15900 East Main Street
La Puente, CA 91744

Service Dates

1996 to Present



Services Provided

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Development Review | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |



City of La Puente Contract Highlights

- ★ Grant funding applications for Active Transportation Program, Safe Routes to School, HSIP, and other funding sources totaling approximately \$2.4 million over the past five years
- ★ Valley Boulevard Retaining Wall Phases I, II, and III – design and construction management/inspection for a \$3.0 million retaining wall spanning 3,000 feet long and over 14 feet high
- ★ Amar Road Traffic Signal HSIP Cycle 6 Modifications – secured grant and provided design, construction management, and funding administration for the \$1.0 million HSIP-funded program involving nine traffic signal modifications along the arterial roadway



City of La Puente Representative Project History

- | | |
|--|--|
| ↳ Street Improvements on Various Streets FY 2020-21 | ↳ Valley Boulevard Sanitary Sewer Improvement and Pavement Resurfacing |
| ↳ Slurry Seal Program on Various Streets FY 2020-21 | ↳ La Puente Park Sewer and Park Improvements |
| ↳ Annual Ms4 Report FY12018/19 | ↳ MS4 NPDES Permit for Fiscal Year 2017/18 |
| ↳ Local Road Safety Plan | ↳ HSIP Cycle 8 Improvements |
| ↳ Amar Road and Willow Avenue Traffic Signal Safety Improvements | ↳ Active Transportation Program Cycle 4 Grant Application |
| ↳ Ian C. Calderon Skatepark and Basketball Court Improvements | ↳ Public Works Yard Access Road |
| | ↳ SSMP Update |



City of San Fernando

General Engineering Services

Client Name

City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Service Dates

1998 to Present



Services Provided

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Development Review | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |



City of Rolling Hills Estates Contract Highlights

- ★ Palos Verdes Drive North Bike Lane – secured \$2.9 million in federal funding for design, environmental clearance, and construction management; secured matching funds through SR2S; and provided design, grant administration, and construction management for the APWA award-winning improvements
- ★ Annual Resurfacing Programs – secured \$250,000 in CalRecycle Grant funding for overlay improvements and subsequent-years funding allowed per grant guidelines.
- ★ Cal Water Construction Traffic Control Plans – prepared plans and coordinated with City to ensure daily commutes for City residents and commuters using the City as a gateway access to other jurisdictions were minimally impacted due to multiple required closures – thereby avoiding miles-long detours



City of Rolling Hills Estates Representative Project History

- | | |
|--|--|
| ↳ John Taber Trail Improvements | ↳ 2019 Street Resurfacing Improvements |
| ↳ Dapplegray Lane Widening Improvements | ↳ Pocket Park Improvements |
| ↳ 2020 Pavement Management System Update | ↳ 2018 Annual Resurfacing |
| ↳ 2020 Resurfacing Improvements | ↳ Storm Drain Rehabilitation |
| ↳ Rolling Hills Road Bike Lane Concept | ↳ CalRecycle RAC Grant Administration 2015 |
| ↳ John & Lynn Taber Grove Park – Phase 1 | ↳ Peter Weber Equestrian Center Labor Compliance |

General Engineering Services

Client Name

City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714

Service Dates

2000 to Present



City of San Fernando

Services Provided

- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Environmental Documentation
- Project Management
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- ADA Compliance
- Assessment District Engineering
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- Labor Compliance
- Miscellaneous Tasks



City of Lakewood Contract Highlights

- ★ Lakewood Boulevard Regional Corridor Capacity Enhancement – provided design, CEQA environmental documentation, grant funding for the complete-/green-street enhancement; secured \$3.0 million through Measure M for design; and submitted application for a \$25.0 million RAISE grant for construction funding
- ★ Bolivar Park Stormwater and Runoff Capture – performed construction management for the \$11.0 million stormwater diversion and treatment facilities to reclaim water for irrigation – the first project of its kind in Southern California
- ★ Lakewood Boulevard/Del Amo Boulevard Intersection Improvements – secured funding and provided design, construction management, and funding administration for the \$4.5 million dual left-turn lane improvements



City of Lakewood Representative Project History

- | | |
|---|--|
| ↗ RAISE Grant Application | ↗ Street Resurfacing FY 2020/21 |
| ↗ Lakewood Boulevard and Hardwick Street Intersection Traffic Signal Modification | ↗ Three-Neighborhood Parking Intrusion Study |
| ↗ Local Roadway Safety Plan | ↗ Golden State Water Acquisition Feasibility Study |
| ↗ Del Amo Boulevard and Lakewood Boulevard Intersection Improvements | ↗ Mayfair Park Stormwater and Runoff Capture |
| ↗ Lakewood Boulevard Regional Corridor Capacity Enhancement | ↗ Lakewood Boulevard Improvements CEQA Documentation |
| ↗ HSIP Cycle 10 Grant Application | |

Management Philosophy

Willdan understands the most successful program management approach is one that delivers the best value, a superior staff, and exceptional service to the City of San Fernando. Our corporate culture of *Customer-First* is the foundation of our program management approach. Willdan instills the operational philosophy of always serving the best interest of our clients across our company, offices, programs, and people from the president to technical staff to administrative support staff. This philosophy is the driving force behind the success of our past and current on-call contracts.

Our history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and deliver an end product our clients envision and embrace. We begin our approach by adhering to these basic principles:

Successful Management of
City Task Orders

- Willdan's management approach has been proven on past City of San Fernando task order assignments to be effective in delivering services on time, within budget, and to the City's satisfaction.



City of San Fernando

- Approach each project with a spirit of resourcefulness and excellence
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standards

From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their jurisdictions.

Unique to Willdan is our understanding of public agency needs and issues. Willdan's professionals often serve to extend our clients' staff in the capacity of public works officials such as city engineer, city surveyor, and city public works director; city public works officials such as city engineer, city traffic engineer, city planning director, and city building officials; and other city positions. Many staff members provide the added value of having served in public agency management positions prior to joining Willdan.

Willdan's *Customer-First* corporate culture is at the forefront of all our staff's day-to-day work environment. Our clients' best interests are at the heart of our services.

Technical Approach

As City Engineer, Mr. Emilio De Murga, PE will serve as the single point of contact to City staff. Upon receipt of a project assignment, Mr. De Murga will analyze the project and discuss his findings with Mr. Christopher Kelley, PE, QSD/P in his role as Project Manager. Together, they will select a Discipline Manager with the appropriate qualifications and experience to ensure tasks are completed in accordance with the City's goals and visions. Together, they will select qualified team members to provide technical support for the project.

Mr. De Murga will convey all important matters to the assigned Discipline Manager and the selected project team as appropriate. The Discipline Manager will, then, take full responsibility for understanding the project requirements, detailing the project scope requirements, and estimating the fee to complete the project effectively and efficiently. The assigned Discipline Manager will maintain the team members assigned to the project from beginning to end. This means the same individuals responsible for design elements are the same individuals reviewing shop drawings, preparing as-built plans, or responding to questions during the bidding or construction process. This management approach has been proven on past projects to be effective in delivering projects on time, within budget and to the client's satisfaction. The six key components of this approach are:

Our Clients Are Our Priority






- Thorough review of project scope to avoid cost overruns
- Quick response to concerns or questions
- Staff trained to look ahead for potential project issues
- Regular financial progress reports provided to City staff
- Detailed, project-specific quality assurance procedures maintain quality, provide proper quality control, and mitigate our clients' potential liability
- Our clients' project needs are the main focus of all services provided

Elements of Approach

- Fully understand project scope and City objectives
- Review each project in detail
- Agree on course of action
- Assess and approve



City of San Fernando

	Project Reporting and Meeting <p>Mr. De Murga will develop regular progress reports to be delivered electronically to key City of San Fernando staff using a standard memorandum format developed by our team and as approved by the City. Regular progress meetings will be conducted by Mr. De Murga to acquire information, keep staff informed of key design decisions, and obtain staff concurrence on project issues.</p>
	Staffing and Resource Management Plan <p>Willdan is completely committed to providing the staffing and resources required to complete projects under this contract on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each individual project and then aggregated by the technical director to produce division/office-wide labor needs and identify shortages or surpluses.</p> <p>Mr. Kelley will work with Mr. De Murga to select appropriate qualified Discipline Managers, address and resolve client project concerns, ensure our quality assurance plan is carried out, and achieve the City's project stated goals. Labor planning will be conducted on an individualized basis. Assigned Discipline Managers will calculate the required hours to complete each task. This data will be input into our project staffing needs plan on a weekly basis.</p> <p>For activities that do not require a specific person (i.e., draftsman, technical aide, word processing, etc.), this estimate will be done on a position basis. Project staffing assignments will match the experience of personnel with the degree of project complexity. Because resources are often shared for any given project, our project managers are very involved in our staff workload projections.</p>
	Project Initiation <p>Our project approach includes our dedication to meet early with City of San Fernando staff to finalize the scope, schedule, and process, as discussed above. The assigned Discipline Manager – together with Mr. De Murga – will hold a kick-off meeting with key City staff outlining the project schedule, specific needs, and project information as appropriate. The Discipline Manager will prepare the meeting agenda and notes and provide them to City staff in a timely manner. Once approved by the City, Willdan will await a notice to proceed from the City of San Fernando. Once received the project officially begins.</p>
	Project Objectives <p>The objectives of any project are essentially the objectives of the City of San Fernando. Prior to initiating Willdan's efforts, a thorough understanding of City concerns and objectives is essential to ensure project success. Willdan will work closely with City staff and other involved agencies to identify specific goals, objectives, and challenges. The initial project scope and needs assessment are vital since the City of San Fernando and other involved agencies' goals could impact the schedule and overall cost.</p>
	Project Scoping <p>Once the Discipline Manager has identified the City of San Fernando's goals for a project, the Discipline Manager will work with Mr. De Murga to develop a comprehensive scope that clearly identifies the various tasks and associated deliverables – a critical component to ensure an effective and attainable project schedule.</p>
	Scheduling <p>Scheduling is a key component in any design process or project assignment. It enables the team to effectively deliver an on-time, within-budget project. It provides City staff and other reviewing agencies with the information they need to mobilize resources for timely reviews of project deliverables. After task requirements are identified, the Discipline Manager will work closely with Mr. De Murga to determine staff availability. Tasks will, then, be allocated to project team members, depending upon the workload and skill sets relative to the scope.</p>

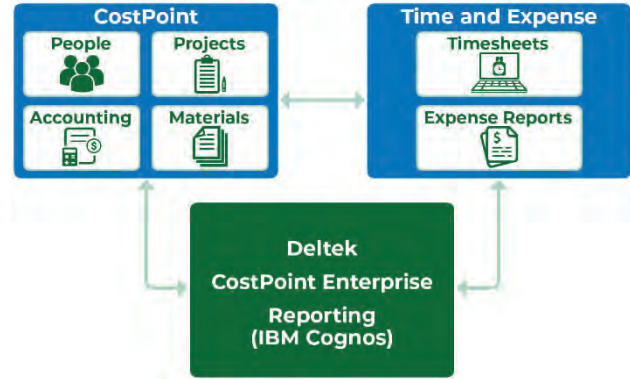
Financial Management and Accounting System Requirements

Willdan uses Deltek CostPoint accounting software – a Caltrans- and federally-compliant software tracking system for time and financial reporting providing enhanced compliance features to help municipal agencies track project services and costs. The key benefit of the Deltek system is the advantage that Costpoint offers government contractors with unparalleled project management, accounting, labor, reporting and compliance features. It was built specifically for – and has been adopted by thousands of – government contractors and earned the trust of federal agencies and their auditors. It helps ensure Willdan has total Defense Contract Audit Agency compliance and keeps us in sync with DFARS and SOX compliance.



City of San Fernando

Willdan's financial accounting system is maintained on the accrual basis of accounting. We maintain an integrated job order cost accounting system for recording and accumulating costs incurred under our contracts, wherein on-call contract task orders and subcontractors are assigned individual project sub-codes. Willdan has successfully passed pre-audit and post-audit approvals for projects subject to Caltrans conditions and processes. Willdan's accounting system is capable of segregating direct costs from indirect costs. Indirect costs methodology and allowable costs are consistent with all federal accounting requirements.



Willdan maintains a current Caltrans approved indirect cost rate for federal-aid projects that is fully compliant with 48 CFR Part 16.301-3 Limitations, 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 48 CFR Part 31 Contract Cost Principles and Procedures.

Willdan will meet all City requirements for billing. During the contract start-up period, our proposed Principal-in-Charge Mr. Adel Freij, PE will meet with City staff and review the submittal requirements and format to ensure any updated City requirements will be incorporated into the billing format and provide consistent monthly reporting of project costs. Willdan will then create invoices and review them with City staff for the first several months to ensure error-free smooth processing. All systems will be tested to ensure the City of San Fernando has all necessary data in a format required for each task order.



Understanding of Scope of Work

The City of San Fernando is seeking to hire a qualified consultant to provide general city engineering services. As part of these services, the consultant must provide an experienced state-licensed civil engineer to serve onsite at City Hall for two days each week. This individual will represent the City and undertake the role of City Engineer along with carrying out all responsibilities of that role. Willdan understands the scope and the intent of the City's Request for Qualifications is to retain the most qualified, cost-effective consultant to perform the specified services. Willdan will provide the requested services below.

Review of Street Improvement Plans (widening and rehabilitations)

Our approach and work scope for review of street and transportation improvements varies with the type of project assigned. Our experiences involve a full range of project size – from local street rehabilitation to multi-million-dollar highway, transit corridor, and rail station projects. Willdan has provided engineering design, review, and construction management for hundreds of roadway improvement, rehabilitation, and resurfacing projects. Our experience with asphalt-rubber hot-mix is unsurpassed – dating back to the first Southern California asphalt rubber project bid in 1989.

Street improvement plans will be checked under the direct supervision of a registered civil engineer. Improvement plan reviews will include, but not necessarily be limited to, street and drainage plans, sewer and water plans, hydrology and hydraulic studies, preliminary drainage studies, FEMA requirements and design connections to existing systems, landscape and irrigation plans, bridge and structure plans, traffic signal plan, signing and striping plans, and park improvement plans. Specifically, the following tasks can be performed with the City's direction:

- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, sidewalks, street lights, drive approaches, storm drain and flood control systems, underground wet utilities, traffic signals, and signing and striping as directed by City.
- Check street improvement plans for compliance with City and County standards and design guidelines and check grading, street, and storm drain plans for conformance.
- Check street improvement plans for compliance with City conditions of approval and the approved tentative map, as directed by City.
- Check street improvement plans against easement documents, record maps, and right-of-way documents and determine need for permanent easements, additional right-of-way, or temporary easements, as directed by City staff.
- Check various plan sets to ensure there are no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements and check for Underground Service Alert notes on plans.
- Check plans for compliance with general design criteria established by City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.
- Check to ensure plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review proposed street improvement plans for conformance with City's approved specific plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.



City of San Fernando

- Check stationing and alignments of the street improvements for agreement with the record map and record data.
- Check horizontal and vertical sight distance based upon appropriate design speed.
- Review pavement design for consistency with the recommendations of the soils engineer.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review plans for any special conditions such as street closures, protection of existing utilities, etc. that could be anticipated during construction.

Environmental Study and Document Preparation

Willdan frequently assists cities in the environmental review process, either in preparing and processing environmental documents, such as negative declarations and environmental impact reports, or in reviewing documents on behalf of the lead or responsible agencies. These services can include preparation and review of:

- Environmental impact reports
- Initial studies and negative declarations
- Environmental assessments
- Independent EIR review
- CEQA/NEPA compliance assistance

Land Surveying and Map/Easement or Legal Description Preparation

Willdan's surveyors will perform comprehensive reviews for parcel maps, tract maps, lot line adjustments, and mergers. In this capacity, we will review tentative tract or parcel maps, title reports, compliance with preliminary site plans and development conditions of approval, easements, and boundary determination. All reviews are completed using the State Subdivision Map Act and City-adopted policies and procedures. Willdan's survey and mapping personnel provide additional services such as preparing easements documents, legal descriptions, annexation documents, dedications, and vacations and performing right-of-way engineering. Our team can provide design surveys and construction staking, monument restoration, and boundary surveying.

Hydraulic and Hydrologic Studies

Willdan offers quality engineering solutions in drainage and flood control as primary elements in our municipal and public works experience. Our staff of skilled specialists utilizes an extensive library of computer applications for review, design, analysis, and modeling of drainage and flood control systems. We review drainage reports per the guidelines found in the Los Angeles County Hydrology Manual. Willdan resources include QSD/P-certified staff with expertise in checking and developing SWPPPs for large to minimum qualifying projects. Willdan reviews erosion and sediment control plans in accordance with City and State Regional Water Quality Control Board requirements. We have been providing project design of low-impact development (LID) practices such as green streets, infiltration basins, rain gardens, and bioretention/biofiltration facilities for compliance with the Los Angeles County LID Manual as well as other applicable regulatory agencies. Willdan has assisted cities with their development of LID ordinances and green street policies utilizing Regional Water Quality Control Board Order R4-2012-0175. We understand the complex relationship between site drainage flood control requirements and the overlap with required BMPs. The design and analysis for incorporating both a complete site drainage design for high-frequency storms while accounting for all requirements of an MS4 permit relating to low-impact development BMPs requires a dual approach.



City of San Fernando

Engineering Project Management

Our proposed City Engineer Mr. Emilio De Murga will manage City assignments on site at City Hall. Willdan's vast array of engineers and planners will assist Mr. De Murga as required. Mr. Kelley will assist Mr. De Murga and City staff as needed by ensuring appropriately qualified team members are assigned to each task assigned.

Our project approach begins with designating a complete project team. Each team will be led by a principal representative with full authority to direct operations and commit resources. In addition to the principal representative, the project team will include expert staff specializing in the type of service requested. Our array of in-house experts allows Willdan to develop a specialized project team for each requested project.

In addition, Willdan's size enables flexibility to undertake large projects and projects on compressed time schedules. If a project arises that requires immediate or extra attention, Willdan's staffing plans allow tasks to be rapidly delegated to an expanded team of staff members. This ensures the project will receive appropriate attention to detail and be successfully completed in a timely fashion.

The first task of Willdan's delegated project team will be to establish a course of action. This task will begin by coordinating with City staff to identify specific project objectives. With these objectives in mind, Willdan's team will actively identify areas of need and design solutions to address those needs. Our policy of open and frequent client communication ensures the established course of action and will be consistent with City goals.

Once the course of action is established, Willdan will develop a project schedule. Each project schedule will be developed with the City's project completion date in mind and include a critical path and measurable milestones to ensure the project completion date is met. All project schedules will be submitted to the City for approval.

For City project services being provided by other consultants, Mr. De Murga will work closely with the consultant to ensure timelines and milestones are met for design and construction of each project. City project budgets and consultant invoices will be reviewed for accuracy and consistency. For the design phase, Mr. De Murga will work closely with the consultant's project manager, and schedule meetings or discussions as applicable. For the construction phase, Mr. De Murga will work with the assigned construction manager to ensure construction meets the intent of the design plans and adheres to the approved project schedule. He will meet in the field regularly to assess progress and answer questions – ensuring the City's best interests are implemented and carried out.

Master Planning of Water, Sewer, and Storm Drain Systems

Willdan has expertise in all aspects of hydrology, drainage, and flood control ranging from local and regional drainage and flood control improvements to hydraulic and sediment transport analyses of major rivers. Our design experience encompasses virtually every type of water and wastewater improvement, including collection systems, disposal facilities, distribution pipelines, master plans, production wells, pump stations, reservoirs, studies, telemetry monitoring systems, and treatment facilities. For each study assigned, Willdan will work closely with City staff to obtain all necessary records and as-builts needed to recreate the existing condition model. Computer software will be utilized to evaluate deficiencies and areas needing attention. Preliminary planning will be assessed for budgetary considerations. The assessment of these master plan studies are valuable tools for the City to program sufficient finances to applicable needs. We understand the City's infrastructure such as storm drains and sewers are vital to the quality of life within the community. We take pride in our assessments. Studies may include:

- Storm drain master plans
- Sewer master plans
- Feasibility studies
- Storm drain/flood control facility planning and design
- NPDES requirements
- Hydraulic models

Storm Drain Improvements/Replacement

Willdan incorporates hydrology and hydraulic services into our design services to mitigate hazards caused by flooding events and assist our clients with Federal Emergency Management Agency criteria floodplain mapping certification and re-certification. Our hydrology analyses identify characteristics of watersheds and water sources such as



City of San Fernando

precipitation, snowmelt, riverways, etc. and quantify the watershed flow rates. Hydraulic analysis, water flow force, velocity, and depth are calculated and determined.

Through these processes, Willdan's team utilizes geologic, geographic information system, and topographic mapping and data, hydraulic modeling software, and other technological resources to establish peak discharge, flood frequency, channel and flood control paths, sediment transport, bridge foundation stability, and retention and detention basin capacities. These calculations are used to design storm drains, culverts, roadway widenings, median and roadway realignments, and pavement rehabilitations – along with all necessary supporting improvements. The City's Storm Drain Master Plan is used for planning new or replaced storm drain systems. From this information, Willdan develops drainage plan and profile sets containing specifications that meet City and County requirements.

Construction Management

Willdan offers a full complement of construction management, observation, and testing services for public works projects, including streets and highways, bridges, transit facilities, buildings, parking lots, park facilities, utilities, and infrastructure facilities, including sewer, water, and storm drain systems. We provide skilled resident engineers, construction/project managers, and construction observers who can monitor and direct activities to keep construction on schedule and within budget. Willdan's approach to construction management and observation establishes a set of guidelines specifically tailored to the client's standards and project goals. Document control is also emphasized. Project coordination with adjacent contracts and agencies is stressed to address potential problems and eliminate adverse impacts to construction progress. Specific items performed by City requests include:

- Cost estimating
- Bid administration
- Contract administration
- Claims review and investigation
- Federal labor compliance
- Public relations
- Constructability reviews
- Resident engineering
- Construction observation
- Utility coordination
- Material sampling and testing

Community Engagement on Capital Improvement Program Projects

Willdan understands how important it is to engage the community on projects affecting the daily life of residents and businesses. From resident and business notifications to town hall addresses, we have staff to provide insight for informing the community. Our City Engineer will assist City staff with applicable and timely information on capital improvement projects for email blasts, notices to residents, social media feeds, and meetings with property owners and will field phone calls from the public, if needed. Willdan offers expertise in a wide range of event planning for transportation management and operations related to small, medium, and large type events. Examples of events include car shows, parades, and farmers markets. Our services encompass planning, coordination, and implementation of all services, including full pre-event, post-event management plans, transit operations, traffic control plans, signal coordination timing, public outreach, parking programs, shuttle programs, neighborhood protection programs, and event day rates for on-site offsite parking facilities. We understand the steps necessary to implement a successful plan that provides safety to those attending yet maintains quality of life to those living around it.



Project Team

Project Team Identification

As Willdan explored the scope of services required for the City Engineering Services contract, we carefully selected our project team members – matching expertise to on-call service needs as defined in the City's Request for Qualifications. The selected individuals have a broad variety of talent and will lend their expertise and knowledge to respond to the City's on-call needs and deliver exceptional results. These individuals create an efficient, effective, and experienced unit with the necessary education, licenses and certifications, and years of experience – including experience with City of San Fernando projects – to perform any requested services. Our specialized experts are dedicated to continuing Willdan's long-standing relationship with the City through innovative solutions and recommendations.

Team Members Possess City of San Fernando Experience

Willdan's proposed team is comprised of individuals highly familiar with City of San Fernando standards, policies, procedures, regulations, and processes through their involvement in City planning and improvements.

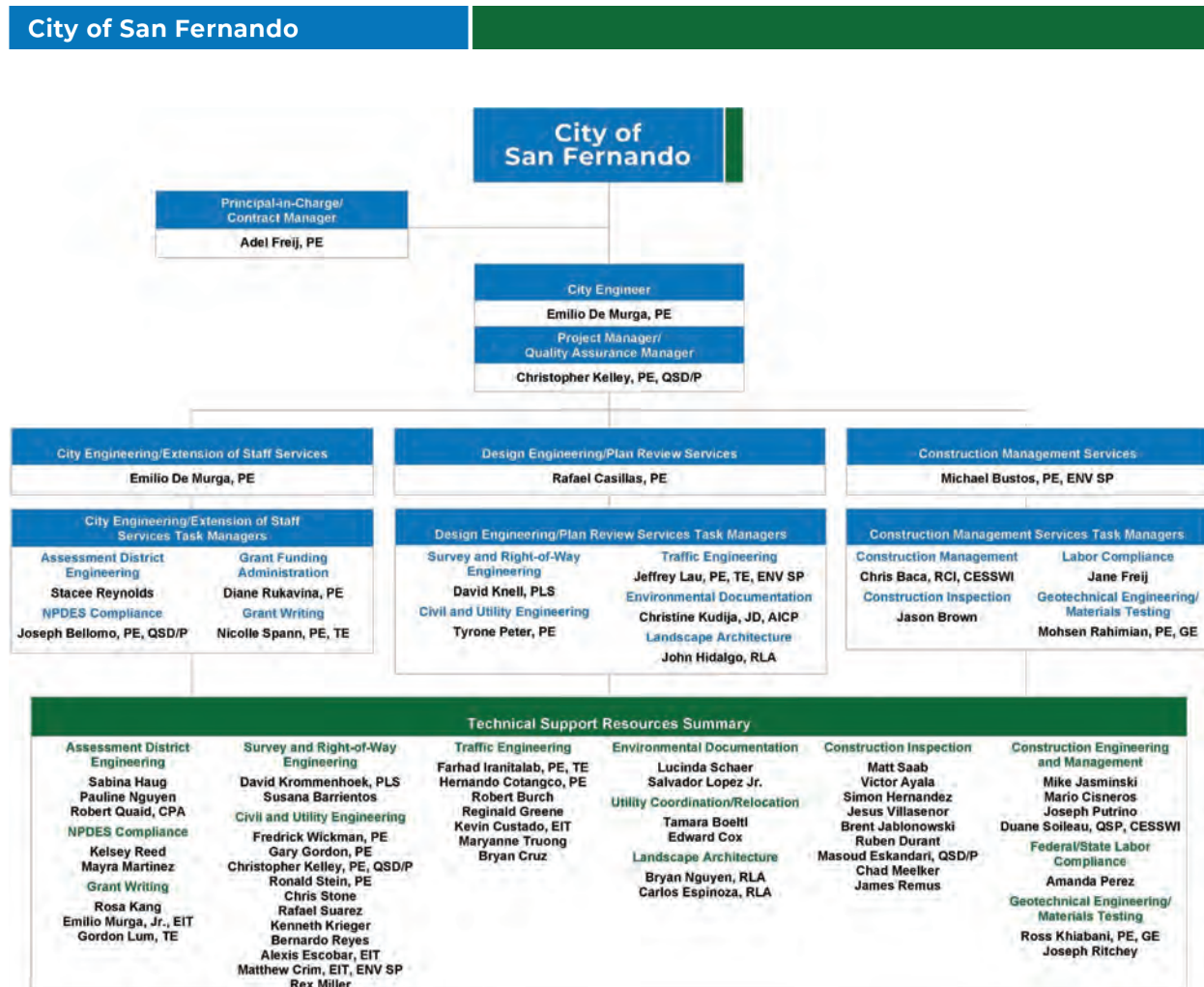
Our team values our partnership with the City of San Fernando and stands immediately available and ready to assist the City with fulfilling future community goals.

Project Team Organization

Willdan has presented our services in a three-fold format – City Engineering/Extension of Staff Services led by our proposed City Engineer Mr. Emilio De Murga, PE; Design Engineering/Plan Review Services led by Mr. Rafael Casillas, PE; and Construction Management Services led by Mr. Michael Bustos, PE, ENV SP. Messrs. Casillas and Bustos will report directly to Mr. De Murga. These Discipline Managers will oversee and assign City task assignments to Discipline Task Managers with the expertise and knowledge matching the requested services. The Discipline Manager and Discipline Task Manager will collaborate on a project-specific project team and workplan to complete the task assignment in accordance with Willdan's corporate standards of excellent service and high-quality deliverables.

Willdan's team members selected for the City's on-call contract are identified in the organization chart. The chart illustrates the reporting structure and project roles for Willdan's team along with identifying the key personnel selected to serve as Discipline Managers. Available Willdan staffing resources are presented in the organization chart. These staffing resources may be called upon to serve the City as technical support team members for project tasks assigned under the contract. Staff presented are representative of the caliber and quality of Willdan's entire staffing resources. This is far from an exhaustive list of our resources and is shown to assist the City in evaluating those resources.





Principal Project Team

Mr. Emilio De Murga, PE will serve as City Engineer and City Engineering/Extension of Staff Services Discipline Manager and will be responsible for delivery of services under the city engineering contract. He will serve as the primary contact for the City and can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by cell phone at (562) 505-1001; or by email at edemurga@willdan.com. Mr. De Murga will apply his extensive knowledge of the City of San Fernando and his managerial and technical capabilities to effectively administer assigned City of San Fernando city engineering tasks.

Brief profiles for our principal project team are provided below. Comprehensive resumes highlighting their qualifications and experience are provided in the Resumes subsection at the end of this Principal Project Team section.



Emilio De Murga, PE

City Engineer | City Engineering/Extension of Staff Services Discipline Manager

Education | Credentials

Civil Engineering | Civil Engineer, California No. 54420 | 43 Years' Experience



City of San Fernando

City of San Fernando Experience

Mr. De Murga has been actively involved in advancing the goals of the City of San Fernando. He has served the City as City Engineer over the past two years – providing services for a variety of projects. He lends his consulting expertise on day-to-day operations as well as utilizing his project and construction management and technical skills to bring many San Fernando projects to fruition. Mr. De Murga has provided oversight, guidance, and services for projects such as:

- Pico Street Improvements
- Citywide Traffic Signal Synchronization
- Pacoima Wash Bikeway Improvements
- Brand Boulevard Middle School LAUSD Striping Improvements
- East San Fernando Valley Transit Corridor Improvements
- San Fernando Mall Decorative Lighting
- Tesla Parking Lot Improvements
- Citywide Speed Zone Study
- Downtown Restaurant Sidewalk Dining
- Truman Street and San Fernando Mission Road Traffic Signal Improvements
- Enhanced Watershed Management Plan

**Adel Freij, PE****Principal-in-Charge | Contract Manager**[Education | Credentials](#)

BS, Civil Engineering | Caltrans Resident Engineer Academy | Civil Engineer, California No. 55564 | 25 Years' Experience

Mr. Adel Freij, PE – Willdan's Director of City Engineering Services – will serve as Principal-in-Charge and Contract Manager. As Principal-in-Charge, Mr. Freij will be responsible for ensuring companywide resources are available to Mr. De Murga to complete all tasks assigned under the contract and keep the tasks on track. As Contract Manager, Mr. Freij will administer the city engineering contract and work with City staff regarding all contract administrative requirements and concerns.

Relevant Project Experience

- Principal-in-Charge/Contract Manager, City Engineering Services, City of San Fernando
- Principal-in-Charge, City Engineering Services, City of Inglewood
- Principal-in-Charge/Contract Manager, City Engineering Services, City of Paramount
- Principal-in-Charge, City Engineering Services, City of Bell
- Principal-in-Charge/Contract Manager, City Engineering Services, City of Maywood
- Principal-in-Charge/Contract Manager, Supportive Engineering Services, City of Hawaiian Gardens

**Christopher Kelley, PE, QSD/P****Project Manager | Quality Assurance Manager**[Education | Credentials](#)

BS, Civil Engineering | Civil Engineer, California No. 83179 | Qualified SWPPP Developer/Practitioner, California Stormwater Quality Association No. 25874 | 16 Years' Experience

Mr. Christopher Kelley, PE, QSD/P will serve as Project Manager and Quality Assurance Manager. In his role as Project Manager, Mr. Kelley will be responsible for working with Mr. De Murga to select Discipline Managers qualified in the requested services and assisting these Discipline Manager as needed on a day-to-day basis. As Quality Assurance Manager, Mr. Kelley will oversee quality assurance and control activities for the tasks assigned by the City. He will implement Willdan's corporate Quality Assurance Program and assign senior staff not involved in the tasks to provide quality assurance oversight.



City of San Fernando

Relevant Project Experience

- Interim City Engineer, City Engineer and Traffic Engineer Services, City of Los Alamitos
- Special City Engineer, On-Call Engineering Services, City of Rolling Hills Estates
- Plan Reviewer, On-Call Plan Review, City of La Puente
- Plan Reviewer, On-Call Plan Review, City of Bell
- Drainage Engineer, Orange Line Expansion, Los Angeles County Metropolitan Transportation Authority
- Drainage Engineering Task Manager, On-Call Bridge Engineering, County of Glenn

Key Staff – Discipline Managers

As previously mentioned, Discipline Managers – Messrs. Rafael Casillas, PE and Michael Bustos, PE, ENV SP will support Mr. De Murga by managing the discipline categories illustrated in our project organization chart. Messrs. Casillas and Bustos will support Mr. De Murga by utilizing their highly effective management skills and expertise in all facets of their assigned discipline to provide leadership for their team members. Brief profiles for our key Discipline Managers are provided below. Comprehensive resumes highlighting their qualifications and experience are provided in the Resumes subsection at the end of this Principal Project Team section.



Rafael Casillas, PE
Design Engineering/Plan Review Services Discipline Manager

[Education | Credentials](#)
BS, Public Administration | BS, Civil Engineering (196 units) | Certificate, Architecture | Civil Engineer, California No. 68234 | 31 Years' Experience

Relevant Project Experience

- Civil Engineering Project Manager, City Engineering Services, City of San Fernando
- City Engineer, City Engineering Services, City of Inglewood
- City Engineer/Project Manager, City Engineering Services, City of Paramount
- City Engineering Project Manager, As-Needed Engineering Services, City of Bell
- City Engineering Project Manager, City Engineering Services, City of Lakewood
- City Engineering Project Manager, City Engineering Services, City of La Puente



Michael Bustos, PE, ENV SP
Construction Management Services Discipline Manager

[Education | Credentials](#)
BS, Civil Engineering (magna cum laude) | Caltrans Resident Engineer Academy | Civil Engineer, California No. 73173 | Envision Sustainability Professional, Institute for Sustainable Infrastructure No.2696

Relevant Project Experience

- Project Manager/Resident Engineer, City Engineering Services, City of Inglewood
- Construction Manager/Project Manager, City Engineering Services, City of La Puente
- Construction Manager, City Engineering Services, City of Lakewood
- Contract Manager/Project Manager/Resident Engineer, On-Call Multi-Disciplinary Services, City of Westlake Village
- Construction Manager/Project Manager/Resident Engineer, On-Call Construction Management and Inspection, City of Downey



City of San Fernando

Project Team Expertise

Willdan's principal project management team, key staff, and discipline task managers have collaborated on hundreds of projects throughout Los Angeles County and have provided on-call services to the agencies presented in the Relevant Local Government Agency Project Experience subsection of the Firm Profile section of this proposal. The team members' years of experience, City of San Fernando project experience, on-call and extension of staff experience, and local/state/federal project experience are presented in the matrix below along with their demonstrated, directly relevant experience in the services outlined in the City's Request for Qualifications.

	Client	Experience					Services									
		Years of Experience	City of San Fernando Experience	On-Call Engineering/Associated Services	Extension of Staff	Local/State/Federal Project	Street Improvement Plan Review	Environmental Studies/Documentation	Land Surveying and Map/Easement or Legal Descriptions	Hydraulic and Hydrologic Studies	Engineering Project Management	Master Planning	Storm Drainage	Construction Management	Community Engagement	Services as Needed
Principal Team	Emilio De Murga, PE	16	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Christopher Kelley, PE, QSD/P	34	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Adel Freij, PE	32	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Key Staff	Rafael Casillas, PE	34	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Michael Bustos, PE, ENV SP	20	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Discipline Task Managers	Stacey Reynolds	17	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Joseph Bellomo, PE, QSD/P	23	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Diane Rukavina, PE	40	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Nicolle Spann, PE, TE	6	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	David Knell, PLS	46	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Tyrone Peter, PE	15	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Jeffrey Lau, PE, TE, ENV SP	18	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Christine Kudija, JD, AICP	33	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	John Hidalgo, RLA	30	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Chris Baca, RCI, CESSWI	38	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Jason Brown	30	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Jane Freij	22	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Mohsen Rahimian, PE, GE	33	■	■	■	■	■	■	■	■	■	■	■	■	■	■

Resumes

Resumes for our principal team and key staff are provided on the following pages.



City of San Fernando

Emilio De Murga, PE**City Engineer | City Engineering/Extension of Staff Services Discipline Manager****Profile Summary**

Education:	Civil Engineering, California State University, Northridge
Registration:	Civil Engineer, California No. 54420
Experience:	43 Years

Mr. Emilio De Murga is an experienced engineering professional with a strong background in City Engineer extension of staff services, project management, contract administration, staff supervision, and agency and consultant coordination. He has provided services to many Los Angeles County cities on an as-needed basis. He brings this local, County knowledge and background to the public agencies he serves as City Engineer. These agencies include the Cities of San Fernando, Covina, Hawaiian Gardens, San Marino, Bell Gardens, and Maywood where he provides – or has provided – day-to-day operations implementing and administering design and construction of various capital improvement projects.

Mr. De Murga served for City of Lynwood for 18 years – starting as a civil engineering assistance and later becoming the Director of Public Works/City Engineer. His background includes working as a civil engineering technical for the City of Baldwin Park and as principal Civil Engineer in charge of the City of Inglewood's Engineering Division.

Mr. De Murga is bi-lingual with fluency in English and Spanish.

Relevant Project Experience

City Engineering Services, City of San Fernando, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Covina, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Supportive Engineering Services, City of Hawaiian Gardens, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Lawndale, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

General Engineering Services, City of Maywood, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of San Marino, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.



City of San Fernando

City Engineering Services, City of Bell Gardens, California. Project Manager responsible for oversight and overall project management of specific tasks or projects assigned. Willdan provides general city engineering services and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of West Covina, California. Project Manager responsible for oversight and overall project management of specific tasks or projects assigned. Willdan provides general city engineering services and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of South Gate, California. Project Manager responsible for oversight and overall project management of specific tasks or projects assigned. Willdan provides general city engineering services and other as-needed services in support of the City's capital improvement program goals and objectives.

Emergency Engineering Services, City of Bell, California. CIP Manager responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

West Santa Ana Street Grade Crossing Removal, City of Bellflower, California. Project Engineer responsible preparing and assisting with design documents required to improve 29 at-grade crossings within the cities of Stanton, Buena Park, Anaheim, Cypress, La Palma, Cerritos, Artesia, Bellflower, Lakewood, and Paramount. The improvements provide significant public safety for motorists, pedestrians, and bicyclists. The project involved multiple agencies such as neighboring cities, UPRR, CTC, LACMTA, FHWA, CPUC, FRA, and OCTA along with various design standards from the different agencies.



Adel Freij, PE
Principal-in-Charge | Contract Manager

Profile Summary

Education:	Resident Engineer Academy, California Department of Transportation BS, Civil Engineering, University of Missouri
Registration:	Civil Engineer, California No. 55564
Experience:	26 Years

Mr. Adel M. Freij is an accomplished project manager and construction manager for large-scale multi-discipline public works projects. He is recognized for providing innovative quality engineering and construction management services and meeting clients’ project budgets and schedules. Mr. Freij possesses extensive engineering and construction management experience on many types of capital improvement projects, including street reconstruction, street widening, overlay and slurry seal, bridge construction, flood control and drainage, water and sewer improvements, traffic signals, signing and striping, and landscape and park improvements. He is proficient at managing multiple subconsultants and combining various disciplines, often acting as an extension of agency/city staff to provide close overall supervision of the engineering and construction management services on local-, state-, and federally-funded projects.

Relevant Project Experience

City Engineering Services, City of San Fernando, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

City Engineering Services, City of Inglewood, California. Principal-in-Charge responsible for ensuring companywide resources are available to complete all tasks assigned under the contract. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

City Engineering Services, City of Paramount, California. Principal-in-Charge responsible for ensuring companywide resources are available to complete all tasks assigned under the contract. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

As-Needed Engineering Services, City of Bell, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

City Engineering Services, City of La Puente, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

City Engineering Services, City of South Gate, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.



City of San Fernando

General Engineering Services, City of Maywood, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of La Cañada-Flintridge, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Supportive Engineering Services, City of West Covina, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provided on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Supportive Engineering Services, City of Hawaiian Gardens, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provided on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Los Angeles River Catch Basin Retrofit, Los Angeles Gateway Region, Los Angeles County, California. Project Manager responsible for overall project management and oversight of design and construction management services required for the retrofit improvements. The improvements entailed installing a full-capture catch basin trash and debris system within the Los Angeles River Watershed for 16 Gateway cities. The project is funded through economic stimulus funds from the State Water Resources Control Board.

Loukelton Street and Unruh Avenue ARRA 1 Street Rehabilitation Improvements, City of La Puente, California. Project Manager responsible for overall project management and oversight of design and construction management services required for the street improvements. The improvements involved resurfacing with asphalt-rubber hot mix; reconstructing damaged or uplifted concrete sidewalks, curbs, gutters, cross gutters, and drive approaches; reconstructing damaged AC pavement; installing ADA-compliant access curb ramps, including truncated domes; and installing traffic signal loops, signing, and striping.

Citywide Sewer Improvements – Phase III, City of La Puente, California. Project Manager responsible for overall project management and oversight of construction management services required for the sewer improvements. The project general encompassed replacing sanitary sewers with larger diameter sewers, reconstructing sewer laterals, and repaving streets. The work involved installing a sewer and manhole on Nelson Avenue between Willow Avenue and Adrilla Avenue.

Slauson Avenue Business District Improvements, City of Maywood, California. Project Manager responsible for overall project management and oversight of construction management services required for the street improvements between Downey Avenue and Pine Avenue. The project entailed street resurfacing with asphalt rubber hot mix; cold milling; repairing concrete; installing landscaped median islands, ADA-compliant curb ramps, PCC pavement, and roadway striping, and replacing traffic loops.

Sepulveda Boulevard Widening, City of Culver City, California. Project Manager responsible for overall project management and oversight of conceptual design, preparation of construction drawings and technical specifications for a major street widening between Playa Street/Jefferson Boulevard to Green Valley Circle. The project included pavement rehabilitation, concrete repairs, ADA-compliant access curb ramp installations, landscape and irrigation improvements, traffic signal modifications, traffic signal interconnect modifications, signing and striping replacements, and street lighting improvements. A portion of the project was located in the City of Los Angeles and Caltrans right-of-way.



City of San Fernando

Christopher Kelley, PE, QSD/P**Project Manager | Quality Assurance Manager****Profile Summary**

Education:	BS, Civil Engineering, California Polytechnic State University, Pomona
Registration:	Civil Engineer, California No. 83179 Qualified SWPPP Practitioner, California Stormwater Quality Association No. 25874
Experience:	16 Years

Mr. Christopher Kelley offers an extensive background providing services for contract city engineer, project management, capital improvement program management and implementation, contract administration, supervision of staff – including construction inspectors, agency and consultant coordination, plan review, and civil and drainage engineering. He is adept in implementing and managing design and construction of various capital improvement projects, water quality representation; and permitting. His project management expertise encompasses improvements such as street reconstructions, street widenings, medians, storm drains, overlays and slurry seals, sewers, pump stations, concrete repairs, landscaping, parks, best management practices, and public facilities.

Relevant Project Experience

City Engineer and Traffic Engineer Services, City of Los Alamitos, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of day-to-day operations such as CIP implementation; site plan and development review; ADA compliance; NPDES coordination; City Council reports; Traffic Commission reports; plans and specifications preparation coordination; construction and consulting contract awards; project construction; public outreach; change order issuance; Measure M, SB-1, Gas Tax, CDBG, etc. funding management and administration; and regional and regulatory agency coordination with Orange County Transportation Authority, Caltrans, and Orange County Sanitation District. Willdan serves as the consultant City Engineer and Traffic Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives. Improvement projects entail:

As-Needed Engineering Services, City of Rolling Hills Estates, California. Special City Engineer responsible for oversight and overall project management of specific projects/tasks assigned/awarded under the contract. Willdan serves as the consultant Special City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Plan Review Services, Various Agencies, California. Plan Reviewer responsible for technical land development project reviews involving grading, drainage, low-impact development reports, WQMPs, SWPPPS, hydrology/hydraulic reports, conditions of approval, local ordinances, and local and state standards. Willdan provides on-call plan review services to the Cities of Azusa, Los Alamitos, Fontana, San Bernardino, Goleta, Compton, Lake Elsinore, Cerritos, Brea, El Monte, Hawaiian Gardens, Rolling Hills Estates, Rolling Hills, Manhattan Beach, South Gate, La Puente, Bell, and Camarillo; Irvine Campus Housing Authority; and the County of Orange.

On-Call and Project-Specific Engineering Design Services, Various Agencies, California. Water Quality and Drainage Design Task Manager/Project Engineer responsible for drainage study/report and design services required for projects such as:

- Orange Line Extension, Brutoco Engineering & Construction, Inc./Los Angeles County Metropolitan Transportation Authority
- Kanan Road/U.S. 101 Interchange Improvements, City of Agoura Hills
- River Road Bridge Replacement, T.Y. Lin International
- Roadside Bridge Widening Phase I, City of Agoura Hills
- State Route 62 TCRP No. 129, Town of Yucca Valley



City of San Fernando

- On-Call Bridge Engineering Services, County of Glenn for:
 - Walker Creek Bridge Phase II
 - Wilson Creek Bridge Phase II
 - CR67 BR 11C0015 Phase II
 - CR67 BR 11C0016 Phase II
- On-Call General Engineering Services for:
 - Westlake Village Community Park, City of Westlake Village
 - Westlake Village Community Park, City of Westlake Village
- MetroLink Parking Lot Expansion, City of Rialto
- Bradford Well Relocation, Orange County Transportation Authority
- Emerald Bay-PCH Traffic Design - Emerald Bay Service District, California. Drainage Plans, Drainage Report, WQMP.
- Placentia MetroLink Revisions, Orange County Transportation Authority
- Studebaker Road at College Park Drive Improvements, City of Seal Beach

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood. Water Quality and Drainage Design Task Manager responsible for drainage design services required for the 1½-mile complete street/green street improvements between the north City limit and Del Amo Boulevard to provide for a regional bicycle path in compliance with the Gateway Council of Governments Active Transportation Plan and improve pedestrian access to retail/commercial establishments. The design entailed coordination of pedestrian and bicycle movements into the current County Traffic Signal Synchronization Program, undergrounding utility distribution and transmission, Green Streets storm water quality treatment, and drought-tolerant landscaping. Other improvements involved up-graded traffic signal equipment to improve safety, bicycle parking and lockers, improved transit stops, sidewalk additions within the corridor to meet ADA requirements, street resurfacing, and irrigation. Willdan provided preliminary and final design, NEPA/CEQA documentation and permitting, transit partnering outreach, Corridor Committee meeting participation, and construction funding application preparation.

Los Alamitos Boulevard Median Improvements, City of Los Alamitos, California. Water Quality and Drainage Design Task Manager responsible for drainage design services required for a .05-mile improvement segment between Cerritos Avenue and Katella Avenue. The project goal was to reduce Los Alamitos Boulevard's scale, provide pedestrian refuge, and reduce pedestrian/automobile conflicts. Improvements involved raised median, pavement delineation, landscape and irrigation improvements, street lighting and traffic signal improvements at intersections with Florista Street and Sausalito Street. Minor traffic signal modifications were designed for the intersections with Katella Avenue and Cerritos Avenue.

East Bishop Storm Drain Improvements, City of La Habra, California. Water Quality and Drainage Design Task Manager responsible for drainage design services for a replacement drainage improvement in a residential neighborhood. The current facility is an open channel with a road culvert. The objective was to place the stormwaters in a closed pipe on one of two alignments identified. Other services involved records and utility research, field survey and mapping, conducting a hydrology and hydraulics evaluation, preliminary and final design, cost estimate, special provisions, and public outreach.

Culver City Station Plaza Design Phase 2, Exposition Metro Line Construction Authority, Culver City, California. Water Quality and Drainage Design Task Manager responsible for preparing a low impact development report and designing drainage and water quality features. Willdan's scope work entailed preparing a new concept site plan; updating and processing plans, specifications and estimates; and providing support during construction.



City of San Fernando

Rafael Casillas, PE**Design Engineering/Plan Review Services Discipline Manager****Profile Summary**

Education:	BS, Civil Engineering, Public Administration, University of La Verne Civil Engineering (196 units), California State University, Los Angeles Architecture Studies, Phoenix Institute of Technology
Registration:	Civil Engineer, California No. 62834
Experience:	31 Years

Mr. Rafael Casillas is a qualified, capable, and motivated individual with a successful track record for project delivery. He possesses vast experience managing local public works departments and capital improvement projects. Mr. Casillas' direct responsibilities involve overseeing local municipal agency capital improvements for public facilities, roadways, water systems, sewer mains, storm drains, and traffic signals systems. In addition to his design experience, he is highly adept with project schedule management, quality and project budget control, accurate construction estimates, construction support, and funding administration required for federal, state, and local grants.

Mr. Casillas possesses expertise in supervising project teams consisting of civil designers, consultants, and contractors and is very knowledgeable in local municipal codes, California Environmental Quality Act, and Subdivision Map Act compliance.

Relevant Project Experience

City Engineering Services, City of San Fernando, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Inglewood, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Paramount, California. Contract Manager responsible for day-to-day services and staff assignments required to fulfill project task orders and City Engineer/Project Manager responsible for carrying out the responsibilities of the Engineering Department and for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

As-Needed Engineering Services, City of Bell, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Lakewood, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of La Puente, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.



City of San Fernando

As-Needed Engineering Services, City of Burbank, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Traffic Engineering Services, City of Pico Rivera, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Traffic Engineering Services, City of Rolling Hills Estates, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Arterial Street Resurfacing, City of Paramount, California. Project Manager responsible for overall project management and oversight for the resurfacing project. The scope consists of approximately 2,700 lineal feet of street improvements, cold milling, rubberized asphalt overlay, curb ramps, sign and pavement legend replacements, and miscellaneous concrete repairs.

Garfield Avenue Regional Corridor Capacity Enhancement, City of Paramount, California. Project Manager responsible for overall project management and oversight for the capacity enhancement improvements. The street improvements through the Garfield Avenue corridor between the north and south city limits involved street widening to accommodate a third lane in each direction; street resurfacing; two concrete intersections; concrete sidewalk curb and gutter and driveway approach reconstruction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor.

Walker Avenue at Florence Avenue Intersection Improvements and Widening, City of Bell, California. Project Manager responsible for overall project management and oversight for the intersection and widening improvements. The intersection improvements at Walker Avenue and Florence Avenue involved increasing the northeast turning radius (right-turn movement) and widening the easterly curb line on Walker Avenue. The scope encompassed AC pavement cold milling; ARHM overlay application; driveway approach, sidewalk, curb, gutter, and curb ramp removals and replacements; signing and striping; traffic signal modifications; and other related improvements.

Valley Boulevard Sewer Improvements, City of La Puente, California. Quality Assurance Manager responsible for quality control oversight for plans, specifications, and estimate for the sewer improvements. The scope consists of approximately 1,800 lineal feet of 10- to 12-inch sewer main replacement and manhole reconstruction. The final construction documents will be incorporated into a larger capital improvement project.

Pavement Rehabilitation and Fishburn Avenue Improvements, City of Bell, California. Civil Engineering Task Manager responsible for civil engineering services required for the pavement rehabilitation project. The improvements encompassed resurfacing with asphalt-rubber hot mix to prevent more serious and costly deterioration that would lead to complete reconstruction; reconstructing damaged and uplifted concrete sidewalk, curb, gutter, and drive approaches; reconstructing damaged AC and PCC pavement; installing ADA-compliant access curb ramps, including truncated domes; installing AC speed humps, new HDPE-pipe storm drain system on Fishburn Avenue; and installing signing and striping.

Centinela Avenue Safety Improvements, City of Inglewood, California. Civil Engineering Task Manager responsible for civil engineering services required for raised median island component of this HSIP – Cycle 8 project. The City received nearly \$1.4 million in grant funding to construct raised median islands on Centinela Avenue between La Cienega Boulevard and La Brea Avenue. Other project improvements involved installing protected left-turn phasing at three signalized intersections along Centinela Avenue.



Michael Bustos, PE, ENV SP
Construction Management Services Discipline Manager

Profile Summary

Education:	Resident Engineer Academy, California Department of Transportation BS, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo
Registration:	Civil Engineer, California No. 73173 Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696
Experience:	20 Years

Mr. Michael Bustos is responsible for construction management, analysis, and design of roadway reconstruction, drainage improvement, pipeline, pavement rehabilitation, street improvement, traffic signal, landscaping and irrigation, and grading projects. He has served as construction manager or resident engineer for over 75 public works projects. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and constructability review.

Relevant Project Experience

City Engineering Services, City of Inglewood, California. Project Manager responsible for oversight and overall project management of specific construction projects/tasks assigned/awarded and Resident Engineer responsible for construction of federally-funded projects. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

City Engineering Services, City of La Puente, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects and Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

City Engineering Services, City of Lakewood, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

General Engineering Services, City of Westlake Village, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

On-Call Construction Management and Inspection, City of Downey, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.

On-Call Construction Management and Inspection, City of Fillmore, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects and Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City’s capital improvement program goals and objectives.



City of San Fernando

On-Call Construction Management and Inspection Services, City of Santa Ana, California. Contract Manager responsible for day-to-day services and staff assignments required to fulfill project task orders, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Multi-Disciplinary Services, City of Ridgecrest, California. Contract Manager responsible for day-to-day services and staff assignments required to fulfill project task orders, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Inglewood Transit Center, City of Inglewood, California. Resident Engineer responsible for serving as the City's representative and overall construction, inspection, and quality control oversight for construction of the 3.8-acre regional transit hub. The scope entailed hazardous/contaminated soils remediation, backfilling, grading, clearing and grubbing, classified/unclassified materials compaction, construction staking, and monumentation survey.

Bus Maintenance Garage and Carport/Corporate Yard Site Improvements, City of Ridgecrest, California. Project Manager/Resident Engineer responsible for serving as the City's representative providing overall project management and oversight of construction management and inspection services and contractor construction, inspection, and quality control activities for the garage and yard site improvements. The Corporate Yard Site Improvements project involved extending onsite fire water, potable water, sewer, gas, and electrical facilities to the proposed building site. The project upgraded the electrical service and relocated a fueling station used by the Police Department. A second structure included bus maintenance bays, car lifts, air compressor and air drops, mezzanine storage area, motorized overhead roll-up doors, and vehicle washing station.

Firestone Boulevard and Paramount Boulevard Intersection Improvements, City of Downey, California. Project Manager responsible for overseeing construction management and inspection for street widening improvements valued at \$1.6 million. The general nature of the work encompassed raised medians; new curb, gutter, and sidewalk driveway approaches; drainage improvements; water system improvements; traffic signal replacement; landscaping and irrigation; ARHM paving; utility adjustments; and striping.

La Brea Avenue Intersection Realignment – Phase III, City of Inglewood, California. Resident Engineer responsible for overall construction management, inspection, public outreach, utility coordination, materials testing, and labor compliance for this \$2 million federally-funded construction project to reconfigured five street intersections at La Brea Avenue, Market Street, Spruce Avenue, and La Palma Avenue. The project included a new traffic signal at La Brea Avenue and Tamarack Avenue and traffic signal modifications at La Brea Avenue and Hillcrest Boulevard.

Palos Verdes Drive North/Rolling Hills Road Traffic Signal Modifications, City of Rolling Hills Estates, California. Construction Manager responsible for overall construction management and inspection for traffic signal modifications at the intersection of Palos Verdes Drive North and Rolling Hills Road. The project encompassed modifications to match existing decorative poles, modified foundations for the poles, and procuring long-lead-time equipment.

Phillips Boulevard Traffic Calming, City of Pomona, California. Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the federally funded HSIP project. The project involves new traffic signal installation, existing traffic signal pole replacement, existing signal controller modifications, speed-feedback signs, rectangular rapid flashing beacon installations, and signing and striping modifications.

Silver Spur Road Safe Routes to School Cycle 10 Improvements, City of Rolling Hills Estates, California. Project Manager responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the state-funded project. Improvements involved both sides of Silver Spur Road between Kingspine Road and Palos Verdes Drive North; the northeast corner modification of Palos Verdes Drive North and Lazy Creek Lane; and resurfacing various residential streets.



City of San Fernando

References

The clients we have chosen to demonstrate our reputation and qualifications will confirm our dedication to our clients' community goals and visions. We encourage the City of San Fernando to contact these references to verify Willdan's commitment to honest, open communication and technical excellence.

General Engineering Services

Client Name

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Client Contact

Adrian Figueroa
Director of Public Works
(562) 220-2020

Contract City Engineer and Traffic Engineer Services

Client Name

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Client Contact

Chet Simmons
City Manager
(562) 431-3538 extension 201

As-Needed Engineering Services

Client Name

City of Inglewood
One West Manchester Boulevard
Inglewood, CA 90301

Client Contact

Eloy Castillo
Principal Civil Engineer
(310) 412-8716

As-Needed Engineering Services

Client Name

City of Bell
6330 Pine Avenue
Bell, California 90201

Client Contact

Javier Ochiqui
Contract and Facilities Manager
(323) 588-6211

City Engineering Services

Client Name

City of La Puente
15900 East Main Street
La Puente, CA 91744

Client Contact

John DiMario
Community Development Director
(626) 855-1517

General Engineering Services

Client Name

City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Client Contact

David Wahba
Director of Community Development
(310) 377-1577 extension 103



City of San Fernando

General Engineering Services

Client Name	Client Contact
City of Lakewood 5050 Clark Avenue Lakewood, CA 90714	Lisa Rapp Director of Public Works (562) 866-9771



City of San Fernando

Fee Schedule

Willdan's rate for the City Engineer staffing position will remain unchanged from our current contract and be invoiced at the *discounted rate of \$130 per hour*. The hourly rates for related support staff are presented below.

Design Engineering

Technical Aide I	\$70
Technical Aide II	91
Technical Aide III	112
CAD Operator I	114
CAD Operator II	132
CAD Operator III	147
GIS Analyst I	152
GIS Analyst II	173
GIS Analyst III	180
Environmental Analyst I	127
Environmental Analyst II	142
Environmental Analyst III	151
Environmental Specialis	163
Designer I	152
Designer II	158
Senior Designer I	167
Senior Designer II	175
Design Manager	178
Senior Design Manager	181
Project Manager I	164
Project Manager II	182
Project Manager III	191
Project Manager IV	198
Principal Project Manager	198
Program Manager I	182
Program Manager II	193
Program Manager III	198
Assistant Engineer I	127
Assistant Engineer II	144
Assistant Engineer III	152
Assistant Engineer IV	157
Associate Engineer I	162
Associate Engineer II	169
Associate Engineer III	176
Senior Engineer I	179
Senior Engineer II	181
Senior Engineer III	184
Senior Engineer IV	189
Supervising Engineer	193
Traffic Engineer I	193
Traffic Engineer II	198

Design Engineering (continued)

City Engineer I	198
City Engineer II	198
Deputy Director	198
Director	198
Principal Engineer	198

Landscape Architecture

Assistant Landscape Architect	\$132
Associate Landscape Architect	152
Senior Landscape Architect	167
Principal Landscape Architect	180
Principal Project Manager	198

Mapping

Survey Analyst I	\$132
Survey Analyst II	152
Senior Survey Analyst	173
Supervisor - Survey & Mapping	182
Principal Project Manager	198

Geotechnical Engineering

Soil Technician*	\$84
Soil Technician**	95
Senior Soil Technician*	126
Senior Soil Technician**	126
Geologist I	140
Geologist II	168
Geologist III	185
Supervising Geologist	195
Principal Geologist	210
CADD Operator II	132
Assistant Engineer II	151
Associate Engineer III	169
Senior Engineer III	185
Supervising Engineer	195
Supervising Geotechnical Engineer	195
Principal Engineer	198

Special Inspection

Special Inspector*	\$90
Special Inspector**	131
Supervisor	150
Construction Material Engineer	195

Construction Management

Labor Compliance Specialist	\$126
Labor Compliance Manage	158
Utility Coordinator	167
Assistant Construction Manager	138
Construction Manage	160
Senior Construction Manager	180
Resident Engineer I	180
Resident Engineer II	187
Project Manager IV	198
Deputy Director	198
Director	198

Inspection

Public Works Observer*	\$108
Public Works Observer**	131
Senior Public Works Observer*	118
Senior Public Works Observer**	131

Planning

CDBG Technician	\$74
CDBG Specialists	89
CDBG Analyst	105
CDBG Coordinator	131
CDBG Manager	158
Planning Technician	112
Assistant Planner	140
Associate Planner	152
Senior Planner	173
Principal Planner	180
Planning Manager	195
Deputy Director	198
Director	198

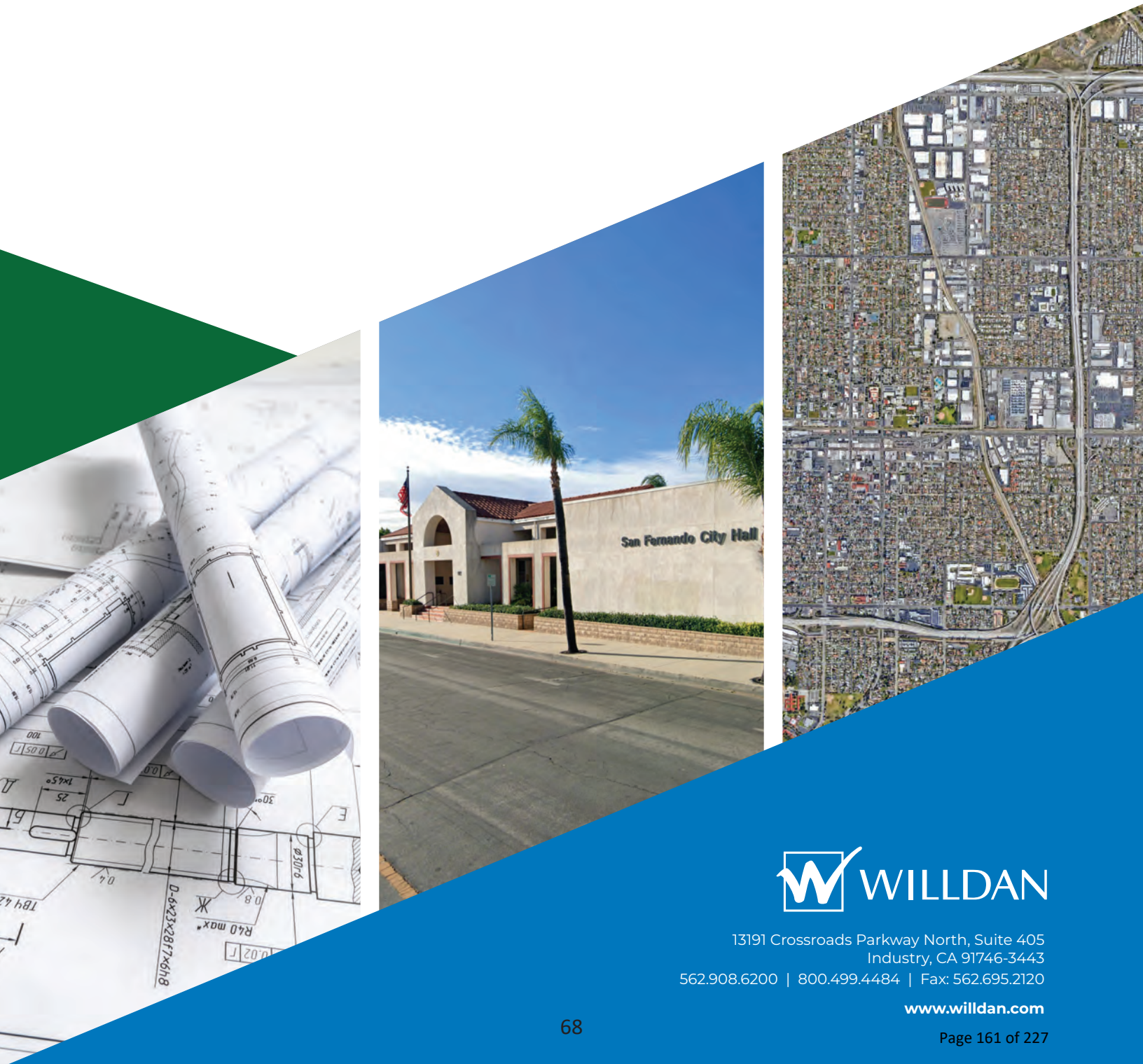
Administrative

Administrative Assistant I	\$83
Administrative Assistant II	100
Administrative Assistant III	117
Project Accountant I	94
Project Accountant II	110
Project Controller I	117
Project Controller II	132

* for Non-Prevailing Wage Project ** for Prevailing Wage Project

Mileage/field vehicle usage will be charged at a rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus 15 percent. A subconsultant management fee of 15 percent will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Rates are valid July 1, 2021 thru June 30, 2022, thereafter, the rates may be raised once per year to the value between the 12-month percentage change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/ San Francisco/San Jose area and five percent.





13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
562.908.6200 | 800.499.4484 | Fax: 562.695.2120

www.willdan.com



2021
PROFESSIONAL SERVICES AGREEMENT

(Engagement: Water and Wastewater Engineering Services)
(Parties: CWE and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CWE, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for water and wastewater engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for Water and Wastewater Engineering

Services", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal to Provide Water and Wastewater Engineering Services" (hereinafter, the "CONSULTANT Proposal") dated November 4, 2021. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT's Fee Schedule, as shown in Exhibit "C" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of up to **Five Hundred Thousand Dollars (\$500,000)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Katie Harrel, Special Projects Manager, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this

Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and consistent to that degree of care utilized by like professionals of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such

licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Katie Harrel, Special Projects Manager.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors,

subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any 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 herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any 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 herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate

required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CWE
1561 E. Orangethorpe Avenue, Ste 240
Fullerton, CA 92831-5202
Attn: Katie Harrel
Phone: 714-526-7500

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Department
Phone: (818) 898-1212

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires,

earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

- 6.21 **COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

DocuSigned by:
By: Nick Kimball
1041FC9C27C7499...
Nick Kimball, City Manager
Date: 12/08/2021 | 1:06 PM PST

APPROVED AS TO FORM:

DocuSigned by:
By: Richard Padilla
9E6768364A9F4FC...
Richard Padilla
Assistant City Attorney
Date: 12/08/2021 | 12:21 PM PST

CWE:

DocuSigned by:
By: Vik Bapna
6C663AA63B6141E...
Name: Vik Bapna
Title: Principal
Date: 12/08/2021 | 11:24 AM PST

EXHIBIT "A"
CONTRACT NO. 2044

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Water and Wastewater Engineering Services

RELEASE DATE: October 12, 2021

RESPONSE DUE: November 4, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando Public Works Department is requesting proposals from qualified firms to provide water and wastewater engineering services. The contract for services will have an initial term of three (3) years and allow two additional one-year options to renew. The City is looking for an experienced engineering consultant that can assist with conducting engineering assessments of our aging infrastructure. The City will need assistance with preparing water and sewer master plans, assisting with developing a main replacement program based on an engineered assessment, and making recommendations for our CIP planning efforts. The City is also looking for general engineering support services with respect to our water and sewer system. This will also include engineering design services for main replacement program.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and water production/distribution system. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential.

The Public Works Department provides engineering services and capital planning to ensure a high quality of public infrastructure and is responsible for rehabilitating and restoring the City's infrastructure (i.e. facilities, streets, water pipelines, sewer system), providing safe and reliable water delivery, improving the flow of traffic, maintaining parkway streets and landscape, cleaning of City streets, overseeing transportation programs, managing the City's sanitary sewer system, and coordinating refuse and recycling programs.

SCOPE OF SERVICES

Water and Wastewater engineering services may include, but shall not be limited to, the following:

1. Conducting engineering assessments of water and sewer infrastructure
2. Preparing Water and Sewer Master Plans
3. Design and Preparation of Water and Sewer Main Construction Plans (including specifications)
4. Bid Preparation and Analysis
5. RFI and Project Submittal Reviews
6. Construction Management services, including field inspection

EXHIBIT "A"
CONTRACT NO. 2044

7. Providing guidance for short-range and long-range CIP development
8. General water and wastewater engineering support services, as needed

Support engineering services, such as geotechnical or general civil may be required based on the specific project needs, so please provide a description of engineering experience outside of those listed in this section.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, October 25, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, October 27, 2021**.

C. Submission of Bid Proposals

All proposals shall be submitted via email to Matt Baumgardner, Director of Public Works at Mbaumgardner@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **Water and Wastewater Engineering Services**" Proposals must be received no later than **Thursday, November 4, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

EXHIBIT "A"
CONTRACT NO. 2044

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract (**Attachment A**) will be signed subsequent to the Director of Public Works' review and approval of the recommended firms.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCHEDULE FOR SELECTION

RFP Available:	October 12, 2021
Deadline for submittal of Questions:	October 25, 2021
Response to Questions:	October 27, 2021
Deadline for submittal of Proposal:	November 4, 2021
Interviews (if necessary)	November 2021
Execute Agreement:	December 6, 2021

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

EXHIBIT "A"
CONTRACT NO. 2044

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work.
2. Relevant experience within the past five years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in providing water and wastewater engineering services for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing engineering services must be submitted.
2. Firm shall submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing projects, organizational resources, and the primary businesses in which the firm is involved.
3. Firm must demonstrate an understanding of the scope of work requirements as described in this RFP.
4. Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.
5. References from previous clients, similar in size to the City of San Fernando, with direct knowledge of past performance of firm. Client references should be located within California

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.



Creating
a Better
Tomorrow,
Today™

Proposal For

Water and Wastewater Engineering Services

Submitted to:
City of San Fernando

November 4, 2021



CWE

1561 E. ORANGETHORPE AVENUE
SUITE 240
FULLERTON, CA 92831-5202
(714) 526-7500 PHONE
(714) 526-7004 FAX
www.cwecorp.com

November 4, 2021

Matt Baumgardner, Director of Public Works
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Cover Letter

Proposal to Provide Water and Wastewater Engineering Services

Dear Matt Baumgardner,

CWE is a versatile, award-winning firm that provides innovative and sustainable solutions to solve complex issues involving civil engineering, water resources, and environmental engineering throughout the Western United States. We are excited for the opportunity to enhance your community by utilizing over 100 years of combined experience amongst our team to provide the City with comprehensive water and wastewater engineering services.

We have selected **Katie Harrel, PE, ENV SP, QSD** to serve as Contract Manager. As Contract Manager, Katie will evaluate the skillset and workloads of CWE team members to select the best-suited professionals to provide comprehensive and timely services to the City of San Fernando (City). Having worked with the City on the San Fernando Regional Park Infiltration project as Assistant Project Manager, Katie is abundantly familiar with the City's challenges, standards, and procedures which will allow her to hit the ground running on task orders the City may have under this contract.

We hope to continue **Creating a Better Tomorrow, Today™** with the City and look forward to discussing our qualifications with you. This proposal will remain valid for a period of sixty (60) days from the date on this letter. If you have any questions or require additional information, please contact me at (714) 262-0180 or vbapna@cwecorp.com.

Respectfully submitted,
CWE

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P
Principal



City of San Fernando
Proposal to Provide Water and Wastewater Engineering Services

Table of Contents

COVER LETTER i

TABLE OF CONTENTS..... 2

1. STATEMENT OF QUALIFICATIONS..... 3

2. FIRM INTRODUCTION 7

3. UNDERSTANDING OF THE SCOPE OF WORK 10

4. CWE PERSONNEL 14

5. REFERENCES 34

Creating a Better Tomorrow, Today.™



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

1. Statement of Qualifications

The following projects are representative of CWE's relevant experience in the past five years providing services similar to those that may be required by the City under this contract.



City of Visalia Public Facility Master Plans for Stormwater and Sanitary Sewer Collection

CWE is assisting the City of Visalia with its Stormwater Master Plan update in order to meet the City's General Plan policies. The update will minimize stormwater runoff and volumes, control water pollution, and maximize groundwater recharge covering approximately 38 square miles within and near the City. Previous updates implemented by the City included design and construction of the Mineral King Sanitary

Sewer Trunk Line from Ranch Street alignment to Stevenson Street. CWE's tasks include review of existing data and collection of new data; model development and analysis using United States Environmental Protection Agency (EPA) Storm Water Management Model 5.1 software (SWMM); waterways modeling and analysis using HEC-RAS; evaluation of retention basins, pumps, and discharge pipe modeling and analysis, preparation of a master plan based on the results; and evaluation of floodplains and the Community Rating System (CRS).



City of Santa Monica Annual Water Main Replacement Program

CWE provided design services for the replacement and upgrades of existing water mains at three project sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. CWE provided design services for new water main pipeline, encompassing approximately 2,230

lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of Plans, Specifications, and Estimates (PS&Es), including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to Requests for Information (RFIs) and Requests for Comments (RFCs), conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services



Los Angeles County Public Works Review of the Tract 50385 Agua Dulce Wastewater Treatment Plant Conceptual Report

CWE reviewed and provided recommendations on a conceptual report for the Tract No. 50385 Agua Dulce Wastewater Treatment Plant in the Agua Dulce area of Los Angeles County. Documentation reviewed included a facility report and various tract maps provided by the LA County Department of Public Works. Review included the potential wastewater treatment

plant and feasible options and design technologies to utilize the least amount of energy required to meet water quality objectives. CWE provided a Technical Memorandum detailing our comments on the Conceptual Report and provided them to Los Angeles County Public Works.



United States Bureau of Indian Affairs Fort Peck Rural Water System

CWE examined, analyzed, and assessed costs associated with the operation and maintenance (O&M) program for the Fort Peck Reservation Rural Water System. Tasks included: examination of the Missouri River intake pumping plant location, approximate locations of the raw intake water pipeline to the treatment plant, and the treatment plant facility located about four miles from the intake structure; review of engineering drawings and reports; field visits; review of applicable statutes; regulatory guidance;

and preparation of a final report to determine the extent of the water project undertaking, expected work required to operate and maintain the facility, associated costs and offsets, and ensuring that the subject system is operating pursuant to statutory limitations.



United States Army Corps of Engineers Dulzura Brown Field Border Patrol Station

CWE is currently providing civil engineering design services for more than a mile of pipeline improvements to the US Army Corps of Engineers (USACE) Dulzura Brown Field Border Patrol Station. As part of the ultimate design, CWE is preparing Caltrans format improvement plans for the widening of Highway 94. The highway widening is needed to accommodate acceleration/deceleration lanes into the entrance of the Station. Tasks

include developing road improvement plans, traffic control plans, signing and striping plans, sewer design plans, and storm drain PS&Es for approval from Caltrans. The ultimate design includes designing improvement plans for installation of the water well pump, 5,500 LF of mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site Stormwater Pollution Prevention Plan (SWPPP); preparing onsite sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. CWE tested water quality to assure potable water met or exceeded San Diego County and State of California water quality standards.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**City of Glendora Water System Modeling for Tract 45858**

CWE provided a hydraulic model analysis for the City of Glendora Tract 45858. A developer acquired the property and planned to complete development of the property. Hydraulic modeling was required to determine if the water system could supply the development area of approximately 71 acres with enough water pressure to meet firefighting needs. Computer modeling was performed using H2OMAP Water® by Innovyze to study Zone 13 with the addition of new infrastructure. The model consisted of over 150 nodes with pipes, fittings, fire hydrants, two booster pump stations, two reservoirs, and a connection to Zone 3 at two locations. The model used a peak flow of 2,500 gpm for two hours to the highest fire hydrant to verify that the system met the fire flow requirements. Tasks included: plan review and collection of relevant information, development of the hydraulic model, computer modeling using different scenarios, and report preparation for the City.

**Port of Long Beach Port-Wide Capital Improvement Water Infrastructure Master Plan**

CWE developed a Water Master Plan for the Port of Long Beach (POLB) that consists of 35 miles of drain and 15 pump stations. This document will guide and prioritize planning and capital improvements for the POLB system, enhance water quality, and ensure adequate capacity for the next 20 years. CWE performed studies, created a hydraulic model, and provided Quality Assurance and Quality Control (QA/QC) auditing services. The model covered the POLB infrastructure both within and outside of the Harbor Districts and was created based on historic data but was developed to evaluate real-time impacts to the Port. This model allows the POLB to determine expected performance of facilities based on real-time data and evaluates whether the systems are working correctly.

**City of Santa Monica Los Amigos Park Water Harvesting and Direct Use Demonstration**

CWE designed a demonstration project that taps into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park. The system captures water and treats flow with an Ultraviolet (UV) treatment system and delivers the highly treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources to decrease potable water use and protect the future of California's water supply. CWE designed a UV Treatment Train System that treats approximately 80 gallons per minute (gpm). A jack-and-bore approach was also designed and implemented to reduce construction disturbance within the street. Tasks included: developing a project study report; conducting a geotechnical investigation and utility search; preparing PS&Es; coordinating with the Los Angeles County Flood Control District (LACFCD); obtaining regulatory approvals from the California Coastal Commission (CCC), Department of State Architect (DSA), and the Los Angeles County Department of Public Health (DPH); performing public education and outreach; providing construction support; preparing a Sampling and Analysis Plan (SAP); assisting the City with report preparation; and designing educational signage.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**City of Torrance North Well Field Phase II Design** CWE

provided design services to the City of Torrance to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site located west of Yukon Elementary School in north Torrance. The Phase II design provided the City with final Plans, Specifications, and Estimates (PS&Es) for water and storm drain piping south of I-405 and connected to the existing City water and

County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch-diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for the California Department of Transportation (Caltrans) and Los Angeles County Flood Control District (LACFCD); performing a design survey and hydraulic analysis; and preparing PS&Es. CWE also provided bid and construction support for this project.

**Los Angeles County Department of Parks and Recreation Earvin Magic Johnson Park** CWE

provided conceptual design, schematic design, design development, construction documents and administration, plan checks, bidding, and as-built drawings for improvements to Earvin Magic Johnson Park and Ujima Village. The Earvin Magic Johnson Park used to serve a portion of the greater Los Angeles area with limited park facilities. The Phase 1 renovation included improvements to south lake area, including the

addition of a community center, a splash pad, playground facilities, and use of stored water for irrigation and lake water replenishment. CWE conducted a water and sewer study to assess the feasibility of bringing potable water from the existing water line, adding a line for fire hydrants, and delivering wastewater to the existing sewer system. CWE also conducted topographic surveys, hydrology study and drainage analysis, grading, utility search, and topographic mapping of the 113-acre park.

**City of Torrance Miscellaneous Water Main Replacements, I-153: 405/North High School Neighborhood** CWE

is currently providing civil engineering design services to replace miscellaneous water mains in the City of Torrance. The City is in the process of replacing existing cast iron water mains with ductile iron water mains in the North Torrance neighborhood bounded by the 405 Freeway and 176th Street, to the west by Prairie Avenue, to the south by 182nd Street and the east by Yukon Avenue.

Work includes the installation of approximately 9,100 linear feet of new water mains, valves, fire hydrants, services lines, meters, and the abandonment of the existing mains. CWE is preparing base maps, alignment alternatives, preliminary plans, 90% Plans, Specifications, and Estimates (PS&Es), and 100% PS&Es, as well as providing bid-ready construction documents and attending design phase meetings.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services



City of Rancho Palos Verdes Drain Point Repair The City of Rancho Palos Verdes completed a drain lining project in 2013, and during that project, numerous pipes were identified that required replacement or significant repairs before the lining could be implemented. CWE is currently providing design services on over 1,500 linear feet of replacement and repairs so future lining can be installed. CWE is designing these replacement and repairs for drains in 11 different locations. Additional tasks were added to protect downstream natural drainage courses from erosion that is causing

bank failures. Tasks include reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing Plans, Specifications, and Estimates (PS&Es) for each of the 11 project sites.



City of Agoura Hills Water Quality Master Plan CWE developed a Water Quality Master Plan to provide the City of Agoura Hills with a roadmap to direct implementation efforts, kick-start the planning and design of improvement projects, and prepared the City for available and upcoming funding opportunities. CWE developed a GIS-based inventory of existing water facilities and hydrologic characteristics, including drains. From that, we used a GIS geodatabase prepared by the Sanitation Districts of Los Angeles County as part of their Storm Drain Initiative (SDI) effort to develop

and maintain a complete GIS layer of water management infrastructure within Los Angeles County. The database includes catch basins, fittings, inlets, energy dissipaters, maintenance manholes, network structures, parkway drains, pump stations, channels, mains, lateral lines, easements, and miscellaneous structures among other attributes. Additional tasks included: evaluating the City's watershed impairments and reviewing water quality data, formalizing the City's minimum control measures and ordinances, developing the capital outlay program with associated costs, preparing a phased implementation plan, identifying grant funding opportunities, developing an infrastructure maintenance plan, documenting program goals, and compiling the information into a comprehensive Water Quality Master Plan.

2. Firm Introduction



Since our inception on January 1, 2006, **CWE's** (S Corporation) trusted civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. We have served over 150 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from our promise of **Creating a Better Tomorrow, Today.™**

Our award-winning industry leaders actively work to cultivate the engineering protégés and environmental stewards of tomorrow. We work tirelessly to bring the mastery, creativity, and commitment necessary to deliver forward-thinking results to enhance the communities we live, work, and play in, leaving them better for the next generation. This is the CWE standard.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

CWE has been recognized by the Zweig Group as a "Hot Firm" four times and a "Best Firm to Work For" five years in a row. These honors not only highlight CWE's significant business growth, but also reflect our growing staff's sense of purpose and happiness at CWE. We are eager to demonstrate how engaged employees with the same goal of **Creating a Better Tomorrow, Today.™** prompt clients to return, and show the City what benefits we can bring to your table and fulfill the civil engineering tasks you need. We are a Small Business Enterprise (SBE).

CWE staff have provided over 300 miles of conveyance infrastructure improvements and replacements for municipal clients throughout Southern California, including the Cities of Anaheim, Burbank, Claremont, Dana Point, El Monte, Fontana, Highland, Indio, Long Beach, Los Angeles, Moreno Valley, Rancho Palos Verdes, Riverside, Santa Monica, Torrance, and more. CWE has completed over 250 projects with less than 4% average in construction change orders. Our staff have also developed, assisted in the development of, and provided updates for more than 10 master plans of drainage, including the Port of Long Beach (POLB) Port-Wide Capital Improvement Stormwater Infrastructure Master Plan, Los Angeles Department of Water and Power (LADWP) Stormwater Capture Master Plan, San Bernardino County Stormwater Resources Plan, City of Visalia Public Facility Master Plans for Stormwater, City of Agoura Hills Water Quality Master Plan, and more.



2.1 List of Owners/Officers

Farooq Qureshi, Owner, Board of Directors
Katie Harrel, Owner, Board of Directors
Jason Pereira, Owner, President, and Secretary
Vik Bapna, Owner, Chief Executive Officer, and Chief Financial Officer

2.2 Management Philosophy

CWE implements project management through a combination of administrative steps and procedures to assure project scope and objectives are met on time and within budget. Project management elements are characterized by frequent communication with clients, project team coordination, decision documentation, and multi-step quality control. CWE will work with the project team to determine the best approaches to communication, working through design concerns, and providing timely responses. CWE has used this management program with great success on many projects of similar complexity and size. CWE has received numerous letters of commendation from satisfied clients attesting to the success of our project management program. Copies of these letters can be furnished upon request.

Coordination

Contract Manager, Katie Harrel will coordinate team activities and keep the City of San Fernando (City) informed of important progress and transmittals. We have found that a critical key to successful project completion is maintaining communication with the client to discuss progress, identify problems, assign priorities, implement solutions, and accept feedback. Coordination, coupled with progress meetings, avoids delays and ensures that projects are completed on schedule and within budget. We will communicate with the City as frequently as necessary to ensure that efforts for the project are



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

coordinated and moving forward on schedule. Resolving concerns and questions as quickly as possible will keep the project on schedule.

Project Scheduling

For each task order under this contract, we will develop and use comprehensive Microsoft Project schedules to regularly monitor progress and upcoming work items. This has proven successful in keeping track of forthcoming critical issues and decisions. We will keep the City apprised of planned work, project progress, and deliverables. We will notify the City of any critical issues and changes in the anticipated project progress and delivery of key tasks.

Budget Control

Two methods for maintaining budgetary control are frequent project accomplishment evaluations and periodic project expenditure monitoring. The CWE Contract Manager will regularly evaluate the project scope of work and the client's objectives to monitor and identify changes that may affect project costs. This approach has proven successful in reducing client costs and developing a clear time schedule for project delivery. CWE recognizes the need for project budget and progress tracking in order to minimize the risk of cost overruns or project deficiencies. Each week, our Contract Manager reviews individual task charges to ensure accuracy. Each month our Contract Manager receives project summary reports detailing hours charged and costs for that particular period and for the project to date. Our monthly invoices include hours and costs charged to the job for that month, and a summary that shows the amount spent to date and the budget remaining. They are accompanied by a project status report that shows tasks worked on for the month, their percent complete, and critical items for the tasks that remain to be resolved. Regular communication with City staff is always a high priority for our Contract and Project Managers to ensure surprises do not occur on the project.

Quality Assurance

CWE is responsible for delivering accurate and complete work products and will fulfill that responsibility through Quality Assurance Program implementation. Our Quality Assurance Program ensures that quality work products and services are delivered to our clients on a consistent basis. The Quality Assurance Program will be implemented and maintained throughout the contract duration on a task-by-task basis. This plan will establish the necessary processes to accomplish the following:

- The project is undertaken in accordance with good engineering practices that address all requirements.
- The documents, maps, models, reports, and other deliverables submitted to the City are independently checked and back-checked.
- A Document Control System is developed and maintained.
- Coordination is closely monitored.

Principal Vik Bapna will provide Quality Assurance/Quality Control (QA/QC) services. He will be responsible for performing quality control checks and managing the independent peer review process of completed deliverables. With 30 years of public agency engineering experience, he has the background and expertise to make sure all submittals are accurate, complete, and in compliance with all required standards.



City of San Fernando
 Proposal to Provide Water and Wastewater Engineering Services

3. Understanding of the Scope of Work

Condition and Engineering Assessment

Every day in communities across the United States millions of gallons of water are sent through complex underground pipe systems. These systems operate all day, every day, to convey various water types to treatment plants, basins, reservoirs, rivers and aqueducts, and contribute to a healthy environment for our families. One of the challenges of maintaining these collection systems is that so much of the process takes place underground, out of view. Most municipal systems are at least 60 years old, and many communities have assets that are older than 100 years.

Given the age of our systems, many communities and utilities are turning their attention to assessing the condition of their underground pipes and associated infrastructure. A Condition Assessment is an investment in these valuable community assets. It's also an investment in managing risk. Knowing the structural condition of your assets will allow you to avoid emergencies, prioritize repair and replacement projects, and plan for the future.

Condition assessment is an ongoing process (see figure at right). To assess the condition of a water pipe system, data and information are gathered through observation, direct inspection, investigation, and indirect monitoring and reporting. An analysis of the data and information helps determine structural and operational issues, and performance of the system. Condition assessment also includes failure analysis to determine the causes of infrastructure failures and to develop ways to prevent future breakdowns. Condition assessment enhances the ability of owners to make technically sound judgments regarding asset management. Some may presume that older pipe must be in poorer condition than newer pipe, which is not always the case. There are many examples showing 80-year-old pipe in excellent condition and 30-year-old pipe near failure. The only way to know for sure is to take a look – perform a condition assessment.



Knowing how your collection system really works will reveal maintenance and capacity issues before they become maintenance problems. Implementing a proactive program based on information and systematic assessment leads to preventive maintenance decisions, rather than reacting to emergencies, and removes some of the politics and second-guessing from decision-making.

Performing a condition assessment has a cost but being able to organize the assets of your system by maintenance and replacement needs is an essential step toward better management. A variety of methods have been developed for performing condition assessments, but they generally follow a similar



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

progression of steps: setting objectives for the condition assessment, identification of assets and available data, asset inspection, data analysis, and decision-making.

The first step when developing a condition assessment program is to determine what you want to achieve and how you want to use the program. Improved service, regulatory compliance, operation and maintenance ease, efficiency, risk management, and/or financial budgeting and forecasting, are among many goals of condition assessment programs. For many owners, identification of high-risk pipes or areas where a catastrophic failure could lead to extensive service disruptions and health, or environmental damage is a priority. A risk-based condition assessment program would focus on specific pipes and areas that present these types of risk.

The engineering assessment of the program should consider how the results of the condition assessment will be used to make decisions and achieve your goals. Key performance indicators (KPIs) - that will be used to determine progress - can be defined at this step. KPIs often focus on three categories: Service, Expenditure, and Investment. Preliminary objectives for performing a condition assessment could include understanding the structural condition, performance, and/or progression of deterioration (i.e., remaining service life) of the assets.

To support the engineering assessment of the City's water and sanitary sewer system, existing and future conditions, a study area will need to be defined. The study area will be analyzed to include land use and densities, existing land use conditions versus buildout conditions. We will use any available flow monitoring data to calibrate a hydraulic model. The hydraulic model development activities can include review of system data including Geographic Information System (GIS) mapping, Supervisory Control and Data Acquisition (SCADA), billing system statistics, sewer flow analysis and allocation, elevation extraction for the model facilities based on survey data, diurnal (daytime/nighttime) pattern assignments, and for the sanitary sewer system an analysis of dry- and wet-weather peaking factors. The calibrated hydraulic models can then be used to perform a comprehensive capacity analysis of the systems under current and future conditions.

Preparing Water and Sewer Master Plans

A Water and Sanitary Sewer System Master Plan provides the City with a tool for planning water and sanitary sewer collection system infrastructure improvements. The primary purpose of the Master Plans is to evaluate the capacity of the City's existing infrastructure under current conditions and plan for the capacity required by future conditions associated with anticipated development projects. To analyze the impacts of existing and future water and sewer flows, a numerical hydraulic model needs to be developed.

To fully assess existing conditions and plan for the future capacity needs of the system, future flow estimates should incorporate the changes in demand and flows that would be generated by anticipated development and the additional water that enters the sewer system from storm-related events, and losses from the aging water infrastructure.

Infrastructure Design

Once project infrastructure limits are defined, we will assist the City in developing preliminary design plans. This step will use the data from existing infrastructure plans and may include additional topographic survey and utility search. In areas with tight utilities, potholing may be necessary to locate



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

the horizontal and vertical alignment of the existing utilities. Design plans will be progressed further up to 100% plans. They will include title sheet, plan and profile, and connection and miscellaneous details. The project specifications will be developed to specifically relate to the project. Greenbook will be the basis of the project technical specifications. We will also develop an Engineer's Opinion of Probable Cost for the project which will include bid schedule, and quantities.

Bid Preparation and Analysis

CWE will assist the City in developing and sending out the bid documents. We normally call potential construction contractors to inform them of the project, and to encourage competition for the project. We will attend a pre-bid meeting and site walk for the Project to support the City in sharing key project information. CWE will respond to Requests for Information (RFIs) on the design plans and specifications. If any revisions are necessary to the plans to clarify the intent of the design, we will make those revisions to the plans and/or specifications. We will prepare responses to bidder's questions as they may relate to the design and contract. Once the bids are received, we will verify the contractors have met the minimum contract criteria including reference checks, and analyze the bids including verifying the quantities, unit costs, anomalies in costs and outliers in unit costs.

RFI and Project Submittal Reviews

CWE will review and respond to RFIs in line with the requirements outlined in the specifications. We will use standardized RFI response templates. These forms may include a summary of the RFI, date received, date responded to, and our response. Critical RFIs will be expedited upon request. CWE will log all RFIs and responses in a table that will be distributed to the contractor on a regular basis to confirm items requested have been responded to adequately.

Additionally, upon receipt of a Request for Change (RFC), CWE's construction team will review the Project documents to determine the merit of the request and create an independent cost estimate as a basis for negotiation. We will then work with the contractor to issue a reasonable cost or recommend the work be completed on a time and materials basis (T&M). We will use a standard form for our responses to maintain consistency. As with the submittals and RFIs, we will maintain a log of the RFCs submitted and responded to.

Construction Management and Inspection

Construction management service provides the City with effective management of the project's schedule, cost, quality, safety, scope, and function. As the Construction Manager (CM) we understand that we represent the City's interest and provides oversight over the entire project directly for the City.

In addition to managing the overall project timeline and inspections, our work will be critical to ensuring prevailing wage compliance, progress payments, scheduling, testing, punchlists, close out documents including as-builts.

As part of the prevailing wage compliance review, we will review the contractor's daily log of their personnel onsite (sign-in sheets), which will be reviewed against the inspector's records. Additionally, we

**City of San Fernando****Proposal to Provide Water and Wastewater Engineering Services**

will conduct interviews of the contractor staff for work performed and their pay status. We will verify all this against the Contractor's Certified Payroll Reports (CPRs).

For progress payments, CWE will track the work progress and develop our own measurements, and calculations for work completed. Progress payment requests from the contractor will be verified against their quantities and our quantities and come to an agreement on the completed work. The revised progress payment invoices will be forwarded to the City for recommending payments to the contractor.

CWE will analyze the contractor's baseline schedule, identify the critical path, and provide feedback as appropriate. We will review the three-week look ahead, and the schedule updates to monitor the Project progress, identify potential delays, and avoidance to ensure the contract days are met for the project.

We will attend the construction progress meetings to discuss construction updates, status of RFI and RFCs, review the three-week look ahead and plan accordingly for inspections and necessary testing. Project concerns will also be brought up and discussed at regular progress meetings. CWE will prepare meeting agendas and summaries.

CWE will continually review the contractors redlines and changes in the single set and ensure it is kept updated to all the changes that were incorporated in the field. This will assist in developing the final as-builts for the project. We will also lead the punchlist walk through of the project with the City and the contractor to correct and remedy deficiencies. Once the punchlist items have been addressed, CWE will request and review warranties, guarantees, Operation and Maintenance (O&M) manuals, as-built mark ups, charts, and other required documents as identified in the Project specifications. CWE will then recommend issuance of the final payment and deliver an electronic file containing Project documents to the City for their records. Documentation will include the RFIs, submittals, shop/working drawing reviews, RFCs, inspection reports, photographs, and more, as documented in the task descriptions above.

Inspections – CWE will provide and maintain sufficient staff to effectively inspect the project operations. Inspections will be performed to verify that the workmanship and quality of the contractor's work are to industry standards and in compliance with Project specifications. The contractor will be directed immediately to conform to the Project specifications for any observed deficiencies. We will also maintain photo documentation of daily activities, as we have found that having photo documentation can help settle claims and provide visual confirmation of the Project status.

CWE will monitor for conformance with plans, specifications, and other applicable laws and codes. CWE will meet with contractors onsite and review the work as it is carried out. No work that requires submittal approval and/or testing will be accepted until the necessary approvals are obtained. The onsite inspector will log activities each workday and quickly notify the City of issues as they become apparent.

The CWE inspection team will develop and maintain strict inspection diaries to document work progress, labor and equipment utilized, issues encountered, direction given to the contractor, safety violations, and other items of concern. Inspection diaries will include the names of each contractor's personnel onsite that day. Coordination with impacted parties (such as utility companies, school, and local residents) and public notification and outreach will take place as needed for each project.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services



4. CWE Personnel

CWE's principals got their start in the industry as Watershed Managers for the LACPW and LACFCD in the early 1990s. During their combined 30-year tenure, they noticed a disturbing trend of highly qualified key personnel being interviewed for contracts but losing all communication with them once the contract was officially awarded. CWE does not believe in unacceptable "bait-and-switch" techniques larger firms sometimes use to secure contracts, leaving their clients to deal with personnel with whom they have no familiarity. With CWE, who you see is who you get! Our Project Manager will select the team members with the most relevant experience to staff Task Orders under this on-call contract from the exceptional resources presented herein.

4.1 Meet Your Contract Manager



Katie Harrel
PE, ENV SP, QSD
Contract Manager

Katie Harrel, PE, ENV SP, QSD | Katie is a talented engineer with nine years of experience in the management, feasibility assessment, and design of award-winning Best Management Practices (BMP) projects. She effectively coordinates with clients, permittees, subconsultants, and project staff to ensure project completion on strict budgets and deadlines. Her duties have included developing master planning concepts, designing urban runoff treatment and control facilities, preparing pollution prevention assessments and reports, performing stormwater compliance inspections, performing water quality monitoring, conducting hydrology and hydraulic studies, modeling hydrology and hydraulic conditions, conducting utility research, traffic control planning, and obtaining required permitting. She has extensive experience coordinating with project staff to ensure project completion.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

4.2 Qualifications at a Glance

The table below illustrates, at a glance, which of our personnel have provided services on the projects contained in **Section 1. Statement of Qualifications**.

Personnel	Years of Experience	Visalia Public Facility Master Plans for Stormwater and Sanitary Sewer Collection	Santa Monica Annual Water Main Replacement Program	LACPW Review of the Tract 50385 Agua Dulce Wastewater Treatment Plant Conceptual Report	USBIA Fort Peck Rural Water System	USACE Dulzura Brown Field Border Patrol Station	Glendora Water System Modeling for Tract 45858	POLB Port-Wide Capital Improvement Water Infrastructure Master Plan	Santa Monica Los Amigos Park Water Harvesting and Direct Use Demonstration	Torrance North Well Field Phase II Design	LACDPR Earvin Magic Johnson Park	Torrance Miscellaneous Water Main Replacements, I-153: 405/North High School Neighborhood	Rancho Palos Verdes Drain Point Repair
Bill Young	40												
Vik Bapna	30												
Katie Harrel	9												
Larry Tortuya	20												
Steve Bell	16												
Dr. Kayla Kilgo	10												
Tammy Takigawa	6												
Chris Pendroy	27												
Mike Nguyen	16												
Alexis Mascarinas	5												

4.3 Resumes of Key Personnel

Resumes of our Key Personnel are provided on the following pages. Additional staff resumes are available upon request.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Katie Harrel, PE, ENV SP, QSD**

Katie Harrel is a talented engineer with nine years of experience in the management, feasibility assessment, and design of award-winning BMP projects. She effectively coordinates with clients, permittees, subconsultants, and project staff to ensure project completion on strict budgets and deadlines. Her duties have included developing master planning concepts, designing urban runoff treatment and control facilities, preparing pollution prevention assessments and reports, performing stormwater compliance inspections, performing water quality monitoring, conducting hydrology and hydraulic studies, modeling hydrology and hydraulic conditions, conducting utility research, traffic control planning, and obtaining required permitting. She has extensive experience coordinating with project staff to ensure project completion. Additionally, Katie has extensive experience assisting public agencies with complex grant applications as high as \$17 million.

RELEVANT EXPERIENCE

City of Agoura Hills Water Quality Master Plan Assistant Engineer for the development of a document to provide the City with a roadmap to direct implementation efforts and kick-start the planning and design of stormwater improvement projects and prepare them for available and upcoming funding opportunities. Tasks included: development of a GIS-based inventory of existing stormwater facilities and hydrologic characteristics; preparation of a drainage atlas from the GIS data; an evaluation of stormwater regulations and their impacts on the City; an evaluation of stormwater problems in Agoura Hills; developing solutions to these stormwater problems; identifying future stormwater capital facility opportunities; developing a phased implementation plan; identifying grant funding opportunities for stormwater improvements; developing an infrastructure maintenance plan; documenting stormwater program goals; and compiling the gathered information into a comprehensive Water Quality Master Plan.

City of Visalia Development of Citywide Stormwater Management Plan Project Engineer for the preparation of a citywide Stormwater Management Plan as outlined by the SWRCB Phase II Small MS4 General Permit for stormwater discharges. The 2013 Phase II Small MS4 General Permit identifies permit requirements, including program management, public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control,

**Years of Experience**

9

Education

MS, Civil Engineering, 2015,
California State University,
Long Beach

BS, Civil Engineering, 2013,
California State University,
Long Beach

Registrations

Civil Engineer, CA, 85752

Envision™ Sustainability
Professional Credential,
23336

Qualified SWPPP Developer,
C85752

Awards and Recognition

Civil + Structural magazine,
"Rising Star," 2018

Orange County Engineering
Council, "Young Engineer
Award," 2015

Storm Water Solutions

**City of San Fernando****Proposal to Provide Water and Wastewater Engineering Services**

pollution prevention/good housekeeping for the Permittee Operations Program, post-construction stormwater management, water quality monitoring, program effectiveness assessment and improvement, TMDL compliance, and an annual reporting program. Tasks include: preparing a Stormwater Management Plan and documenting implementation progress and program effectiveness, facilitating public participation during plan development, and preparing a five-year estimate of financial and staffing needs for plan implementation.

City of Santa Monica Annual Water Main Replacement Program Project Engineer for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

City of Rancho Palos Verdes Storm Drain Point Repair Assistant Project Manager for design services provided to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring significant repairs before lining could be completed. Designed repairs for storm drains in seven different locations. Tasks managed included: reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites; performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each project site.

City of Santa Monica Los Amigos Park Stormwater Harvesting and Direct Use

Demonstration Katie provided design for a demonstration project that tapped into an existing storm drain line running along a school athletic field and Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Tasks included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, construction support, preparing a SAP, assisting the City in report preparation, and designing educational signage. This project was the recipient of the 2017 CASQA Outstanding Stormwater Sustainability Project, ASCE Outstanding Small Project, and the Storm Water Solutions magazine Top Stormwater and Erosion Control Project Awards.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Vik Bapna, PE, ENV SP, CPSWQ, QSD/P**

Vik Bapna is an award-winning civil engineer with 30 years of experience in the planning, design, and construction of more than \$250 million worth of civil engineering projects, ranging from single-lot developments to regional stormwater best management practice (BMP) projects with multiple stakeholders. His experience includes developing multi-benefit water quality enhancement projects, developing multiuse projects to infiltrate urban and stormwater runoff, designing structural treatment control BMPs, and developing project concepts. Vik was responsible for developing the first urban watershed plan that addressed flood protection, water quality enhancements, creation of open space and recreational opportunities, and habitat enhancements.

RELEVANT EXPERIENCE**City of San Fernando Regional Park Infiltration Project**

Project Manager for design services for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks managed included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

US Bureau of Indian Affairs Fort Peck Reservation Rural Water System Principal-in-Charge for the examination, analysis, and assessment of costs associated with the operation and maintenance (O&M) program for the Fort Peck Reservation Rural Water System. Tasks included: examination of the Missouri River intake pumping plant location, approximate locations of the raw intake water pipeline to the treatment plant, and the treatment plant facility located four (4) miles from the intake structure; review of engineering drawings and reports; field visits; review of applicable statutes; regulatory guidance; and preparation of a final report to determine the extent of the water project undertaking,

**Years of Experience**

30

Education

BS, Civil Engineering, 1991,
New Jersey Institute of
Technology

Registrations

Civil Engineer, CA, 52060

Envision™ Sustainability
Professional Credential,
18196

Certified Professional in
Storm Water Quality, 543

Qualified SWPPP Developer/
Practitioner, 368

Awards and Recognition

Orange County Engineering
Council, "Outstanding
Engineering Merit Award,"
2015



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

expected work required to operate and maintain the facility, associated costs and offsets, and ensuring that the system is operating pursuant to statutory limitations.

City of Glendora Water System Modeling for Tract 45858 Principal-in-Charge tasked to study Zone 13 pipe network with the addition of new infrastructure (pumps, pipe, and reservoirs) to be constructed by a residential land development project as part of the City's Sewer Master Plan update. Tasks included reviewing plans and collecting relevant information; developing a hydraulic model of the Tract 45858 water system and portions of the existing system, including Zone 3 and Zone 13 mainlines, hydrants, a Zone 13 booster pump station, Zone 13 reservoirs, Zone 14 pumps, and a hydropneumatic tank; preparing hydraulic model runs for various scenarios; submitting hydraulic models runs for City review; and preparing a final report of the analysis' purpose, basis of the model input data, model run output data, and a discussion of recommended water system modifications to meet system performance requirements.

City of Agoura Hills Water Quality Master Plan Project Manager for the development of a document to provide the City with a roadmap to direct implementation efforts and kick-start the planning and design of stormwater improvement projects and prepare them for available and upcoming funding opportunities. Tasks involved included: development of a Geographic Information System (GIS)-based inventory of existing stormwater facilities and hydrologic characteristics; preparation of a drainage atlas from the GIS data; an evaluation of stormwater regulations and their impacts on the City; an evaluation of stormwater problems in Agoura Hills; developing solutions to these stormwater problems; identifying future stormwater capital facility opportunities; developing a phased implementation plan; identifying grant funding opportunities for stormwater improvements; developing an infrastructure maintenance plan; documenting stormwater program goals; and compiling the gathered information into a comprehensive Water Quality Master Plan.

Los Angeles Department of Water and Power Stormwater Capture Master Plan This project was the recipient of the 2015 American Academy of Environmental Engineers and Scientists (AAEES) Operations and Management Grand Prize for Excellence in Environmental Engineering and Science award. Principal-in-Charge for the development of a Stormwater Capture Master Plan (SCMP) for the Los Angeles Department of Water and Power (LADWP). The Master Plan investigated and created strategies for implementation of stormwater capture and watershed management programs and projects within the City of Los Angeles. It also evaluated the multi-beneficial aspects of increasing stormwater capture, including potential open space alternatives, improved downstream water quality, and peak flow attenuation in downstream channels, creeks, streams, and rivers, including the Los Angeles River. Tasks included: project coordination, data collection, existing conditions analysis (stormwater capture facilities, projects, and programs), coordination with LADWP and stakeholders, quantifying stormwater capture potential by individual watershed, quantifying maximum stormwater capture citywide, developing potential stormwater capture alternatives, public outreach, and developing an implementation strategy and Final SCMP.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Bill Young, PE**

Bill Young is a respected leader in the California civil engineering community, with 40 years of experience managing large and small design projects from conceptualization and design through construction. Bill's experience covers a diverse range of community improvement projects, involving parking lot, street, curb, and gutter repairs and improvements; highway design; pavement rehabilitation design, including pervious pavement and interlocking pavers; bioswales and bioretention systems; stormwater BMPs; flood control infrastructure; and irrigation lines. He also has experience obtaining all necessary permits for these projects. His career experience includes three years of field survey, including field topography, boundary, construction staking, and as-built verification for utilities and flood control projects.

**Years of Experience**

40

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona

RELEVANT EXPERIENCE**Port of Long Beach Port-Wide Capital Improvement Stormwater Infrastructure Master Plan**

Task Manager for the development of a Stormwater Master Plan for the POLB's 1,490-acre stormwater system, which includes 35 miles of storm drain, 268 manholes, 334 inlets, and 15 pump stations. The purpose of this document is to guide and prioritize planning and capital improvements for the POLB's stormwater system, enhance water quality, and ensure adequate capacity for the next 20 years. Services provided included performing drainage studies, creating a hydrologic and hydraulic model that covers the POLB drainage infrastructure both within and outside of Harbor Districts, and providing QA/QC auditing services.

US Army Corps of Engineers Dulzura Brown Field Border Patrol Station Project Manager providing design services to the USACE Dulzura Brown Field Border Patrol Station. The ultimate design of the station includes facilities for 600 agents and 130 detainees. Tasks managed include: preparing Caltrans format improvement plans for the frontage road along Highway 94; designing improvement plans for the installation of the water well pump, mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site SWPPP; preparing on-site sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. Also included testing water quality to assure potable water meets or exceeds San Diego County and State of California water quality standards.

City of San Fernando Regional Park Infiltration Design Lead for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Rancho Palos Verdes Storm Drain Point Repair Project Manager providing design services to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring replacement or significant repairs before lining could be completed. Tasks include: replacement or repair design for over 1,500 feet of storm drains in 11 different locations, drainage course bank revetment, reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each of the 11 project sites.

City of Torrance North Well Field Phase II Project Manager for design services provided to the City of Torrance for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site, located west of Yukon Elementary School in North Torrance. Phase I of the North Torrance Well Field project was recently completed. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; preparing PS&Es; and providing bid and construction support.

City of Santa Monica Annual Water Main Replacement Program Project Manager for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks managed included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Larry Tortuya, PE, ENV SP, CFM, QSD/P**

Larry Tortuya has been providing comprehensive stormwater management engineering services throughout the state of California and other similar services for almost two decades. He has worked as part of a collaborative design team creating PS&Es, flood plain management studies, and writing hydrology and hydraulics reports for both the public and private sectors. Larry is responsible for the planning, execution and coordinating design of stormwater-related improvements, including grading, traffic control, water quality design as well as construction support. He is proficient in modeling programs, including XP-SWMM, AES, HS8, HEC-RAS, HEC-1, HEC-12, Visual Urban, Flow Master, WSPG/W, MORA, Storm, ArcGIS, AutoCAD, Civil 3D, and Micro-station.

RELEVANT EXPERIENCE**City of Anaheim Regional BMP Sewer Line Retrofit**

Feasibility Study Task Manager for evaluating the retrofit of this sewer line to be used as a regional BMP for stormwater storage and treatment via infiltration. The City evaluated the feasibility and effectiveness of utilizing an existing sanitary sewer pipe as a regional BMP system for compliance with the Santa Ana Region MS4 Permit. The supplied stormwater is diverted from an existing system owned by OCPW. The project includes the evaluation of a design that will comply with treatment control criteria set forth in the NPDES Permit language. Tasks included oversight of watershed evaluation, determining design capture volume, feasibility assessment, and production of a TM.

Lytle Creek Developments Lytle Creek North Drainage and Water Quality Improvement Plans

Design Engineer for the design of the backbone drain infrastructure, water quality facilities design, and offsite drainage improvements for a 500-acre residential and commercial development. Water quality features of this project included the preparation of a WQMP, analysis and treatment design of four infiltration basins, and two dry-weather flow wetland facilities, and the preparation of an O&M manual for all water quality features. Analyses for the project included determination of the site water quality design flows, expected dry-weather flows, and on-site and offsite hydrology.

City of Irvine Lower Peters Canyon Street and Flood Control Improvements Drainage Lead Design Engineer responsible for the design of regional drainage facilities. The work included the preparation of PS&Es for the local drainage improvements associated with over one mile of the flood control channel from Barranca Parkway to the Metro Link crossing. Regional flood control improvements included development of PS&Es for over 9,000 feet of channel improvements to the Peters Canyon

**Years of Experience**

20

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona

Registrations

Civil Engineer, CA, 71502

Envision™ Sustainability
Professional Credential,
22637

Certified Floodplain Manager,
US-17-09965

Qualified SWPPP Developer/
Practitioner, 27544



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

Channel. The Peter's Canyon Channel plans included the development of bike path under crossings at one existing bridge and one proposed bridge.

City of Midway City Street and Drain Improvements Project Engineer for the preparation of plans and estimates for the Midway City Street and Drain Improvements. The work included approximately 4.6 miles of street rehabilitation and storm drain facilities, located within a drainage area of approximately 218 acres within the County of Orange. Ultimate design provides for 1.2 miles of a main line drain construction that outlets into the C05S05 Edinger Channel facility.

Laguna Woods Village Third Mutual Drain Replacement Assistant Project Manager for providing design services for the improvements to an existing regional backbone drainage facility. The project included coordination across multiple disciplines including transportation, structures, land development, and water resources. Tasks included overseeing the production of the design plans, and coordination of submittals for the overall project plans, interaction with the client, and fulfilling the need for alternative design concepts in order to reduce construction costs and still make construction schedules, and coordination of administration processing of permit applications with local agencies.

City of Anaheim Regional BMP Sewer Line Retrofit Feasibility Study Task Manager for evaluating the retrofit of this sewer line to be used as a regional BMP for stormwater storage and treatment via infiltration. The City evaluated the feasibility and effectiveness of utilizing an existing sanitary sewer pipe as a regional BMP system for compliance with the Santa Ana Region MS4 Permit. The supplied stormwater is diverted from an existing system owned by OCPW. The project includes the evaluation of a design that will comply with treatment control criteria set forth in the NPDES Permit language. Tasks included oversight of watershed evaluation, determining design capture volume, feasibility assessment, and production of a TM

San Gabriel Valley Council of Governments Rio Hondo Load Reduction Strategy

Preliminary Engineering and Final Design Technical Lead for preparing a feasibility assessment along with preliminary design for three diversion locations within Rio Hondo Los Angeles River watershed in compliance with the MS4 Permit requirements. The three diversion areas include Alhambra Wash, Eaton Wash, and Rubio Wash. Tasks include: coordination with the LACSD to verify discharge allowed to the sanitary sewers in the area, detailed flow analysis and coordination with the LACSD and watermaster, environmental evaluation and documentation, site field investigation, topographic survey for each site, utility search to identify existing or planned utility conflicts, geotechnical evaluation to identify soil characteristics and infiltration capacity for each site, permits and easement evaluation, preliminary operations and maintenance, and preparation of a feasibility assessment report and preliminary design plans.

City of Culver City Washington Boulevard P3 Urban Runoff Diversion QA/QC Support for assisting with the design of a diversion system to capture stormwater and urban runoff from a drainage area of approximately 40 acres for the City of Culver City. The project is located on Washington Boulevard near Walnut Avenue at the City boundary. The drainage area is comprised of commercial and residential land uses completely within the City boundaries. The system captures approximately 122,000 cubic feet of stormwater runoff. Tasks included: review of the Geotechnical Investigation Report and Percolation Test Results, developing project concepts for diversion and bio-filtration systems, conducting an environmental study, performing hydrologic and hydraulic analyses and preparing a report, coordinating with the LACPW, performing a topographic survey, conducting a utility search for the project site to identify existing or planned future utility conflicts along the proposed project components, preparing PS&Es, providing community outreach support, and providing construction support services.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Steve Bell, PE, ENV SP, CFM, QSD**

Steven Bell is a professional civil engineer with a specialization in water resource engineering. He has over 16 years of professional experience performing hydrologic and hydraulic analyses, flood mapping and drainage reports. He has prepared reports on behalf of private, state, local, and tribal clients in order to achieve compliance with regulations. In addition, Steven has developed plans for reconstruction of roadways and stormwater conveyance facilities for several municipalities in Oklahoma.

RELEVANT EXPERIENCE**City of Visalia Development and Implementation of Citywide Stormwater Management Plan**

Senior Engineer for the preparation of a citywide Stormwater Management Plan as outlined by the SWRCB Phase II Small MS4 General Permit for stormwater discharges. The 2013 Phase II Small MS4 General Permit identifies permit requirements, including program management, public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control, pollution prevention/good housekeeping for the Permittee Operations Program, post-construction stormwater management, water quality monitoring, program effectiveness assessment and improvement, TMDL compliance, and an annual reporting program. Tasks performed include providing GIS for drainage areas based on storm drains; converting files into SWMM, XP-SWMM, and EPA-SWMM; and reviewing the MS4 Phase II permit for Central Valley as it would pertain to post-construction.

Los Angeles County Department of Parks and Recreation Earvin Magic Johnson Park

Senior Engineer for conceptual design, schematic design, design development, construction documents and administration, plan checks, bidding, and as-built drawings for improvements to the 113-acre Earvin Magic Johnson Park and Ujima Village. The Earvin Magic Johnson Park serves a portion of the greater Los Angeles area with limited park facilities. The LACDPR plans to renovate the facility. The renovation includes improvements to south lake area, including the addition of a community center, a splash pad, playground facilities, and use of stormwater for irrigation and lake water replenishment. A water and sewer study was conducted to assess the feasibility of bringing potable water from the existing water line, adding a line for fire hydrants, and delivering waste water to the existing water system. Tasks performed include drafting street improvement plans, providing hydraulic revisions and conducting a drainage analysis.

**Years of Experience**

16

Education

MS, Civil Engineering, 2006,
University of Oklahoma

BS, Civil Engineering, 2004,
University of Oklahoma

Registrations

Civil Engineer, CA, 81531

Civil Engineer, OK, 24571

Envision™ Sustainability
Professional Credential,
30283

Certified Floodplain Manager,
US-19-11240



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

City of Santa Monica Annual Water Main Replacement Program Senior Engineer for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations. Tasks included performing hydrologic and hydraulic calculations, producing documentation to procure a connection permit on behalf of the City from LACFCD, and communicating with LACFCD to acquire the permit. Additional tasks included utility research, potholing, and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; and obtaining all other necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final drawings.

City of Santa Monica Engineering Design Street and Storm Drain Improvements Senior Engineer for providing bid and construction support for street and storm drain design improvements at three different intersections in the City of Santa Monica. Montana Avenue at 7th Street caused safety concerns and required driveway entrance and catch basin modification. Montana Avenue at 25th Street caused temporary flooding and required the installation of a street drain or catch basin. San Vicente at 7th Street didn't allow for proper drainage and required the replacement of an existing corrugated metal pipe. Additionally, two small existing catch basins on 25th Street were designed to hold more storage space. Tasks performed included revising design plans per LACFCD comments. Additional tasks included preparing agendas and summaries for project meetings, conducting right-of-way research, topographical surveying, conducting hydrology studies, performing a hydraulic analysis, preparing an Engineer's Estimate, preparing contract specifications, and processing necessary permits.

City of San Fernando Regional Park Infiltration Hydrology and Hydraulics Support for preparing hydrologic and hydraulic studies for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400 acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. Additional tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining LACFCD connection permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Culver City Mesmer Low-Flow Diversion Steve developed a hydrology and hydraulics technical memo, calculated hydraulic conditions for Centinela Creek, and developed an executive summary for structural analysis for a 408 permit for design of a low-flow diversion as part of the TSO associated with the Ballona Creek Bacteria TMDL. The project involves an in-stream diversion from Centinela Creek, which conveys flows to a one-million-gallon-per-day pump station. The pump station discharges flows into the Mesmer sewage lift station and ultimately to Hyperion Treatment Plant for treatment. This water quality project reduces discharges to Ballona Creek and assists in complying with local TMDLs. Assisted the City in the obtainment of a connection permit LACFCD, and a Section 408 permit from USACE, which involves the development of a 2-dimensional HEC-RAS model of the existing and proposed conditions.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Kayla Kilgo, PhD, PE, ENV SP**

Dr. Kayla Kilgo has ten years of professional experience modeling riverine systems using software, such as HEC-HMS and HEC-RAS, for floodplain management. Kayla is currently providing calculations for the City of Los Angeles LA River Bikeway and Greenway project, which converts an existing 12-mile-long maintenance road along the Los Angeles River into a greenway, which includes a Class I Bicycle Path. Her additional experience includes assisting with Environmental Site Assessments (ESAs), drafting site-specific drawings for environmental compliance documents, and writing environmental permits, compliance reports, and BMP plans.

RELEVANT EXPERIENCE**City of Visalia Public Facility Master Plans for Stormwater and Sanitary Sewer Collection**

Hydrology and Hydraulics Support assisting with Stormwater Master Plan updates to meet the City's General Plan policies. The update will minimize storm water runoff and volumes, control water pollution, and maximize groundwater recharge covering approximately 38 square miles. Tasks include: review of existing data and collection of new data; model development and analysis using EPA SWMM; waterways modeling and analysis using HEC-RAS; evaluation of retention basins, pumps, and discharge pipe modeling and analysis, preparation of a master plan based on the results; and evaluation of floodplains and the Community Rating System.

Coachella Valley Water District Drain Flow Monitoring Network Assessment Staff Engineer performing a drain flow monitoring network assessment for the Coachella Valley Water District (CVWD). CWE performed thorough evaluations of both readily available data from CVWD as well as reviewing the information collected from the site visits. A draft technical memorandum was prepared and presented to CVWD summarizing the existing drain conditions, flow measurement methods, potential solutions at each location, rough cost estimates for these potential solutions, as well as recommendations for flow measurements at each drain. Kayla's role on the project included performing field assessments of the current drainage ditch system and evaluating it for opportunities to add gauges and improve flow data quality for the ditches, as well as serving as a primary author of the technical memorandum.

City of Los Angeles Los Angeles River Bikeway and Greenway Staff Engineer for design services provided to the City of Los Angeles Bureau of Engineering for design of stormwater conservation and water quality BMP facilities for 12-miles of bike path and greenway along the Los Angeles River. Tasks include: conducting feasibility and conceptual studies to identify opportunity sites, providing preliminary concepts, and providing water quality quantification for capture and reuse.

**Years of Experience**

10

Education

PhD, Environmental Engineering and Science, 2018, Clemson University

MS, Environmental Engineering, 2012, University of Alabama

BS, Civil Engineering, 2011, University of Alabama

Registrations

Civil Engineer, CA, 92094
Envision™ Sustainability Professional Credential, 30368

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

City of Torrance Beach Cities Green Streets Hydrology Support for the development of green streets in the Beach Cities of Torrance, Redondo Beach, Hermosa Beach, and Manhattan Beach to capture runoff generated from the 85th percentile storm event so that it doesn't reach the surf zone, as identified in the Beach Cities Enhanced Watershed Management Plan. The project will collect stormwater from over 200 acres that generate runoff, reduce the volume of runoff, and filter out trash from entering the Herondo and 28th Street storm drains from the four Beach Cities. A variety of BMPs, including porous pavement; catch basin trash screens; biofiltration/bioretenion systems; natural systems such as vegetated curb extensions, planters, swales, and rain gardens; and drywells are being designed to intercept, filter, and retain runoff between various locations. This project addresses water quality issues in the Santa Monica Bay, including TMDLs for dry- and wet-weather bacteria, nearshore and offshore debris, and toxic chemicals such as DDT and PCB that often result in beach closures. Tasks include project management; preliminary and final design PS&Es; research, data collection, and analysis of utility and street plans, GIS data, Beach Cities RAA and CIMP data, City-specific templates and plan sets, and stakeholder organizations; community outreach; geotechnical exploration; topographic survey; utility search and potholing; hydrologic analyses; permitting and preparing an IS/MND in accordance with CEQA; dry- and wet-weather monitoring and maintenance that includes an MRP and QAPP; and providing engineering support during bid and construction phases.

San Gabriel Valley Council of Governments Rio Hondo Load Reduction Strategy

Preliminary Engineering and Final Design Services Assistant Engineer preparing a feasibility assessment and preliminary design for three diversion locations within Rio Hondo Los Angeles River watershed in compliance with the Municipal Separate Storm Sewer (MS4) Permit requirements. The three diversion areas include Alhambra Wash, Eaton Wash, and Rubio Wash. Tasks include: coordination with the Los Angeles County Sanitation Districts (LACSD) to verify discharge allowed to the sanitary sewers in the area, detailed flow analysis and coordination with the LACSD and watermaster, environmental evaluation and documentation, site field investigation, topographic survey for each site, utility search to identify existing or planned utility conflicts, geotechnical evaluation for each site, permits and easement evaluation, preliminary operations and maintenance, and preparation of a feasibility assessment report and preliminary design plans.

Water Replenishment District of Southern California Zone 1 Ditch Evaluation and

Condition Assessment Staff Engineer providing an evaluation and condition assessment of WRD's Zone 1 Ditch, located within the Whittier Narrows Flood Control Basin in Los Angeles County, for the purpose of restoring flows westward to join the Rio Hondo that are critical to water conservation operations. Zone 1 Ditch conveys stored stormwater and imported water deliveries to the Central Basin recharge facilities when functioning as intended. However, scour has led to the formation of a large depression, which prevents the transfer of water under Rosemead Boulevard to the Rio Hondo. An inspection was conducted to evaluate the current condition of Zone 1 Ditch and recommendations to restore water flows to the Rio Hondo were provided. Relevant regulations, permitting, and potential stakeholders were reviewed as part of the project. Tasks performed include a field inspection to evaluate the current condition of Zone 1 Ditch using a rating system and documenting findings in tech memo, estimating annual losses due to evaporation and seepage, and preparing cost estimates for recommended solutions.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Tammy Takigawa, PE, ENV SP, QSD/P**

Tammy Takigawa is a professional engineer and has been involved with a variety of civil design, water resources, and stormwater management projects. She has conducted thorough research on several projects for local municipalities, which involved compiling data and records related to utilities, hydrology and hydraulics, existing facility plans, and water quality. Tammy's duties include utilities research, BMP design, LID planning and implementation, permitting, stormwater compliance, and feasibility assessments.

RELEVANT EXPERIENCE

City of San Fernando Regional Park Infiltration Project Engineer for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Visalia Citywide Stormwater Management Plan Development Project Engineer for the preparation of a citywide Stormwater Management Plan as outlined by the SWRCB Phase II Small MS4 General Permit for stormwater discharges. The 2013 Phase II Small MS4 General Permit identifies permit requirements, including program management, public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control, pollution prevention/good housekeeping for the Permittee Operations Program, post-construction stormwater management, water quality monitoring, program effectiveness assessment and improvement, TMDL compliance, and an annual reporting program. Tasks include: preparing a Stormwater Management Plan and documenting implementation progress and program effectiveness, facilitating public participation during plan development, and preparing a five-year estimate of financial and staffing needs for plan implementation.

**Years of Experience**

6

Education

BS, Civil Engineering, 2015,
California State University,
Long Beach

Registrations

Civil Engineer, CA, 92021

Envision™ Sustainability
Professional Credential,
21840

Qualified SWPPP Developer/
Practitioner, 27889

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

City of Santa Monica Los Amigos Park Stormwater Harvesting and Direct Use This project was the recipient of the 2017 California Stormwater Quality Association (CASQA) Outstanding Stormwater Sustainability Project, ASCE Outstanding Small Project, and the Storm Water Solutions Top Stormwater and Erosion Control Project Awards. Assistant Engineer for the design of a demonstration project that tapped into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Tasks performed included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, construction support, preparing a Sampling and Analysis Plan, assisting the City in report preparation, and designing educational signage.

City of Santa Monica Engineering Design Street and Drain Improvements Assistant Engineer for providing engineering design services for street and drain improvements at three different intersections in the City of Santa Monica. Montana Avenue at 7th Street caused safety concerns and required driveway entrance and catch basin modification. Montana Avenue at 25th Street caused temporary flooding and required the installation of a street drain or catch basin. San Vicente at 7th Street didn't allow for proper drainage and required the replacement of an existing corrugated metal pipe. Additionally, two small existing catch basins on 25th Street were designed to hold more storage space. Tasks included: preparing agendas and summaries for project meetings, conducting right-of-way research, topographical surveying, conducting hydrology studies, providing design services necessary to complete construction drawings, performing a hydraulic analysis, preparing an Engineer's Estimate, preparing contract specifications, and processing necessary permits.

City of Rancho Palos Verdes Storm Drain Point Repair Engineer for the repair of storm drains in 11 different locations for the City of Rancho Palos Verdes Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring significant repairs before lining could be completed. Tasks include: reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites; performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing Plans, Specifications, and Estimates (PS&Es) for each of the 11 project sites.

City of Beverly Hills Burton Way Median Green Street Project Engineer for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Bacteria and Metals TMDLs. Runoff from 248 acres will be used for median irrigation, reducing the need for potable water and there will be up to eight acre-feet of stormwater storage beneath the median. The multi-benefit design incorporates walking trails, public art displays, and an aesthetically pleasing landscape. The project will capture 87 acre-feet of runoff annually, enhance water quality, reduce flooding impacts, and provide a beautiful, tranquil community space that provides public education and increases stormwater quality and water conservation awareness. It is anticipated that the project will reduce potable water use by approximately 1.25 million gallons per year.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Chris Pendroy, ENV SP, CPSWQ, QSD/P**

Chris Pendroy is experienced in inspecting numerous capital improvement projects in order to verify compliance with construction plans, specifications, and regulatory requirements. His expertise includes conducting field visits and job walks, completing structural calculations, managing utility coordination and research, developing improvement plans, and coordinating with local residents, municipalities, and staff to ensure successful project completion. Chris' duties include conducting post-construction BMP inspections, QSP inspections, SWPPP development reviews, preparing plans for complex BMP infrastructure, gathering data and preparing stormwater master plans, and assisting clients with regulatory compliance.

RELEVANT EXPERIENCE

City of Agoura Hills Water Quality Master Plan Senior Engineer for the development of a Water Quality Master Plan to provide the City of Agoura Hills with a roadmap to direct implementation efforts and kick-start the planning and design of stormwater improvement projects and prepare them for available and upcoming funding opportunities. Tasks involved in the preparation of the Water Quality Master Plan include development of a GIS-based inventory of existing stormwater facilities and hydrologic characteristics; preparation of a drainage atlas from the GIS data; an evaluation of stormwater regulations and their impacts on the City; an evaluation of stormwater problems in Agoura Hills; developing solutions to these stormwater problems; identifying future stormwater capital facility opportunities, such as conveyance and treatment systems; developing a phased implementation plan; identifying grant funding opportunities for stormwater improvements; developing an infrastructure maintenance plan; documenting stormwater program goals; and compiling the gathered information into a comprehensive Water Quality Master Plan.

City of San Fernando Regional Park Infiltration Project Senior Engineer for design services for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape

**Years of Experience**

27

Education

MS, Civil & Environmental Engineering, 1994,
University of California, Irvine

BS, Civil Engineering, 1992,
University of California, Irvine

Registrations

Envision™ Sustainability
Professional Credential,
14225

Certified Professional in
Stormwater Quality, 93

Qualified SWPPP Developer
and Practitioner, CA, 24503

**City of San Fernando****Proposal to Provide Water and Wastewater Engineering Services**

and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Torrance North Well Field Phase II Storm Drain Senior Engineer for design services for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site, located west of Yukon Elementary School in north Torrance. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe, data gathering, utility research, permit processing for Caltrans and the LACFCD, obtaining DSA approvals, performing a design survey and hydraulic analysis, and preparing PS&Es.

City of Santa Monica Los Amigos Park Storm Drain Runoff Harvesting and Direct Use Demonstration This project was the recipient of awards from the ASCE, CASQA, and *Storm Water Solutions* magazine. Senior Engineer providing construction support for the design of a demonstration project that tapped into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated non-potable water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Other tasks performed included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, preparing a SAP, assisting the City in report preparation, and designing educational signage.

City of Beverly Hills Burton Way Median Green Street Senior Engineer for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Bacteria and Metals TMDLs. Designing major aesthetic improvements with efficient landscape design, including drought-tolerant plants that reduce outdoor irrigation use and help the City meet water conservation objectives. Runoff from 248 acres will be used for median irrigation, reducing the need for potable water and there will be up to eight acre-feet of stormwater storage beneath the median. The multi-benefit design incorporates walking trails, public art displays, and an aesthetically pleasing landscape. The project will capture 87 acre-feet of runoff annually, enhance water quality, reduce flooding impacts, and provide a beautiful, tranquil community space that provides public education and increases stormwater quality and water conservation awareness. It is anticipated that the project will reduce potable water use by approximately 1.25 million gallons per year.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Mike Nguyen**

Mike Nguyen has 16 years of civil engineering experience involving design, public works construction, and land development projects. His recent experience includes managing capital improvement projects, as well as PS&E and traffic control plan preparation for public works projects, including parking lot, street, water supply, park, and median improvement projects. Mike also provides design for grading and drainage; street and highway design, LID, geometric layout, and pavement rehabilitation.

**Years of Experience**

16

Education

BS, Civil Engineering, 2005,

RELEVANT EXPERIENCE

City of San Fernando Regional Park Infiltration Project Design Support for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and bid and construction support.

City of Santa Monica Annual Water Main Replacement Program Design Support for the replacement and upgrades of existing water mains at three sites in Santa Monica. CWE provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

City of Torrance North Well Field Phase II Design Support for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a 3-million-gallon water tank, and a booster pump station. Phase II provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. Design included the water main from well



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

number 9 to an existing connection in front of Yukon Elementary. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; utility research, including potholing; permit processing for the Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; and preparing PS&Es.

US Army Corps of Engineers Dulzura Brown Field Border Patrol Station Design Support tasks include: preparing Caltrans format improvement plans for the frontage road along Highway 94; designing improvement plans for the installation of the water well pump, mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site SWPPP; preparing on-site sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. Also included testing water quality to assure potable water meets or exceeds San Diego County and State of California water quality standards.

City of Santa Monica Los Amigos Park Stormwater Harvesting and Direct Use

Demonstration This project was the recipient of the 2017 CASQA Outstanding Stormwater Sustainability Project, ASCE Outstanding Small Project, and the *Storm Water Solutions* magazine Top Stormwater and Erosion Control Project Awards. Design Support for the design of a demonstration project that tapped into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Tasks performed included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, construction support, preparing a Sampling and Analysis Plan, assisting the City in report preparation, and designing educational signage.

City of Beverly Hills Burton Way Median Green Street Project Engineer for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Metals TMDL. Designing major aesthetic improvements with efficient landscape design, including drought-tolerant plants that reduce outdoor irrigation use and help the City meet water conservation objectives. Runoff will be used for median irrigation, reducing the need for potable water and there will be up to eight acre-feet of storm water storage beneath the median. The multi-benefit design incorporates walking trails, public art displays and an aesthetically pleasing landscape. It is anticipated that the project will reduce potable water use by approximately 1.25 million gallons per year.

City of Rancho Palos Verdes Storm Drain Point Repair Staff Engineer providing design services to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project a number of pipes were identified as requiring replacement or significant repairs before lining could be completed. Tasks include: replacement or repair design for over 1,500 feet of storm drains in 11 different locations, drainage course bank revetment, reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each of the 11 project sites.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

5. References

CWE is proud of our outstanding track-record of noteworthy projects, many of which were completed with repeat clientele. We invite you to contact the following references to hear what our clients say about working with CWE!

City of Torrance	
Contact	John Dettle
Title	Engineering Manager
Address	20500 Madrona Avenue Torrance, California 90503
Telephone	(310) 618-3059
Email	jdettle@torranceca.gov
City of Santa Monica	
Contact	Tom Shahbazi
Title	Project Manager
Address	1437 4 th Street, Suite 300 Santa Monica, California 90401
Telephone	(310)-458-8721 Ext. 2355
Email	tom.shahbazi@smgov.net
City of Visalia	
Contact	Steven Weatherly
Title	Project Manager
Address	707 W. Acequia Avenue Visalia, California 93291
Telephone	(559) 713-4164
Email	steven.weatherly@visalia.city
City of Glendora	
Contact	Jerry Burke
Title	Former Director of Public Works, City of Glendora
Address	6075 Kimball Avenue Chino, California 91708
Telephone	(951) 993-1548
Email	jburke@ieua.org



Rate Sheet

Engineer/Scientist

Rate/Hour

Principal	\$283
Senior Project Manager	\$270
Project Manager	\$237
Technical Manager	\$223
Task Leader	\$197
Principal Engineer	\$190
Senior Engineer	\$167
Project Engineer	\$161
Staff Engineer	\$139
Assistant Engineer	\$112
Senior Environmental Scientist	\$169
Environmental Scientist	\$135
Environmental Analyst	\$101

Construction Services

Construction Manager	\$197
Senior Construction Inspector	\$150
Construction Inspector	\$133

Field Survey

Licensed Surveyor	\$183
3-Person Survey Crew	\$294
2-Person Survey Crew	\$208

Support Services

Landscape Architect	\$185
GIS Specialist	\$132
Senior Engineering Technician	\$106
Engineering Technician	\$93
CADD Designer	\$87
Project Coordinator	\$130
Administrative Assistant	\$90

General

Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$80/day
Field Vehicle – Monthly	\$1,500/month
B&W Photocopies (per page)	\$0.10
Color Photocopies (per page)	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: October 3, 2022

Subject: Discussion and Consideration to Authorize GAP Funding for Construction of the Layne Park Revitalization Project.

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss and consider to authorize GAP Funding for the construction of the Layne Park Revitalization project; and
- b. Provide staff with direction as appropriate.

BACKGROUND:

1. On July 1, 2019, the City Council authorized staff to submit a California Statewide Park Development and Community Revitalization Grant Program (SPP) grant application for all six parks (i.e., Recreation, Las Palmas, Pioneer, Layne, Rudy Ortega Sr., and the Pacoima Wash Natural parks). To make the grant applications more competitive the City Council authorized a \$20,000 match per application.
2. On July 19, 2019, and throughout the application process, Recreation and Community Services (RCS) staff discussed the renovation plans for all six parks with the Parks, Wellness and Recreation Commission. In addition, feedback from community planning meetings pertaining to the park renovation projects was incorporated into the final grant applications.
3. On February 25, 2020, the California Department of Parks and Recreation announced that the City's SPP Layne Park Revitalization Project grant application was selected for funding. A grant award of \$1,114,245 plus the City's grant match of \$20,000 provides a total of \$1,134,245 to complete the project.
4. On January 4, 2021, the City Council discussed staff's recommendation to award a professional services agreement to Moore Iacofano Goltsman, Inc. (MIG) for the design of

Discussion and Consideration to Authorize GAP Funding for the Construction of the Layne Park Revitalization Project

Page 2 of 5

the Layne Park Revitalization Project. During discussion, the City Council provided feedback related to specific design elements and expressed desire to have additional community engagement from residents adjacent to Layne Park. The item was tabled until the following City Council meeting to provide staff with the opportunity to get additional information from the proposed design firm.

5. On January 19, 2021, the City Council approved a professional service agreement with MIG for the design of the Layne Park Project with the caveat that the proposed design incorporate additional community feedback on the design elements discussed at the January 4, 2021, City Council meeting. The cost of MIG Professional Service Agreement amounted to \$221,304.
6. Between April 21, 2021 and June 2, 2021, the RCS Department contracted with Valley Care Community Consortium (VCCC) to facilitate three community workshops that gathered input regarding the design for the Layne Park Revitalization Project. One workshop was held via the Zoom platform and the other two were in-person on site. Approximately 60 individuals participated in the community outreach meetings. The cost of VCCC services totaled \$10,000.
7. On July 19, 2021, the City Council approved the Base Project Design for the Layne Park Revitalization Project and directed staff to work with MIG to incorporate the additional project amenities identified by the community outreach workshops as an Alternative Project Design for the Layne Park project.
8. On May 2, 2022, the City Council authorized a Notice Inviting Bids (NIB) for the construction of the Layne Park Revitalization Project. The NIB requested a Base Project bid based on the grant application and an Alternate Project bid based on the community feedback. The City only received one proposal for the Layne Park project. However, the Base Project bid exceeded the engineer's cost estimates for the project.

ANALYSIS:

The available funding for completing the Base Project Design of the Layne Park Revitalization Project is \$912,941. The Base Project design incorporates the major park amenities specified in the SPP grant. The engineer's cost estimate to complete the project was \$900,000. The Base Project renovations include:

- A Restroom Facility
- Hydro-seed Turf Soccer Field with Goals
- A Basketball Half Court
- Play Area shade with Equipment Upgrades
- Picnic Tables
- Drought Tolerant Landscaping

Discussion and Consideration to Authorize GAP Funding for the Construction of the Layne Park Revitalization Project

Page 3 of 5

A job walk for prospective bidders' was held at Layne Park to explain the revitalization project. Staff from MIG (design firm), Public Works and Recreation and Community Services facilitated the job walk detailing the renovation elements for the park. Four companies participated in the job walk, they were R.E. Schultz Construction, Inc., KASA Construction, Inc., Marina Construction and Environmental Construction, Inc. KASA Construction Inc. was the only firm that submitted a proposal for the construction of the Layne Park project. Their Base Project bid of \$1,021,435 exceeds the available funds for the Project by \$108,494.

The community outreach meetings held between April 21, 2021 and June 2, 2021, provided invaluable insight on the type of park improvements the neighborhood preferred. The communities' vision for the Layne Park project was incorporated into the propose design MIG presented to City Council as the Base Project Design on July 19, 2021. However, due to the available funding of the Prop. 68 grant the proposed design was scaled back to ensure the project construction remained within budget. Nonetheless, MIG introduced the park amenities that the community had identified as desirable, so that the City Council would be informed of the community's input.

The City Council requested that an Alternate Project Design be developed to include the park improvements excluded from the Base Project Design with the hope that additional funding would be identified. Based on the community's feedback at the Layne Park Vision workshops the park improvements that compose the Alternative Project Design are:

- A Sod Turf Soccer Field with 10' High Wire Mesh Fence (Soccer Field and Basketball Court)
- Additional Decomposed Granite and Concrete Pathway, including Site Furnishings
- Additional Drought Tolerant Landscaping, Shrubs Along South Alleyway Fence Removal
- Installation of Three Rail Fencing at North Alleyway

The engineer's cost estimate for the Alternative Project Design was \$400,000. KASA Construction Inc. submitted a bid of \$353,200 well within the engineers cost estimate. However, there is not sufficient funding available in the Prop. 68 grant to fund any of the Alternative Project Design elements.

The construction of the Layne Park Base Design will require an additional \$108,494 in funding. An additional \$353,200 is required to construct the Alternative Project design. Staff also recommends a five percent (\$68,732) contingency allocation to cover any unforeseen circumstances that would derail construction. Should the City Council authorize GAP funding of \$530,426 for the project, the total cost of the Layne Park Revitalization Project would be \$1,443,366.

Three possible sources could fund the GAP needed to construct the Layne Park Revitalization Project. The degree of the renovations depend on which funding source is selected (if any), and the direction the City Council provides for completing the project. The sources are the Annual

Discussion and Consideration to Authorize GAP Funding for the Construction of the Layne Park Revitalization Project

Page 4 of 5

Allocation from Los Angeles County Regional Park Open Space District (RPOSD), unallocated ARPA Funds, and the General Reserves fund.

The GAP Funding Options table below illustrates the optional funding sources and the degree the Layne Park project can be completed based on that funding source. Also below is the Bid Cost table showing KASA's Construction Inc. bid for each of the major renovation elements of the Based Project and the Alternate Project.

GAP Funding Options			
Source	Available Funds	Base Project	Alternative Project
None	\$912,941	89 % completion, delete some renovation elements	0% completion
RPOSD	\$351,007	100% completion of Base Project renovations	57% completion, some Alternative Project elements removed
ARPA	\$1,207,580	100% completion of Base Project renovations	100 % completion of Alternative Project renovations
General Reserve	\$7.2 MM	100% completion of Base Project renovations	100 % completion of Alternative Project renovations

Bid Cost		
Renovation Elements	Base Project	Alternative Project
Restroom Facility with two unisex stalls	\$ 360,000	
Hydro-seed Turf Soccer Field with Goals	\$ 24,961	
Basketball Half Court	\$ 63,761	
Play Area shade with Equipment Upgrades	\$ 178,300	
Picnic Tables relocation	\$ 1,800	
Drought Tolerant Landscaping (DG, Bioswale, irrigation)	\$ 282,612	
Mobilization, Job Requirements, Insurance and Bonding	\$ 110,001	
Sod Turf Soccer Field with 10' High Wire Mesh Fence (Soccer Field and Basketball Court)		\$ 143,405
Additional Decomposed Granite and Concrete Pathway, Including Site Furnishings		\$ 85,027

Discussion and Consideration to Authorize GAP Funding for the Construction of the Layne Park Revitalization Project

Page 5 of 5

Bid Cost		
Renovation Elements	Base Project	Alternative Project
Additional Drought Tolerant Landscaping, Shrubs Along South Alleyway Fence Removal		\$ 77,322
Installation of Three Rail Fencing at North Alleyway		\$ 21,080
Additional Mobilization, Job Requirements, Insurance and Bonding		\$ 26,366
Total Bid	\$ 1,021,435	\$ 353,200

BUDGET IMPACT:

Any impact on the FY 2022-2023 budget would depend on the City Council direction to appropriate additional funds from the available sources, which are RPOSD (\$351,007), ARPA (\$1,207,580) or General Reserves (\$7.2 MM).

CONCLUSION:

It is recommended that the City Council discuss and consider to authorize GAP Funding for the construction of the Layne Park Revitalization project; and provide staff with direction as appropriate.