



**City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority**

AGENDA

Wednesday

Regular

**Closed Session 5:30 p.m.
Regular Session 6:00 p.m.**

December 4, 2013

**City Hall
100 West California Avenue
Ridgecrest CA 93555**

(760) 499-5000

**Daniel O. Clark, Mayor
Marshall 'Chip' Holloway, Mayor Pro Tempore
James Sanders, Council Member
Lori Acton, Council Member
Steven P. Morgan, Council Member**

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LAST ORDINANCE NO. 13-04
LAST RESOLUTION CITY COUNCIL NO. 13-89
LAST RESOLUTION FINANCING AUTHORITY NO. 13-xx
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 13-xx
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 13-xx

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday December 4, 2013

CITY COUNCIL CHAMBERS CITY HALL
100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 5:30 p.m.
Regular Session – 6:00 p.m.

This meeting room is wheelchair accessible. Accommodations and access to City meetings for people with other handicaps may be requested of the City Clerk (499-5002) five working days in advance of the meeting.

In compliance with SB 343. City Council Agenda and corresponding writings of open session items are available for public inspection at the following locations:

1. City of Ridgecrest City Hall, 100 W. California Ave., Ridgecrest, CA 93555
2. Kern County Library – Ridgecrest Branch, 131 E. Las Flores Avenue, Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

CLOSED SESSION

GC54956.9(A)

Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. William Dale Howard

AGENDA - CITY COUNCIL - REGULAR

December 4, 2013

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CLOSED SESSION *(continued)*

GC54956.9(A) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

PRESENTATIONS

1. Presentation Of the PACT Volunteer of the Month Award Clark
2. Certificates of Appreciation to the Chairpersons of the 50th Celebration Committees Clark
3. Police Department Presentation On Current Crime Trends Strand

CONSENT CALENDAR

4. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 031-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Roadway Widening And Realignment Of Drummond Avenue From Inyo Street Speer
5. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 030-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue Speer
6. Adopt A Resolution To Approve the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizing the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Speer

7. Approval Of Draft Minutes Of The Regular Council Meeting Dated November 20, 2013 Ford

DISCUSSION AND OTHER ACTION ITEMS

8. Discussion And Approval Of Adjustments To The Fy 2013-2014 McQuiston
9. Adopt A Resolution Approving The Fire Services Agreement Between The City Of Ridgecrest And County Of Kern McQuiston
10. Adopt A Resolution Approving A Mission Statement, Vision Statement, And Core Values For The City Of Ridgecrest Speer
11. Discussion And Adoption Of A Procedure To Establish Goals For The City Of Ridgecrest Strategic Plan Speer

COMMITTEE REPORTS

Activate Community Talents And Interventions For Optimal Neighborhoods Task Force (ACTION)

Members: Jim Sanders, Dan Clark
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Veterans Advisory Committee

Members: Dan Clark
Meetings: 1st and 3rd Monday of the Month At 6:00 p.m., Council Conference Room
Next Meeting: To Be Announced

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: Date and Location To Be Announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Presentation Of the PACT Volunteer of the Month Award
PRESENTED BY: Dan Clark - Mayor
SUMMARY: Employee recently implemented an Employee of the Month awards program, which gives the Council the opportunity to publicly recognize and extend their appreciation to employees and volunteers for exceptional service. This month's recipient is Barbara Pudgorski.
FISCAL IMPACT: No Fiscal Impact Reviewed by Finance Director
ACTION REQUESTED: Presentation of a Certificate from Council to the PACT Volunteer of the Month
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested: Present a recognition certificate to the PACT Volunteer of the Month

Submitted by: Dan Clark
(Rev. 02/13/12)

Action Date: December 4, 2013

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CITY OF RIDGECREST

EMPLOYEE OF
THE MONTH

BARBARA PUDGORSKI

HAS BEEN SELECTED BY HER PEERS IN RECOGNITION OF VALUABLE
CONTRIBUTIONS IN THE COURSE OF WORK PERFORMED
IN THE CITY OF RIDGECREST

November 2013

Dennis Speer, City Manager

Date

Daniel Clark, Mayor

Date

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 031-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Roadway Widening And Realignment Of Drummond Avenue From Inyo Street

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The Program Supplement Agreement is for the preliminary engineering of the Roadway widening and realignment of Drummond Avenue from Inyo Street to Downs Street. The total estimated cost of this work is \$45,000.00 with a local match of \$4,500.00. The funding source is the Highway Safety Improvement Program. The local match will be allocated from 001-4720-410-2106 PWENGR account.

The State requires that one person in the local agency be designated to sign the agreements with the State. The City's Master Agreement with the State stipulates the City Manager as the designated person.

FISCAL IMPACT:

\$4,500.00

Reviewed by Finance Director

ACTION REQUESTED:

Approving A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 031-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorizing The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Roadway Widening And Realignment Of Drummond Avenue From Inyo Street

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 031-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorizing The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Roadway Widening And Realignment Of Drummond Avenue From Inyo Street

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: December 4, 2013

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RESOLUTION NO. 13-

APPROVE A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A PROGRAM SUPPLEMENT AGREEMENT NO. 031-N WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, UNDER MASTER AGREEMENT NO. 09-5385R AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT FOR THE PRELIMINARY ENGINEERING AND CONSTRUCTION OF THE ROADWAY WIDENING AND REALIGNMENT OF DRUMMOND AVENUE FROM INYO STREET TO DOWNS STREET

WHEREAS, the City of Ridgecrest is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation, and

WHEREAS, Program Supplemental Agreements need to be executed with the California Department of Transportation before such funds can be claimed, and

WHEREAS, the total estimated cost of this preliminary engineering work is \$45,000.00 and the funding source being the Highway Safety Improvement Program and

WHEREAS, matching funds in the amount of \$4,500.00 shall be made available from the 001-4720-410-2106 PWENGR account, and

WHEREAS, The State requires that one person in the local agency be designated to sign the agreements with the State, and

WHEREAS, The City's Master Agreement with the State stipulates the City Manager as the designated person, and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest Approves A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 031-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorizes The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Roadway Widening And Realignment Of Drummond Avenue From Inyo Street To Downs Street

APPROVED AND ADOPTED this 4th day of December 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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PROGRAM SUPPLEMENT NO. N031
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5385R

Adv Project ID **Date:** October 16, 2013
0914000005 **Location:** 09-KER-0-RGCR
Project Number: HSIPL-5385(050)
E.A. Number:
Locode: 5385

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Drummond Avenue from Inyo Street to Downs Street

TYPE OF WORK: Roadway widening and realignment

LENGTH: 0.3(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	MS30		LOCAL		OTHER
\$45,000.00		\$40,500.00	\$4,500.00		\$0.00

CITY OF RIDGECREST

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Hanmguyen Date 10.21.13 \$40,500.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. **ADMINISTERING AGENCY** agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the **ADMINISTERING AGENCY** and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The **ADMINISTERING AGENCY** will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the **ADMINISTERING AGENCY** to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the **ADMINISTERING AGENCY'S** first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. **ADMINISTERING AGENCY** agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by **ADMINISTERING AGENCY** if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 030-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The Program Supplement Agreement is for the preliminary engineering of the Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue. The total estimated cost of this work is \$30,000.00 with a local match of \$3,000.00. The funding source is the Highway Safety Improvement Program. The local match will be allocated from 001-4720-410-2106 PWENGR account.

The State requires that one person in the local agency be designated to sign the agreements with the State. The City's Master Agreement with the State stipulates the City Manager as the designated person.

FISCAL IMPACT:

\$3,000.00

Reviewed by Finance Director

ACTION REQUESTED:

Approving A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 030-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r And Authorizing The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 030-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r And Authorizing The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue

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RESOLUTION NO. 13-

APPROVE A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A PROGRAM SUPPLEMENT AGREEMENT NO. 030-N WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, UNDER MASTER AGREEMENT NO. 09-5385R AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT FOR THE PRELIMINARY ENGINEERING AND CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF CHINA LAKE BOULEVARD AND BOWMAN AVENUE

WHEREAS, the City of Ridgecrest is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation, and

WHEREAS, Program Supplemental Agreements need to be executed with the California Department of Transportation before such funds can be claimed, and

WHEREAS, the total estimated cost of this preliminary engineering work is \$30,000.00 and the funding source being the Highway Safety Improvement Program and

WHEREAS, matching funds in the amount of \$3,000.00 shall be made available from the 001-4720-410-2106 PWENGR account, and

WHEREAS, The State requires that one person in the local agency be designated to sign the agreements with the State, and

WHEREAS, The City's Master Agreement with the State stipulates the City Manager as the designated person.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest Approves A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 030-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r And Authorizes The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue.

APPROVED AND ADOPTED this 4th day of December 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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PROGRAM SUPPLEMENT NO. N030
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5385R

Adv Project ID **Date:** October 16, 2013
0914000004 **Location:** 09-KER-0-RGCR
Project Number: HSIPL-5385(049)
E.A. Number:
Locode: 5385

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Intersection of China Lake Boulevard and Bowman Road

TYPE OF WORK: New signals and signal interconnect, ADA-compliant ramps, curb, and gutter **LENGTH:** 0.3(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30		LOCAL	OTHER
\$30,000.00	\$27,000.00		\$3,000.00	\$0.00

CITY OF RIDGECREST

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Han Nguyen **Date** 10.21.13 \$27,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. **ADMINISTERING AGENCY** agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the **ADMINISTERING AGENCY** and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The **ADMINISTERING AGENCY** will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the **ADMINISTERING AGENCY** to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the **ADMINISTERING AGENCY'S** first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. **ADMINISTERING AGENCY** agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by **ADMINISTERING AGENCY** if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Resolution To Approve the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizing the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard. The proposed services are on a time and materials basis and include constructability review, bidding assistance, construction management, inspection, quality assurance testing, labor compliance, and federal funding contract administration.

A selection committee reviewed the proposals, scored the top firms, and ranked them. Willdan Engineering Inc. was among the top ranked firms. The proposed fee to complete the scope of work is \$351,764.00.

Funds for this expenditure will be taken from 018-4760-430-2109 ST0101.

Staff recommends that the City Council approves the professional services agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Willdan Engineering Inc. upon the City Attorney's Review and Approval.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution To Approve the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizes the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Adopt A Resolution To Approve the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizes the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

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RESOLUTION NO. 13-

A Resolution To Approve the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizing the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the City; and

WHEREAS, the proposed services are on an time and materials basis; and

WHEREAS, the services are for the construction management of the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard; and

WHEREAS, the City of Ridgecrest authorized the issuance of a request for proposal for professional civil engineering services; and

WHEREAS, the selection committee reviewed and analyzed the proposals; and

WHEREAS, the selection committee scored and ranked the top firm; and

WHEREAS, Willdan Engineering Inc. was among the top firms; and

WHEREAS, staff recommends Willdan Engineering Inc. as the consultant best qualified to provide this service; and

WHEREAS, the funds will be expended from account 018-4760-430-2109 ST0101.

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest Hereby Approves the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizes the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

APPROVED AND ADOPTED this 4th day of December 2013 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O Clark, Mayor

ATTEST:

Rachel J Ford, CMC, City Clerk

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October 28, 2013

Rachel Ford
City Clerk
100 West California Avenue
Ridgecrest, CA 93555

**Subject: Proposal for Construction Engineering Services for Ridgecrest Boulevard
 A Federally Funded Street Restoration & Widening Project**

Dear Ms. Ford:

Willdan Engineering (Willdan) is especially qualified to provide construction engineering services for the City of Ridgecrest's (City) federally-funded Ridgecrest Boulevard reconstruction and widening project. Our firm has nearly 50 years of experience providing similar services to client cities throughout California—including the City of Ridgecrest—and the western United States. Our extensive experience with federally-funded projects makes us particularly strong as a partner on this important endeavor.

The following highlights the advantaged that Willdan brings to the City of Ridgecrest for this project:

Unmatched City of Ridgecrest Knowledge and Experience

As an approved on-call consultant, Willdan has developed a strong working relationship with the City of Ridgecrest through our involvement in numerous multidisciplinary projects completed for the City since 2010, including preparation of the City's Pavement Management System Update; resident engineering, construction management and inspection services for the Drummond Ave Street Resurfacing, College Heights Blvd Roadway Improvements, and Cycles 8 and 9 Safe Routes to School Projects; design services for the Drummond Ave Street Resurfacing and Cycle 3 Safe Routes to School Projects; and as-needed plan checking services. Willdan is also currently providing design services to the City for intersection improvements, traffic signal installations and upgrades, signing and striping upgrades, street widening, and pavement rehabilitation projects in various locations throughout the City.

Our experience working on these projects alongside City staff has given our team the fundamental background knowledge of the City's standards and requirements, staff, procedures, funding concerns, and goals necessary to complete the desired services and deliver a successful project. A majority of the design and construction management projects Willdan has completed for the City have been federally- or state-funded, which has allowed our team to cultivate a relationship with Caltrans District 9 staff. Our current involvement in the Downs Street Widening design project has provided us with a prior understanding of the Ridgecrest Blvd project aspects, as well as prior coordination with the Ridgecrest Blvd designer, since the Downs St project will be joining to the proposed Ridgecrest Blvd improvements.

Highly Qualified Team of Professionals

Willdan has assembled a team of professionals who are committed to providing the City with top-quality service. Willdan's resident engineering/construction management staff average over 10 years of public works construction experience and have successfully managed dozens of federally-funded projects over the past two years. In addition to our well experienced construction management staff, Willdan has a large pool of qualified public works inspectors that have a wide range of experience with both state- and federally-funded projects.

We are pleased to propose Mr. Thomas A. Broz, PE, SE, FASCE, as our Principal-in-Charge, who brings over 37 years of construction management experience.

Willdan's proposed Project Manager, Mr. Christopher D. Baca, RCI, CESSWI, has over 26 years of public works construction experience, including City of Ridgecrest experience. Mr. Baca recently provided project management services for the City of Ridgecrest's College Heights Boulevard Roadway Improvements, Cycles 8 and 9 Safe Routes to School, and Drummond Avenue Street Resurfacing Improvement Projects. Mr. Baca has over 26 years of public works construction experience. He has successfully managed over two dozen federally-funded projects over the past three years.

Willdan's proposed Resident Engineer, Mr. Michael D. Bustos, PE, has 10 years of public works construction design and management experience, including recent experience working for the City of Ridgecrest. Mr. Bustos is a licensed civil engineer in the State of California and has extensive experience with state- and federally-funded projects. Mr. Bustos has experience working with City staff during the design and construction phases of the project. He is currently assisting the Cities of Ridgecrest and California City with design and construction of several federal- and state-funded projects. Mr. Bustos will work closely with our construction engineering team to ensure all LAPM requirements are met.

In addition to Mr. Bustos, Willdan is proposing Mr. Jason Brown, RCI, as the Construction Manager, Mr. Scott Gibson as Inspector, and Ms. Diane D. Rukavina, PE, as the Federal Funding Manager. Mr. Brown has been with Willdan for over 20 years and has provided construction management services for dozens of federally-funded projects over the past three years and is fully cognizant of the need to maintain field files in conformance with LAPM guidelines. Mr. Gibson brings over 21 years of experience in the construction industry where he has experience in the following areas: concrete structures, steel structures, Underground Storage Tanks (UST), pipeline, electrical, excavation, grading, paving, and landscape. Ms. Rukavina has been with Willdan for over 27 years and has been providing funding administration services to local municipalities for over 20 years. She has developed an outstanding reputation with the Caltrans District 9 DLAE.

Reputation for Excellence

This project is the type of project upon which Willdan has built our reputation for excellence. We encourage the City to contact our references to confirm the high quality of our services on local agency projects. Our extensive expertise in construction engineering and inspection, public works design, and geotechnical engineering makes us a very effective team. Willdan's proposed team is well versed in federally-funded street rehabilitation projects and is cognizant of the need to maintain the file pursuant to relevant Caltrans requirements.

During the evaluation period for this proposal, the point of contact will be:

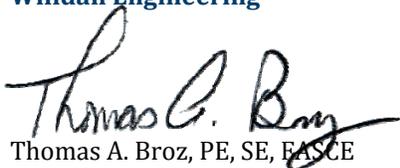
Mr. Chris Baca, RCI
Deputy Director of Program and Construction Management Services
Willdan Engineering
13191 Crossroads Parkway North, Suite 405, Industry, CA 91746
(562) 908-6296, Fax (562) 695-2120
cbaca@willdan.com

The undersigned, Mr. Thomas A. Broz, is an authorized officer of Willdan.

We are confident that our construction engineering services, coupled with our recent City of Ridgecrest experience, provide the best advantage for the City as you take on this important project. If there are any questions regarding this submittal or our qualifications, please contact Mr. Baca.

Respectfully submitted,

Willdan Engineering



Thomas A. Broz, PE, SE, FASCE
Director of Program and Construction Management Services

Project Manager, Resident Engineer and Inspector

A successful partnership for this type of project requires expertise in construction management and inspection services and effective coordination with the City staff, contractors, communities, and other project stakeholders to ensure the project reflects the expectations of its stakeholders. Willdan understands that key personnel assigned on City projects shall not be reassigned without prior written approval from the City.

Although overall firm credentials and experience are important, the key to a successful project is the caliber and depth of experience of the individuals assigned to the team. Willdan offers the City of Ridgecrest a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake construction management and inspection for the City's federally-funded street restoration project.

Brief biographies of our project team detailing their experience and their roles for various street restoration projects are provided herein.

Project Management Team

Willdan utilizes a unified management approach where each project is undertaken by a team. Each project is assigned to a senior member of our construction management/inspection services staff with the background, experience, and availability best suited for the assignment.

Our proposed project manager, resident engineer, inspector, and task leaders bring both diversity and commonality of project experience that will benefit discussions on final design implementation. Over time, these leaders have individually and collectively assisted and facilitated the construction management, inspection, and labor compliance services for numerous federally-funded projects. In addition, Willdan's proposed project management team has a clear understanding as to the auditing requirements of Chapter 10 of the LAPM. All cost associated with a potential Chapter 10 audit are included in Willdan's not-to-exceed fee.

Mr. Christopher D. Baca, RCI, CESSWI, will serve as **Project Manager**. Mr. Baca has over 26 years of extensive experience in managing large-scale public works construction projects. He has provided project management services for approximately a dozen ARRA projects and has been successfully audited by Caltrans. Recently, Mr. Baca provided project management services for the City of Ridgecrest's College Heights, Safe Route to School, and Drummond Improvement Projects. He will supervise, manage, and coordinate field personnel and their activities, maintaining contact with our resident engineer and construction manager to ensure that all project requirements are met. Mr. Baca will monitor the activities of the staff assigned to this project to ensure that project files and documentation are complete.

Mr. Thomas A. Broz, PE, SE, Fasce, will serve as **Principal-in-Charge**. He will have overall responsibility for coordination and administration of ser-

vices to be provided by the firm. Mr. Broz has 37 years of construction management experience.

Construction Engineering Team

Mr. Michael D. Bustos, PE, will serve as **Resident Engineer**. He brings more than 10 years of experience as a resident engineer and construction manager on public works inspection, contract administration, and construction management projects. He has managed a variety of projects from water wells to street overlays, including federally-funded and grant-funded projects. Mr. Bustos has intimate knowledge of Caltrans requirements and will ensure the project files are kept in accordance with the Caltrans LAPM. He recently provided construction management and resident engineer services for the College Heights Boulevard Roadway Improvements project in the City of Ridgecrest, the Thousand Oaks Boulevard Overlay project in the City of Thousand Oaks, and the La Brea Avenue Pavement Reconstruction Project in the City of Inglewood. All three projects were federally funded and managed in accordance with LAPM.

Mr. Jason Brown, RCI, will serve as **Construction Manager**. Mr. Brown has 21 years of public works experience. His experience includes management of ARRA-/ federal-funded street rehabilitation projects in various cities where his duties included quality control, quantity calculations, and project management. His areas of expertise include AC heater remix, ARHM paving, overlay, PCC streets, slurry seal, underground facilities, cast-in-place pipe, AC and PCC batch plant inspection, roadways, highways, bridges, landscape, and vertical construction. Mr. Brown will provide the City of Ridgecrest with the construction management services listed in our scope of work and will be on the project full time.

Mr. D. Scott Gibson will serve as **Construction Inspector**. He has over 21 years of public works construction experience. Mr. Gibson is a licensed electrical contractor and has experience with inspection and construction of complex street beautification, traffic signal, and street lighting projects in various cities where his duties include quality control, quantity calculations, and project management. Mr. Gibson is well trained in public outreach and will be proactive in providing updated information to businesses affected by the project.

Ms. Jane E. Freij will serve as **Labor Compliance Task Leader**. She will have direct supervision and full responsibility for all federal compliance activities. This includes managing and coordinating field personnel and maintaining contact with the contractor to ensure all requirements are met. She will be fully responsible for the labor compliance file, ensuring that the files are properly maintained and assembled.

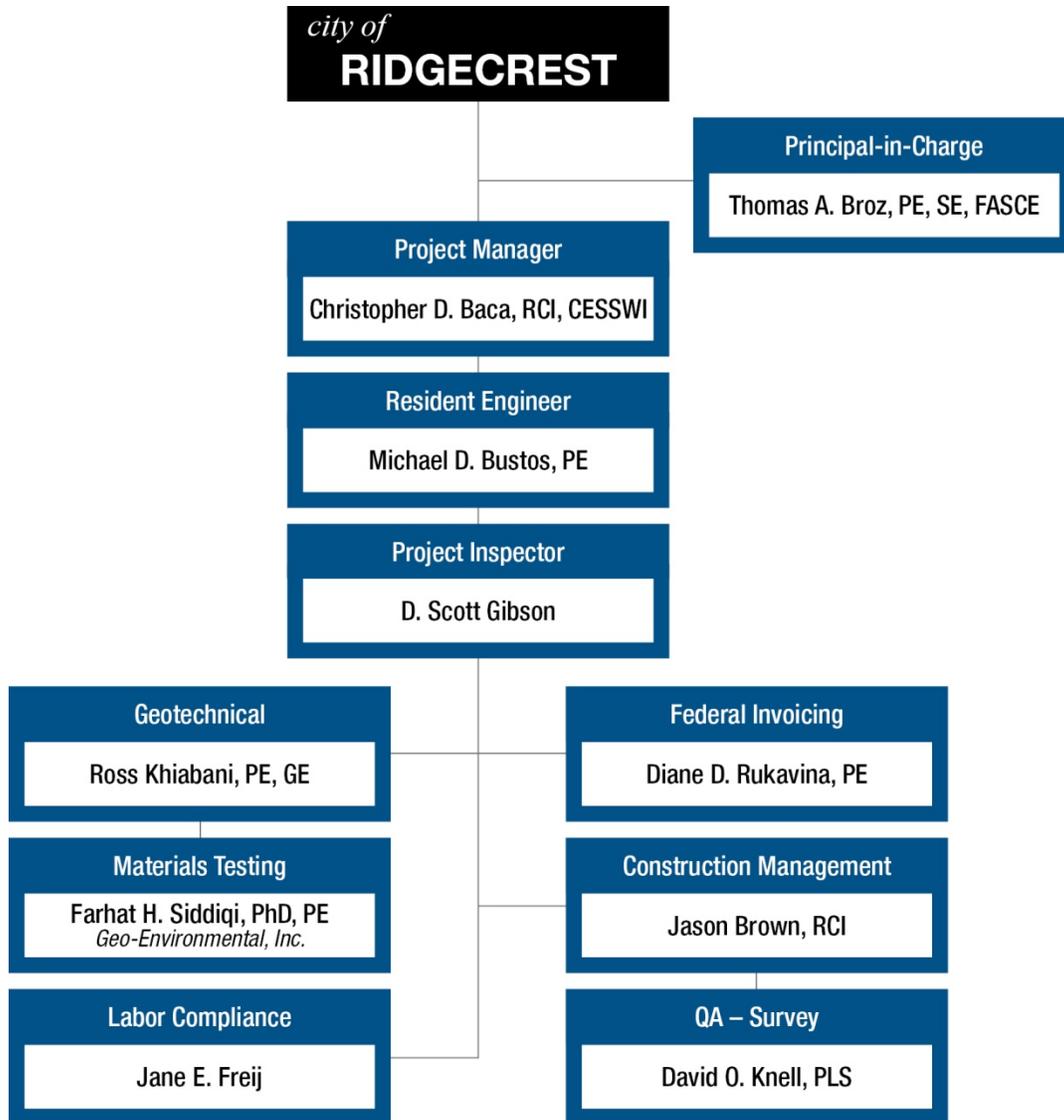
Ms. Diane Rukavina, PE, will serve as **Federal Fund/Contract Administration Task Leader**. Ms. Rukavina has 32 years of experience in municipal engineering and has processed a multitude of federal-/state-funded projects, including STPL, DEMO, SRTS, SR2S, HBP, HSIP, CMAQ, TCSP, ARRA, and SAFETEA-LU – from request for authorization to final invoicing. She serves as project manager for the City of Paramount.

Mr. Ross Khiabani, PE, GE, will serve as **Geotechnical Engineering Task Leader** and will be responsible for geotechnical acceptance testing as required by Section 16.14 of LAPM. Mr. Khiabani has 30 years of experience performing diversified assignments involving soil mechanics and foundation engineering, soil stabilization, landslide analysis and stabilization, settlement evaluations, liquefaction studies, temporary and permanent slope stability analyses, laboratory testing, and on-shore/offshore exploration. His familiarity with seismic-related geotechnical programs enables efficient slope stability, liquefaction, and site-response analyses.

Mr. David Knell, PLS, will serve as **Survey Quality Assurance Task Leader** and will be responsible for providing oversight for the contractor's survey work. Mr. Knell has over 40 years of survey and mapping experience. He has been responsible for a variety of mapping and construction projects as well as performing surveys and acting as an expert witness in legal cases. His experience includes supervision of field crews; overseeing an office staff dealing with various survey projects; and extensive experience with local, state, and federal agencies.

Project Team Organization

The organization chart contained herein identifies the key personnel and shows the communication and reporting relationships among Willdan’s team, including our subconsultant.



Resumes

Resumes further detailing our project team members’ qualifications and experience are included in the Appendix section of this proposal.

Subconsultant and Project Manager

Geo-Environmental, Inc.

Geo-Environmental, Inc. (GEI) founded in 1993, is a Disadvantaged Business Enterprise (DBE) firm certified by the State of California. They provide a broad spectrum of geotechnical; geological; litigation support; earthquake and environmental engineering consulting, including soils and materials testing services for civil engineering projects during planning, design, construction, and maintenance. The engineers, geologists, and scientists are skilled in soil and rock mechanics, soil dynamics and soil-structure interaction, dam and reservoir design, soil liquefaction studies, foundation engineering, seismology, seismic risk evaluations, and geophysical surveys.

GEI has worked on numerous projects involving street and road design – providing recommendations related to subgrade preparation, pavement design, geotextile fabric, glass grid, overlay of conventional asphalt and rubber asphalt and full depth reclamation techniques. Deflection tests are performed if the clients so require.

Field Observation and Testing Services

GEI has extensive experience providing geotechnical services during construction including inspection, field and laboratory testing of earthwork, base materials, and pavement; and consultation regarding geotechnical engineering issues that arise during construction. GEI provides field observation and testing to verify that site preparation, over-excavations and backfill placement and compaction conform to project plans and specifications. Their field staff is very familiar with Caltrans specifications.

GEI's technicians are very familiar with both large and small-scale earthwork operations and are proficient in the use of both sand cone and nuclear gauge testing equipment. Their technicians are well versed with the types of sampling and testing required during earthwork projects, including Modified Proctor tests to determine the maximum dry density and optimum water content of fill material, sieve analysis of aggregates and drain rock, as well as the Atterberg Limits to determine compliance of fill material with project specifications.

When required, GEI may establish field laboratories for site investigations or construction projects. These laboratories can be used to determine engineering properties onsite.

The field laboratories can be equipped to perform tests to determine Atterberg limits, particle-size distribution, compaction, specific gravity, and shear strength.

Sampling of Materials at Site or Source

GEI's personnel are familiar with the various requirements for sampling of aggregates and soils. Typically, aggregates for use in concrete or asphalt concrete are sampled at the source or at the batch plant. In addition, it is often necessary to sample and test soils and base materials to determine if they comply with project specifications for use as import material and aggregate base.

Concrete/Asphalt Testing and Batch Plant Inspection

GEI has the experience to perform all testing related to the placement of concrete and asphalt. GEI is familiar with the procedures for sampling of aggregate and sand to verify the concrete mix design, casting and compression testing of concrete cylinders, performance of slump tests and forming and flexural testing of concrete beams. GEI is familiar with the procedures for sampling of aggregate both at the batch plant and during the placement of asphalt concrete in the field. GEI has also performed batch plant inspections for many paving projects. GEI routinely performs tests for gradation, extraction, content, and stability to verify compliance with project specifications.

Field Investigation Techniques

GEI's staff is familiar with the use of various types of investigative tools to explore surface and subsurface conditions. Investigative tools frequently used for soil and rock include visual observation, borings, test pits and trenches, geophysical surveys, and cone penetration tests (CPTs).

Exploration activities are performed under the general direction of GEI personnel and are logged and sampled by a GEI engineer or geologist. Our staff is familiar with all types of drilling and trenching equipment for excavations ranging from a few feet to several hundred feet deep. Drilling techniques include solid-flight auger, hollow-stem auger, bucket auger, air and mud rotary wash including reverse and dual-tube techniques, cable-tool, Becker and other percussion drilling equipment.

Experience with trenching equipment includes pits and trenches up to several hundred feet long and up to 30 feet deep.

Subconsultant Project Manager

Dr. Farhat Siddiqi, PhD, PE, will serve as **Materials Testing Engineer and Project Manager for Geo-Environmental, Inc.** and will provide independent assurance sampling and testing pursuant to Section 16.14, Page 16.25 of LAPM. He has over 45 years of experience in geotechnical engineering, project management, and construction supervision. His experience includes foundation design, slope stability analyses, landslide investigation, sediment transport, erosion control, soil liquefaction analyses, dewatering, field exploration, settlement analyses, pavement design, design and construction of earth and rock-fill dams, earthquake engineering, geotechnical instrumentation, and soft ground improvement for industrial, commercial, residential buildings; schools; hospitals; pipelines; landfills; infrastructure; power plants; dams; and reservoirs.

Understanding of Work to be Done and Proposed Scope of Work

Project Understanding

Willdan understands that:

- The City of Ridgecrest is seeking a consultant to perform constructability review, bidding assistance, construction management, inspection, quality assurance testing, labor compliance, and federal funding contract administration for the West Ridgecrest Boulevard Reconstruction Project
- Construction bids are scheduled to be advertised within the next several months and the construction contract will have a 210-calendar-day contract period.
- The City's General Plan identifies Ridgecrest Blvd as an arterial street and one of seven major east-west travel corridors within the City of Ridgecrest. The project area is a moderately to heavily traveled segment of roadway.
- The project is approximately 1.5 miles in length and involves complete reconstruction of structural street pavement, including Full Depth Reclamation (FDR), and all identified appurtenances.
- The segment of Ridgecrest Blvd between Mahan Street and Downs Street will be widened by approximately 50 feet.
- The proposed roadway reconstruction will lower the elevation at the street centerline and flatten out the street's crossfall.
- The easterly project limit abuts China Lake Blvd (SR 178). The project will require placement of traffic control in Caltrans right of way during construction, and an encroachment permit from Caltrans is anticipated to be required.
- The proposed project will fill in all gaps in ADA compliant paths of travel and Class II bike lanes, within the project limits.
- The project will include construction of improvements that will touch historical buildings and businesses.
- The proposed improvements will require coordination with a number of utility agencies to relocate or adjust existing facilities, including relocation of existing power poles between Mahan St and Downs St.
- The project will include construction of two new traffic signals, at Downs Street and at Norma Street, which are currently controlled by four-way stop signs.

- The project will include decorative street lighting, an irrigation system, and planting
- The construction will be phased such that the proposed improvements on the southerly half of Ridgecrest Blvd are constructed first followed by construction of the improvements on the northerly half. One travel lane in each direction will be provided at all times, except where detours are required near China Lake Blvd.

The project is being constructed within a stretch of roadway that encompasses many businesses. Willdan has provided construction management and inspection services within these types of business corridors. For example, Willdan recently completed full reconstruction projects on Sepulveda Boulevard in the City of Culver City and on La Brea Avenue in the City of Inglewood. These projects involved many of the same elements as the West Ridgecrest Blvd project. Willdan's team was proactive in its approach to providing updated information to businesses and residents; thereby, mitigating the number of complaints to the City.

Preliminary Project Review

Based on a cursory review of the project construction plans and specifications, ***Willdan offers the following comments which the City should consider prior to advertising for construction bids:***

- 1) The typical street cross sections and layout profiles show the crown of the street being lowered by as much as 1.35' at the street centerline, and therefore the crossfall of the street will be lessened from existing slopes. In some cases, the proposed crossfall is less than the standard minimum for asphalt concrete roadways. Additionally, in some cases, the elevation at the street centerline will be lower than the top of curb elevations, which can result in full street flooding, with no dry travel lanes during heavy rain events.
- 2) The project plans specify a 6" AC on 12" FDR structural pavement section on Ridgecrest Blvd. Lowering of the street crown, as indicated above, will require off-hauling of excess material. With the construction methods and order of work specified for FDR, the result of this off-haul would be that much of the material which is being pulverized and mixed would then be removed from the site.

The specifications do not currently address the need to stockpile removed asphalt materials and grade the street to conform to the line and grades specified, prior to mixing the asphalt material with the existing base and subgrade materials. It is recommended that this item be reviewed by the City and the City's designer prior to advertising for construction bids, as the methods specified will likely result in uncertainty during bidding or change orders during construction.

Project Approach

Willdan provides expertise in all areas of construction management, inspection, labor compliance, and community relations with residents and businesses affected by construction. Our experienced team members serve as construction managers, resident engineers, and inspectors and provide significant insight for identifying and correcting discrepancies, ambiguities, omissions, or conflicts in contract documents that could generate misinterpretation and/or disagreements between the City and the contractor.

Willdan has experience in managing projects that span heavily used, congested roadways and has experience in best practices to avoid potential conflicts and to avoid or mitigate any hazards during construction.

Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site problems
- Calling job site problems to the project manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City project manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Quality Assurance/Control

Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Mr. Thomas A. Broz, PE, SE, FASCE will serve as the Quality Assurance Manager for the City of Ridgecrest's reconstruction and widening project. He will work with Willdan's resident engineer, Mr. Michael D. Bustos, PE, to prepare the project-specific quality assurance plan and oversee its implementation and use throughout the term of the contract.

The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

- Address contractor coordination issues
- Identify key dates to maintain the project schedule
- Investigate constructability
- Discuss construction sequencing
- Track progress

This project-specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project-specific documentation.

The project plan will incorporate Caltrans' prescribed standards and procedures by superimposing Caltrans' Construction Manual/City of Ridgecrest QAP testing frequency tables and applying the data to construction materials used for the project. A matrix will be generated from the correlation of these documents that summarizes in detail the testing and frequency required for materials entering the project. All Willdan team members will be fully cognizant of the materials testing matrix – leaving no room for error. As a secondary benefit, decisions regarding testing will have been formulated before construction begins.

Our team understands the importance of the quality assurance process and is committed to strict adherence to the project-specific plan throughout construction.

Project Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the work quality is in compliance with federal funding requirements, LAPM, and the contract documents. Mr. Michael D. Bustos, PE, and Mr. Jason Brown, RCI, will serve as Willdan's resident engineer and construction manager, respectively. Mr. Bustos, Mr. Brown, and our public works inspector will coordinate, work, proactively assist the general contractor's construction efforts, and maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications.

Initial project administration protocols include:

- Construction document review for constructability
- Engineer's cost estimate review for accuracy and completeness
- State and federal funding assistance
- Project construction CPM schedule development
- General contractor selection assistance, if desired by the City
- Preconstruction meeting with the general contractor, City representatives, designer, and others deemed necessary by the City or Willdan

Once construction has begun, Willdan will:

- Review and monitor the work as it is constructed, along with supporting documentation which establishes the technical adequacy of the construction, the timely schedule of implementation, and the budget
- Track the progress and quality of construction
- Log and process submittals, RFIs, RFCs, and CCOs
- Initiate employee interviews
- Track labor and equipment pursuant to LAPM requirements
- Review and assist with resolution of all technical data and issues
- Provide daily, weekly, and monthly reports to the City on construction progress and all technical and economic parameters.

Willdan's team is unique in that it is structured as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, while at the same time having minimal overlap of duties to

avoid misunderstandings of assigned responsibilities and reduce costs. This structure provides a natural quality assurance/control system for the team.

Mr. Bustos is the base for any decisions and provides assignment of specific duties on a daily basis, while monitoring the success of their fulfillment. He has specific administrative duties, which include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system and LAPM. Mr. Brown and inspector(s) will have specific assignments and move the products of their reporting to Mr. Bustos.

This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with multi-level control.

Scope of Work

Willdan's work plan for the Ridgecrest Boulevard reconstruction and widening project is detailed below.

Resident Engineering

1. Conduct a thorough review of the soils report, construction plans and specifications. Review the schedule section of the proposed project specification for conformance with Caltrans standards.
2. Prepare a list of the following, including potential recommended corrections:
 - a. Difficulties of completing any element of construction;
 - b. Conflicts between elements or the environment;
 - c. Elements of construction that could be substituted with more efficient materials and associated methods;
 - d. Elements of the construction that are not appropriately compensated by the bid schedule;
 - e. Review project quantities and bid items. Provide review engineer's estimate of the proposed work;
 - f. Verify method for determining weather related construction delays is included in the contract.
 - g. Verify that specifications include appropriate language requiring On-the-Job Training.

- h. Verify that specifications require Contractor to submit monthly schedule updates with progress payment requests, and weekly submission of 2-week look-ahead schedules.
 - i. Revise the City's boilerplate specifications to include requirement for the contractor to submit conditional releases with each progress payment request and unconditional releases with the final payment request.
3. Verify through design support consultation that each identified item of concern is being interpreted properly.
 4. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.
 5. Prepare a report of findings, and outline recommendations to reconcile issues discovered and generally to expedite the project.
 6. Provide a thorough review of the construction schedule.
 7. Attend prebid site meeting.
 8. Coordinate design revisions, RFI's, and other appurtenant work with City's design consultant.
 9. Attend bid opening.
 10. Review the three lowest bids and their good faith DBE efforts.
 11. Verify the low bidder's qualifications, prepare the bid summary, prepare a recommendation of contract award, and prepare the notice of award.
 12. Assist the City with public awareness and information program to keep residents and local stakeholders advised of project status along with the impacts to traffic flow circulation, including answering questions from the public about the project.
 13. Prepare the construction file. A copy of Willdan's LAPM file checklist is provided immediately following the Scope of Work section.
 14. Ensure that the contractor distributes public construction notices and places construction and information signs.
 15. Prepare special concerns to be presented at the preconstruction conference.
 16. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
 17. Review contractor's safety program in consultation with City staff.
 18. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents, LAPM, and in a timely fashion.
 19. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
 20. Closely review schedule and advise contractor to take action on schedule slippage.
 21. Document contractor's 20-day notices, mechanic's liens, and stop notices.
 22. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
 23. Prepare weekly statement of working days and submit to the contractor and the City.
 24. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
 25. Establish and conduct weekly construction progress meetings to:
 - Resolve all old business issues to the maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations
 - Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
 - List status of construction items recently undertaken or ongoing
 - List planned construction items for the next two weeks, usually known as the two-week look ahead schedule
 - Review SWPPP issues
 - Review contractor's safety program
 - Provide updated drawings listd/log.

A sample of Willdan’s weekly meeting minutes can be provided upon request.

26. Prepare minutes for the weekly construction progress meeting.
27. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
28. Evaluate and respond to the contractor’s requests for clarification of plans and specifications.
29. Ensure that all questions, conflicts, and issues are immediately brought to the City’s attention and addressed with appropriate directives to the contractor.
30. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
31. Perform quantity, time, and cost analyses required for negotiation of contract changes. At the end of the project, provide a “balancing” change order to cover all bid items over/under their original bid amounts.
32. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review. Review the Contractor’s labor rate schedule for conformance with current prevailing wages. Utilize the Caltrans rate rental book (“Bluebook”) for change order costs associated with equipment utilized on the project.
33. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
34. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
35. Monitor materials documentation and testing results and enforce corrections.
36. Review for approval the contractor’s progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over the amount with the contractor; and process payments through the City’s project manager.
37. Monitor preparation of a punch list at substantial completion and follow up.

38. Routinely review construction files to ensure conformance to City standards and good construction management practice.
39. Ensure City received as-built set of drawings at completion.
40. Assist City with stop notices and release of retention. Verify lien releases have been received from contractor for all subcontractors and suppliers. Prepare and submit Notice of Completion.
41. Provide memorandum of clearance to issue the notice of completion.
42. Finalize and deliver all construction files and supplies to the City for their records.
43. Maintain a copy of all construction files and information as needed in the event of a Caltrans or FHWA pre-, mid-, or post-construction project audit, for a period of three years from Caltrans payment of the Final Invoice, or four years from the date of final payment under the contract, whichever is longer, in accordance with Chapter 19 of the LAPM.
44. On behalf of the City, attend and administer Caltrans or FHWA pre-, mid-, or post-construction project audits.

Construction Management and Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor’s sole re-

- sponsibility to provide workers with a safe working environment.
8. Provide Willdan’s labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review. Willdan’s inspector will work with our Labor Compliance Manager to monitor and verify specified DBE’s.
 9. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor’s compliance with approved SWPPP.
 10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
 11. Conduct daily measurements of quantities of work with the contractor.
 12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
 13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
 14. Ensure compliance of Underground Service Alert notification/delineation.
 15. Evaluate the contractor’s operation and production with respect to quality and progress and report to the resident engineer.
 16. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
 17. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
 18. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
 19. Prepare and maintain detailed daily diary inspector reports on construction progress.
 20. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
 21. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
 22. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
 23. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.
 24. Assist with the review and evaluation of change order work.
 25. Provide complete measurements and calculations documented to administer progress payments.
 26. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City’s design consultant will transfer the contractor’s record drawings to original Mylar drawings.)
 27. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
 28. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
 29. Prepare documentation for final payment to the contractor.
 30. Upon project completion, provide the finished set of project workbooks to the City.

Caltrans Award and Invoicing Submittals

Award Submittal

1. Send a copy of the notice of preconstruction meeting to Caltrans.
2. Prepare the Local Agency Contract Award Checklist (LAPM Exhibit 15-L).
3. Prepare the Detail Estimate and Summary (LAPM Exhibit 15-M), and Finance Letter (LAPM Exhibit 15-N) based upon the low bid.
4. Obtain from the contractor the Local Agency Bidder – DBE Commitment (Construction Contracts) - (LAPM Exhibit 15-G) based upon the low bid.

5. Prepare the Resident Engineer's Construction Contract Administration Checklist (LAPM Exhibit 15-B) to help the local agency with the administration of the federal-aid project.
6. Submit to Caltrans DLAE Item Nos. 2 through 5 along with the following items provided by the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, and the as-advertised plans and specifications.

Progress and Final Invoicing

1. Prepare Progress Invoice (LAPM Exhibit 5-A) at least every six months based on the contractor's contract progress reports and submit to Caltrans DLAE.
2. Prepare the Federal Report of Expenditures Letter and the Report of Expenditures Checklist (LAPM Exhibit 17-A) based upon the statement of working days.
3. Prepare the Local Agency Final Inspection Form (LAPM Exhibit 17-C) to initiate Caltrans' jobsite review and verification of completion of the project.
4. Prepare the Materials Certificate (LAPM Exhibit 17-G) for resident engineer's signature to show that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.
5. Prepare the Final Invoice (LAPM Exhibit 5-A), Final Detail Estimate and Summary (LAPM Exhibit 15-M), and Change Order Summary (LAPM Exhibit 17-E) based on the contractor's final contract progress report.
6. Submit to Caltrans DLAE Item Nos. 2 through 5 and attach the following items: Final Report - Utilization of DBE, First Tier Subcontractors (LAPM Exhibit 17-F) and DBE Certification Status Change (LAPM Exhibit 17-O) to initiate timely project closure and payment.
7. Following receipt of the final payment check from the State Controller's Office, include documents and submittals in a federal funding file and make a PDF-formatted file on compact disc for the City.

Labor Compliance Services

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on the Federal List of Parties Excluded (debarment list).
4. Review project specifications and determine the percentage of required DBE and trainee participation rates.
5. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
6. Verify and document jobsite posting of wage rate information and labor compliance posters.
7. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
8. Follow up with the contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies.
9. Coordinate withholding of progress and/or retention payments with City staff if contractor fails to abide by labor compliance requirements.
10. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
11. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
12. Coordinate project file reviews by authorized county, state, and federal agencies.

13. Submit complete federal labor compliance file to City for retention. (Note: federal labor compliance files are to be retained for a period of not less than three years.)

Geotechnical and Materials Testing

1. Review project plans and specifications. Willdan's geotechnical staff will provide quality assurance testing and monitoring of the contractor's material testing consultant.
2. Attend construction meeting, if needed.
3. Provide qualified Caltrans-certified soils technician to provide quality assurance monitoring of the contractor's operations including pavement operations and sidewalk subgrade preparations to perform as-needed field density tests and/or probing of subgrade and asphalt to document the quality of compaction for compliance with project specifications.
4. Report/provide update of ongoing tests, including compression testing of concrete cylinders (i.e., 7-day and off-schedule breaks)
5. Report laboratory test results, including 28-day break results for concrete cylinders.

6. Prepare and submit daily field testing and observation reports indicating information pertinent to the observations performed and their compliance or non-compliance with project documents and applicable codes. These will be provided to the City.
7. Provide technician coordination, dispatch, material engineering review, test reporting, quality assurance/control, and administrative support services
8. Prepare a final project certification document, if requested, upon project completion. This document will be prepared under the supervision of and signed by a California registered geotechnical engineer and will include daily reports summarizing construction activities, conclusions, and results of all tests and inspection. All non-conforming materials and steps taken to bring them into conformance will be noted.

Survey Quality Assurance

Willdan's in-house survey staff will assist the construction manager with monitoring the contractor's construction survey work. City to provide one-week notice for survey QA services.

Sample Checklist

**CITY OF _____
FIELD FILE CHECKLIST**

Project: _____

Project No. _____

Federal/CDBG/OTHER No. _____

- 1.0 Correspondence A
 - Letters, memos and transmittals (most recent on top)
- 2.0 Correspondence B
 - 2.1 Consumer complaints & responses
 - 2.2 20-day Notices
 - 2.3 Stop Payment Notices
- 3.0 Correspondence C
 - 3.1 Copy of AD advertising of the project (ARRA)
 - 3.2 City Council award (date)
 - 3.3 Notice of award
 - 3.4 Notice of pre-construction meeting
 - 3.5 Minutes of pre-construction meeting
 - 3.6 Notice to proceed
 - 3.7 Copy of signed and executed contract
 - 3.8 Preliminary and final punch lists with inspector's signature and date of completion
 - 3.9 List of project personnel with signatures (ARRA)
 - 3.10 Emergency contact information
 - 3.11 Medical facility map and directions
 - 3.12 Permits
 - 3.13 Right-of-way documents (if necessary)
 - 3.14 Certificate of posting with picture of job site and location of posted posters. (ARRA)
 - 3.15 Certificate of posting with picture of job site and location of project signs. (ARRA)
 - 3.16 Notice to property owners
 - 3.17 Notice of completion. (ARRA)
 - 3.18 Federal aid amendment modification summary (ARRA)
 - 3.19 E-76 (ARRA)
 - 3.20 Environmental Report (ARRA)
- 4.0 Construction Schedules
 - 4.1 Working day calendar
 - 4.2 Statement of working days
- 5.0 Daily Construction Reports
- 6.0 Equipment and labor reports. (ARRA)
- 7.0 Employee Interviews. (ARRA)
- 8.0 List of subcontractors. (ARRA)
- 9.0 List of materials to be used with suppliers
 - 9.1 Material submittal log
 - 9.2 Submittals (separate tab for each submittal) with Certificate of Compliance.

Sample Checklist, *continued*

- Should have Certificate of Compliance for all manufactured items. Examples of required submittals/certs are listed below. Should have at least one alternate supplier for AC, PCC, and ARHM.
- 1.0 Construction Schedule
 - 2.0 Emergency Contacts
 - 3.0 Notice to the residents
 - 4.0 Concrete Mix 520-C-2500
 - 5.0 AC PG 64-10 "B" ¾" Irwindale Batch
 - 6.0 ARIIM-GG ½" PG 64-16 Corona Drum
 - 7.0 Loop Wires
 - 8.0 Loop Sealant
 - 9.0 Loop stub-out patch
 - 10.0 Striping - Thermoplastic
 - 11.0 Striping RPMs
 - 12.0 SWPPP
 - 13.0 Requested data on AC and ARIIM
 - 14.0 Class 2 base rock
- 10.0 Project QAP, Testing, Materials. (Highlight all required tests and frequency for your specific project.
- 10.1 Willdan Geotechnical Caltrans Certification
 - 10.2 Willdan Geotechnical Technician's Certifications
 - 10.2 Willdan Geotechnical Equipment Calibrations Certifications
 - 10.4 Materials testing worksheet - List of all required test, per QAP, for the specific project.
 - 10.5 Compaction testing (separate tab) SE etc.
 - 10.6 Run tape AC plant and field (separate tab) load tickets and mix designs
 - 10.7 Run tape PCC plant and field (separate tab) load tickets and mix designs
 - 10.8 Rock / base (separate tab) load tickets
 - Pipe press tests (results)
 - 10.9 Pressure Test - Testing Worksheet
 - 10.10 Bac-T Testing
 - 10.11 Sewer test (results) - Have separate testing worksheet for main-line and manholes
 - 10.12 S.D. pipe (lay sheet, etc)
 - 10.13 Top soil (Class A, B, or C)
 - 10.14 Independent quality assurance reports (ARRA)
- 11.0 Pay quantity progress payments (Must have all SIGNITURES)
- 12.0 Bid Schedule
- 12.1 Detailed estimate (ARRA)
 - 12.2 Finance letter (ARRA)
- 13.0 Survey
- 14.0 Contract Change Log - Should have separate tab for each change order. Each CCO shall include project memorandum, time and person notified, pictures, as-built documents, and extra work reports. Must have SIGNED copy of approved CCO.
- 15.0 Specifications - Must have separate tab for each addendum.
- 16.0 Photos

Claims Resolution Expertise

Willdan has veteran construction engineers on staff with extensive knowledge of how to quickly understand project field conditions and issues and mitigate those issues with practical, cost efficient solutions that will protect the City’s liability exposure, while preserving the integrity of the contracted design. Our construction management staff is well versed in reviewing and analyzing critical path method schedules and time impact analysis submittals and in preparing recommendations and presentations on these issues, including utilizing the latest Primavera and Microsoft Project software.

One of the keys to resolving construction problems before they occur begins with a well defined work plan. As part of the previously described project-specific quality assurance plan, a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule will be developed. The work plan will provide definitive directions to the project team as agreed to by the City. The plan will address, at a minimum, project team meetings; effective communication mediums; and scheduled quality control processes.

Our construction management team will also perform a constructability review of the plans and specifications, including analysis of quantities; a check of construction phasing – specifically the traffic plans – and a full analysis of the contractor’s schedule.

We will also review the SWPPP to confirm that the contractor’s plan meets the State’s QSP/QSD requirements and that all storm water permits are in place. Willdan’s public works inspectors are well versed in the latest requirements and will ensure the contractor installs the required BMPs pursuant to the project-approved SWPPP. Many of our inspectors are certified QSPs and are capable of inputting data into the State of California’s SMART system. Although we may not always be the designated QSP, Willdan provides pre-storm, storm, and post-storm rain event information. Willdan’s BMP form is available upon request.

Additionally, our construction manager will maintain a project first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues.

We are a team, and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

Community Outreach

Willdan has experience conducting public participation and community outreach programs to address potential concerns and gain public support for the project.

Our efforts typically begin by:

- Identifying key project stakeholders
- Preparing and distributing mass mailers (if appropriate) describing the project’s scope, timeline, and expected results
- Conducting community workshops– if directed by the City – to inform the public of project details and address concerns/ideas about the project

Willdan has provided successful public outreach and town hall meetings and, if needed, has met with impacted business owners; listened and acknowledged their concerns; and found solutions to address those concerns without any negative impact to project completion.

Cost Control and Reporting

A representative example of how Willdan strives for cost-effective construction is provided herein – illustrating how Willdan saved the City of South Gate \$50,000 in the cost of construction for water and sewer main replacements.

Willdan is providing construction management and construction observation for a \$4 million Westside Water and Sewer Main Replacement Program for the City of South Gate. All existing fire hydrants within the project limits were specified to be reconnected to the proposed water mains, with new hydrants to be installed between existing hydrants as needed in order to obtain 300-foot maximum spacing between hydrants.

During construction, it was determined that the condition of existing hydrants was not suitable for reuse. The City issued a contract change order to have the contractor replace 30 existing hydrants with new hydrants. Prior to installation of the hydrants, Willdan evaluated the locations of existing and proposed hydrants and advised the City that 10 fire hydrants could be eliminated by strategically locating the new hydrants, instead of working around the locations of existing hydrants.

Willdan provided a revised layout to the City for approval, which reduced the number of hydrants required while still maintaining the maximum specified spacing between hydrants. The total quantity of hydrants installed on the project was reduced by 12 percent –resulting in a \$50,000 savings to the City.

Experience with Similar Projects, References, Project Cost

Willdan Engineering

As requested by the City, below are select representative projects illustrating our expertise with similar construction engineering projects.

Safe Routes to School - Cycles 8 and 9

City of Ridgecrest

(Federal Project Nos. SR2SL-5385(039) and (041))

Contact: Mr. Loren Culp
City Engineer
(760) 499-5082

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: Cycle 8 SR2S - January 2013 to March 2013
Cycle 9 SR2S - May 2013 to October 2013

Project Cost: \$332,000

Willdan provided Resident Engineer, inspection, quality assurance testing, and federal invoicing services for these state-funded Safe Routes to School Projects. The proposed project provided public safety improvements near Las Flores Elementary School, James Monroe Middle School, and Faller Elementary School. Project improvements included ADA-compliant sidewalks and walkways, curb and gutter, ADA-compliant crosswalks, striping and signage, and an extension of roadway paving.

Drummond Avenue Street Resurfacing

City of Ridgecrest

Contact: Mr. Loren Culp
City Engineer
(760) 499-5082

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: August 2012 to November 2012

Project Cost: \$336,500

Willdan provided Resident Engineer, inspection, and quality assurance testing services for this Proposition 1B funded project to rehabilitate the existing asphalt concrete pavement on Drummond Avenue between Norma Street and China Lake Blvd. The general nature of the work involved the repair and rehabilitation of an existing asphalt concrete arterial roadway, including cold-planing (104,000 SF), hot mix asphalt concrete repairs (10,000 SF) and overlay (1,450 tons), and installation of new traffic detection loops and pavement delineation.

Minor concrete work included construction of new curb, gutter, sidewalk, driveway, cross gutters, and removal and replacement of ADA ramps.

Willdan also provided coordination with Caltrans District 9 for work performed under an encroachment permit issued by Caltrans for work within their right of way.

College Heights Boulevard Improvements

City of Ridgecrest

(Federal Project No. STPL-5385(037))

Contact: Mr. Loren Culp
City Engineer
(760) 499-5082

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: June 2012 to April 2013

Project Cost: \$635,000

Willdan provided contract administration, construction observation, material testing, and federal labor compliance for unclassified excavation, cold milling, HMA overlay, PCC, ADA-compliant ramps, and other work.

Willdan provided Resident Engineer, Caltrans Local Assistance liaison, and quality assurance testing services for this federally funded project to reconstruct the AC pavement roadway on College Heights Blvd between Franklin Ave and Jarvis Ave. Willdan provided bid support, CM, and full time inspection services. In addition, Willdan handled all aspects of the Federal aid assistance process. The general nature of the work involved cold planning (229,000 SF) and hauling off existing asphalt concrete, and full reconstruction of the existing roadway with hot mix asphalt (3,900 tons) over compacted aggregate base.

Lindero Canyon Road Overlay

City of Westlake Village
(Federal Project No. ESPL-5431(006))

Contact: Mr. John Knipe, PE
City Engineer
(818) 706-1613

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Cost: \$475,000

Willdan provided contract administration, construction observation, engineering support, material testing, and federal labor compliance for cold milling, ARHM overlay, PCC improvements, and other ap-purtenant work.

CI 4202 Street Rehabilitation

City of Thousand Oaks
(Federal Project No. STPL-5392(036))

Contact: Mr. Tom Pizza
Engineering Division Manager
(805) 449-2430

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: December 2010 to December 2012

Project Cost: \$3,000,000

Willdan provided contract administration, construction observation, engineering support, material testing, and federal labor compliance for cold milling, ARHM overlay, cold-in-place recycling, PCC im-provements, ADA-compliant ramps, and other ap-purtenant work. The project was completed in ad-vance of the 2011 Amgen Tour de California Bike Race, which routed cyclists through the project area. The finish line for the race was located in the middle of the project limits, making it critical that and all work be completed on schedule.

Bloomfield Avenue Overlay

City of Lakewood
(Federal Project No. ESPL-5315(006))

Contact: Mr. Max Withrow
Assistant City Engineer
(562) 866-9771 extension 2502

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: January 2009 to June 2009

Project Cost: \$1,700,000

Willdan provided construction management, labor compliance, material testing, and public works ob-servation for cold milling asphalt, reconstructing

damaged curb and sidewalk, and installing ARHM overlay.

Willdan monitored the contractor's payroll for conformance with applicable state and federal laws as well as monitored construction activities to ensure compliance with design.

Hacienda Boulevard Overlay

City of La Puente
(Federal Project No. ESPL 5331(011))

Contact: Mr. Bret Plumlee
City Manager
(626) 855-1500

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: October 2009 to January 2011

Project Cost: \$1,200,000

Willdan provided construction management, labor compliance, material testing, and public works ob-servation for cold milling asphalt, reconstructing damaged curb and sidewalk, and installing an ARHM overlay. Willdan monitored the contractor's payroll for conformance with applicable state and federal laws as well as monitored construction ac-tivities to ensure compliance with design.

Willdan was selected to provide construction man-agement services for the Hacienda Boulevard Im-provement Project, from Nelson Avenue to Amar Road. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold mill-ing, pavement reconstruction, concrete repairs, curb ramps in compliance with the Americans with Disabilities Act (ADA) requirements, and pavement markings.

Willdan services included contract administration, construction observation, utility coordination, fund-ing administration, federal labor compliance, and material testing. The project was federally funded by the ESPL funds.

Slauson/Atlantic Avenues Beautification

*City of Maywood
(Federal Project Nos. ESPL 5265(010) and ESPL 5265(011))*

Contact: Mr. Andre Dupret
Project Manager
(323) 562-5700

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: October 2009 to January 2011

Project Cost: \$1,800,000

Willdan was selected to provide construction management services for the Median and Pavement resurfacing of the Intersection of Slauson Avenue and Atlantic Boulevard. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold milling, new landscape median islands, concrete repairs, curb ramps in compliance with ADA requirements, PCC pavement, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, and material testing.

Willdan provided construction management, labor compliance, material testing, and public works observation for installing plant material in medians, installing banner poles, cold milling existing asphalt, reconstructing damaged curbs and sidewalk; and installing an ARHM overlay. Willdan monitored the contractor’s payroll for conformance with applicable state and federal laws as well as monitored construction activities for design compliance.

Arterial Street Resurfacing

*City of Rancho Palos Verdes
(Federal Project No. ESPL 5413(010))*

Contact: Ms. Bindu Vaish
Assistant Engineer
(310) 544-5254

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: September 2009 to January 2011

Project Cost: \$2,000,000

Willdan provided construction management, labor compliance, material testing, and public works observation for ARHM overlay, cold milling, removing/replacing damaged asphalt, installing ADA-compliant curb ramps and cross gutters, constructing bus pads, installing reinforced GlasGrid, signing/striping, and other appurtenant work.

Willdan was selected to provide construction management services for the City’s Arterial Street Resurfacing project. The project included improvements on: Hawthorne Boulevard from Palos Verdes Drive West to Durpe Drive and from Verde Ridge Road to Indian Peak Road; Palos Verdes Drive West (N/B) for Hawthorne Boulevard to north City Limit; and Palos Verdes Drive South (E/B) from Terranea Way to 2,200’ west. The project general items of work included Asphalt Rubber Hot Mix (ARHM) street resurfacing, installation of pavement reinforcement mesh (PRM)/Glasgrid, cold milling, bus pad construction, curb and gutter removal and replacement, curb ramps in compliance with ADA requirements, AC pavement reconstruction, roadway striping, and traffic loop replacement.

Willdan services included contract administration, construction observation, Caltrans award and invoicing, federal labor compliance, and material testing. The project was federally funded by the ARRA funds.

South Street Improvements

*City of Lakewood
(Federal Project No. ESPL 5315(007))*

Contact: Mr. Max Withrow
Assistant City Engineer
(562) 866-9771 extension 2502

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: August 2009 to June 2011

Project Cost: \$1,500,000

Willdan provided contract administration, construction observation, engineering support, monument restoration, utility coordination, material testing, Caltrans award and invoicing, and federal labor compliance for ARHM overlay, PCC improvements, ADA-compliant ramp installation, and other work.

Centralia Street Improvements

*City of Lakewood
(Federal Project No. ESPL 5315(008))*

Contact: Mr. Max Withrow
Assistant City Engineer
(562) 866-9771 extension 2502

Firm Role: Construction Management,
Inspection, Material Testing, Labor
Compliance, Federal Invoicing

Project Dates: February 2011 to June 2011

Project Cost: \$1,000,000

Willdan provided contract administration, construction observation, engineering support, monument restoration, utility coordination, material testing, Caltrans award and invoicing, and federal labor compliance for cold milling, ARHM overlay, PCC improvements, ADA-compliant ramps, and other work.

Pacific Avenue Improvements

City of Manhattan Beach
(Federal Project No. ESPL 5212(007))

Contact: Mr. Michael Guerrero
Principal Engineer
(310) 802-5355

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: June 2011 to August 2011

Project Cost: \$700,000

Willdan provided contract administration, construction observation, engineering support, monument restoration, utility coordination, material testing, and federal labor compliance for cold milling, 3,000 tons of ARHM overlay, 56,000 square feet of asphalt removal and replacement, PCC improvements, ADA-compliant ramps, and other appurtenant work.

Placentia Avenue Improvements

City of Placentia
(Federal Project No. ESPL 5269(021))

Contact: Mr. Stephen Drinovsky
Public Works Director
(714) 993-8131

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: February 2010 to August 2010

Project Cost: \$750,000

Willdan provided contract administration, construction observation, engineering support, monument restoration, utility coordination, material testing, and federal labor compliance for miscellaneous unclassified excavation, cold milling, ARHM overlay, PCC improvements, ADA-compliant ramps, block wall construction, and other appurtenant work.

Willdan provided construction management, public works observation, material testing, and labor compliance services for the City of Placentia's Placentia Avenue Overlay Project. The project involved the removal and replacement of damaged curb/gutter, sidewalk, and installation of ARHM overlay.

La Brea Avenue Pavement Reconstruction

City of Inglewood
(Federal Project No. DEMO4L-5164(028))

Contact: Mr. Albert Mendoza
Associate Engineer
(310) 412-4261

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: May 2013 to present

Project Cost: \$5,000,000

Willdan is providing contract administration, construction observation, public outreach, utility coordination, material testing, and federal labor compliance for full pavement removal, 18,000 tons of AC overlay, 18,450 cubic yards of asphalt removal and replacement, PCC improvements, ADA-compliant ramps, and other appurtenant work.

Base Line Beautification

City of Highland
(Federal Project No. HSIPRPLE 5449(022))

Contact: Mr. Carlos Zamano,
(909) 864-6861 extension 254

Firm Role: Construction Management, Inspection, Material Testing, Labor Compliance, Federal Invoicing

Project Dates: April 2013 to present

Project Cost: \$5,000,000

Willdan is currently providing construction management, labor compliance, material testing, and public works observation services for the City's Base Line Beautification project. The project involves cold milling the asphalt, reconstructing damaged curb and sidewalk, CIR, installation of brick pavers in two intersection, decorative street lighting, new traffic signals, and landscaped medians.

In summary, Willdan has provided the following services for the above-listed projects:

Project Name	State/Federal Funding	Contract Dispute Resolution	Contractor Quality Assurance	Construction Cost Control/Reporting	SWPPP/ BMPs	Community Outreach	Constructability Review	Construction Management	Construction Inspection	Labor Compliance	Material Testing
Safe Route to School (Cycle 8 & 9), Ridgecrest	■	■	■	■	■	■		■	■	■	■
Drummond Avenue Street Resurfacing, Ridgecrest		■	■	■	■		■	■	■	■	■
College Heights Boulevard Improvements, Ridgecrest	■	■	■	■	■	■		■	■	■	■
Lindero Canyon Road Overlay, Westlake Village	■	■	■	■	■	■	■	■	■	■	■
CI4202 Street Rehabilitation, Thousand Oaks	■	■	■	■	■	■	■	■	■	■	■
Bloomfield Avenue Overlay, Lakewood	■	■	■	■	■	■		■	■	■	■
Hacienda Boulevard Overlay, La Puente	■	■	■	■	■	■		■	■	■	■
Slauson/Atlantic Avenues Beautification, Maywood	■	■	■	■	■	■		■	■	■	■
Arterial Street Resurfacing, Rancho Palos Verdes	■	■	■	■	■	■	■	■	■	■	■
South Street Improvements, Lakewood	■	■	■	■	■	■		■	■	■	■
Centralia Street Improvements, Lakewood	■	■	■	■	■	■	■	■	■	■	■
Pacific Avenue Improvements, Manhattan Beach	■	■	■	■	■	■		■	■	■	■
Placentia Avenue Improvements, Placentia	■	■	■	■	■		■	■	■	■	■
La Brea Avenue Pavement Reconstruction, Inglewood	■	■	■	■	■	■		■	■	■	■
Base Line Beautification, Highland	■	■	■	■	■	■		■	■	■	■

Geo-Environmental, Inc.

Manchester Boulevard Corridor Improvements

City of Inglewood

(Federal Project No. ESPL-5164 (016))

Contact: Albert Mendoza
Senior Engineer
(310) 412-5333

Firm Role: Geotechnical Observation and Materials Testing

Project Dates: 2010

The approximately 3-mile-long improvements consisted of repairing portions of the sidewalks, ramps, curbs, and gutters and resurfacing pavement with a 3-inch thick ARHM overlay. GEI provided soils, concrete, and asphalt concrete testing services during construction. The project required meeting City and Caltrans specifications. GEI was responsible for supervising removal of damaged access ramps and curb and gutters and preparation of pavement surface. GEI performed soil, AC density, slump, and temperature tests on Portland Cement Concrete (PCC) and tested subgrade, aggregate base, and AC material to verify the required relative compaction. Samples of subgrade soil and aggregate base were tested in accordance with Caltrans Test Methods (CT) 201, 202, 216, and 217 for conformance to contract specifications. Laboratory testing was performed in GEI's Caltrans certified soil and material testing laboratory.

Concrete inspection and testing performed by GEI included observation of temperature, ensuring traveling time and Ball Penetration of the concrete for all the delivery trucks providing ready-mix concrete at the project site in accordance with CT 533, 539, 540, 556, and 557. In addition, a minimum of one set per class of concrete for each day's production of critical structure was tested. Cylinders were tested at 14 and 28 days for their compressive strength in accordance with CT 521. AC inspection and testing performed included observation and testing during preparation of the ARHM material at the batch plant as well as during placement and compaction of the overlay. Batch plant and field material testing followed CT 125, 308, and 375 requirements.

Sampson Avenue Pavement Rehabilitation

City of Corona

Contact: Mr. Clint Herrera
Senior Engineer
(951) 739-4888

Firm Role: Geotechnical Observation and Materials Testing

Project Dates: 2009

GEI provided geotechnical observation and materials testing services during pavement rehabilitation on Sampson Avenue, from Radio Road to approximately 290 feet east of Granite Street. GEI performed field density testing on full-depth reclamation (FDR) material compacted and stabilized with cement, and on asphalt concrete overlay to determine relative compaction.

Prior to rehabilitation, the existing pavement section consisting of subgrade soils, aggregate base (AB), and asphalt concrete (AC) was uniformly crushed and blended with the use of a four-wheel drive rotary mixer CAT RM 350B. Approximately 10 inches of existing AC pavement section were pulverized and uniformly blended on the entire portion of Sampson Avenue. The pulverized material was blended with Type II/V low alkali cement at rate approximately four percent based on an in-place dry unit weight of 130 pounds per cubic foot. The FDR material and the cement were mixed with the use of the four-wheel drive rotary mixer CAT RM 350B. GEI routinely observed and inspected that the moisture content of the FDR material was between one percentage point below the optimum moisture content to about two percentage points above the optimum moisture content.

After the material was properly stabilized with cement and blended with water, the contractor continued compaction operations. The relative compaction and moisture content of the FDR material were monitored and checked by GEI using the nuclear gauge test method (ASTM D 2922-01).

After the FDR material was properly compacted and approved, it was cured with water for at least 24 hours.

After that, the FDR material was micro-cracked with the use of one steel-drum vibro-compactor (DYNAPAC). GEI closely monitored these operations to ensure that stiffness of the FDR section was reduced several percentages of the total stiffness (approximately 40 percent reduction of the total stiffness of the proposed FDR section).

At least three complete passes were made with the compaction equipment to achieve the desired stiffness reduction.

The final step to complete the street rehabilitation was to place and compact the proposed overlay with three steel drum vibro-compactors. These operations were closely observed and inspected. The relative compaction of the compacted ACO was monitored and checked using the nuclear gauge test method (ASTM D 2922-01). The test results showed compliance with the minimum requirement of 95 percent relative compaction.

Following completion of the project a report was prepared summarizing testing and inspection results.

Familiarity with State and Federal Procedures, References AND Familiarity with State and Federal Audit Process, References

State and Federal Procedure and Federal Audit Process Expertise

Successful construction management depends upon thorough knowledge of the entire project development process. Willdan's construction management staff has a wealth of expertise preparing and processing various Caltrans-related projects for local agencies. With numerous completed projects and more than a dozen in progress, Willdan has assisted cities at various stages of state- and federally-funded projects – from the initiating request to final invoicing. Although each program may encompass different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedures Manual (LAPM). Our staff stays apprised of revisions to procedures and forms in the LAPM through Local Programs Procedures and Division of Local Assistance Office Bulletins. Our staff maintains quality relationships with Caltrans' District Local Assistance. Willdan has assisted cities at various project stages with:

- FTIP programming
- Request for authorization to proceed with preliminary engineering
- Request for environmental approval
- Right-of-way certification
- Request for authorization to proceed with construction
- Award submittal
- Progress invoice
- Final report of expenditures

Samples of federal documentation Willdan has completed include:

- Field review
- Request for authorization and data sheets
- Finance letters
- Preliminary environmental study (PES)
- Right-of-way certification
- Local programs agreement checklist
- Detail estimate and summary
- Plan, specification, and estimate certification
- Resident engineer's construction contract administration checklist
- Local agency contract award checklist
- Federal report of expenditures letter and checklist
- Materials certificate
- Local agency final inspection form

As has been shown throughout our proposal, Willdan is very familiar with and has many years of experience managing federally funded projects.

This familiarity with LAPM requirements and our growing working relationship with Caltrans District 9 staff will be critical for the management of this proposed construction project. Due to the size and cost of the project, there is high likelihood that Caltrans will select this project for audit.

As part of the administration process, Willdan has successfully participated in over two dozen federal/Caltrans audits over the past three years and we have an excellent working relationship with the Caltrans DLAE. Our management team will be available to assist the City with any audits and record requests made by Caltrans and FHWA personnel. Willdan's Resident Engineer and Labor Compliance Manager will represent the City throughout the auditing process and have a thorough understanding of the requirements of Chapter 19 of the LAPM. Willdan's management team will ensure that the projects files are kept in accordance with Caltrans requirements and can clearly demonstrate to all concerned that project supervision and control were maintained throughout the project.

A representative sampling of projects and references where Willdan has performed these services include:

- Bloomfield Avenue Overlay, Lakewood
 - Max Withrow, Assistant City Engineer, (562) 866-9771 extension 2502
- Hacienda Boulevard Overlay, La Puente
 - Mr. Bret Plumlee, City Manager, (626) 855-1500
- La Brea Ave, City of Inglewood
 - Mr. Albert Mendoza, PM, (310) 412-4261
- Base Line, City of Highland
 - Mr. Carlos Zamano, PM, (909) 864-6861 (EXT: 254)

Exceptions to RFP

Willdan has reviewed the City of Ridgecrest's RFP in its entirety, as we take have exceptions.

Compliance to DBE Goal

In accordance with the stated 1% DBE participation goal, Willdan will provide certified subconsultants to meet or exceed the City's goal.

Willdan will utilize the services of Geo-Environmental, Inc. (GEI) for QAP testing. GEI is a Caltrans-certified DBE.

Appendix
Project Team Resumes
Firm Service Capabilities, Qualifications and Experience

Thomas A. Broz, PE, SE, FASCE
Principal-in-Charge/Quality Assurance Manager

Profile Summary

Education: MS, Structural Engineering, University of Illinois
 BS, Civil Engineer, University of Notre Dame

Registration: Civil Engineer, California, No. 24581
 Structural Engineer, California, No.2202
 Civil Engineer, Illinois, Indiana, Iowa, Minnesota
 General Contractor, Arizona and Nevada

Experience: 37 Years

Mr. Thomas A. Broz has over 37 years of diversified engineering and construction management experience progressing from direct design to management of design, procurement and construction of major projects. This experience has included the management of project, business development, and functional department activities with the emphasis on the design/build project delivery method. Mr. Broz’s experience has included both vertical and horizontal construction and technical engineering disciplines.

Mr. Broz is the Director of Program and Construction Management Services for Willdan. He oversees all projects for which Willdan is providing program and construction management services. These services range from either complete “cradle-to-grave” services including initial project planning, management of design and construction management services, or individual project phase services as desired by the client.

Relevant Project Experience

Orange Line Extension, Metropolitan Transportation Authority (MTA), Los Angeles, CA. Quality Assurance Manager. Responsible for providing professional engineering design for design/build of the MOL extension from the Chatsworth Station to Canoga Station in the San Fernando Valley along Canoga Avenue. Willdan is preparing plans, specifications and estimate for street widening, raised landscaped medians, irrigation system, ADA access curb ramps, bicycle paths, park-and-ride and parking lot facilities, traffic signal modifications, communication conduits, and signing and striping. In addition, three stations will be constructed or reconstructed.

City of Los Angeles, Various Construction Projects, Los Angeles, CA. Principal-in-Charge providing construction management with oversight for:

- Fletcher Drive Bridge seismic strengthening over Los Angeles River
- Overland Avenue Bridge widening over Santa Monica (I-10) Freeway
- North Main Street Bridge seismic strengthening over the Los Angeles River.

Orange County Fire Authority, Various Fire Station Improvements, Orange County, CA. Provided program and construction management services for design/build seismic upgrades for:

- renovations of 20 fire stations (essential services facilities) of varying vintages and types of construction;
- renovation (90 percent of original structure was demolished) of Fire Station 22 (essential services facility), OCFA’s busiest station and the eighth busiest fire station in the nation;
- design and construction of replacement stations for Fire Stations 19 and 29 (essential services facilities);
- construction of a replacement station for Fire Station 39 (essential services facility).

City of San Clemente, Talega OCFA Fire Station 59, San Clemente, CA. Provided construction management services for construction of the Talega Fire Station (essential services facility).

City of Placentia, Civic Building Renovations, Placentia, CA. Provided program management services for the design/build renovations and seismic upgrades to the City Hall, the City Library, the City Garage and two City fire stations (OCFA Fire Stations 34 and 35) (essential services facilities).

City of Orange, Fire Headquarters, Orange, CA. Provided program management services for design and construction of a new fire headquarters (essential services facility) that will also house Fire Station 1 and the City’s new emergency operations center.

He was also involved in the design and construction of renovation and seismic upgrades to the City Hall, the Fire Department Headquarters (essential services facility) and Vehicle maintenance building and warehouse.

City of Riverside, Magnolia Police Station, Riverside, CA. Provided program management services for design/build of the conversion of a Costco store into a police station (essential services facility).

City of San Clemente, OCFA Fire Station 60 and Senior Center, San Clemente, CA. Provided construction management services for construction of the combined Downtown Fire Station and Senior Center.

City of Seal Beach, OCFA Fire Station 48, Seal Beach, CA. Provided construction management services for construction of the fire station.

City of Riverside, Tequesquite Landfill Gas Extration and Treatment Facility Improvements, Riverside, CA. Provided program management services for design and construction of a sound enclosure building for the facility.

City of Rancho Cucamonga, Police Headquarter Improvements, Rancho Cucamonga, CA. Provided program management services for design/build of a third-floor addition to and renovation of a two-story police headquarters (essential services facility). Included in the new third floor was a state-of-the-art emergency operations center. He was also involved in the design/build of seismic upgrades and renovations to the civic center/city hall (essential services facility).

City of Upland, Emergency Operations Facility, Upland, CA. Provided program management services for design/build of the conversion of the City's old city hall into a new state-of-the-art emergency operations center (essential services facility). This conversion entailed seismic retrofits and architectural renovations while preserving the historic fabric of this historic art-deco city hall. He was also involved in design and construction of seismic retrofits and architectural restorations of the City's fire station constructed in 1919.

County of Orange, County Law Library Renovation, Orange County, CA. Provided program management services for design and construction of a major addition to and renovation of the law library.

City of Covina, Heritage Park Renovation, Covina, CA. Provided design and construction management for renovation of the downtown one-acre park.

City of Covina, Downtown Demolition, Covina, CA. Provided design and construction management for demolition of a downtown City square block to prepare for construction of a redevelopment mixed-use (commercial, retail, and residential) project (Citrus Walk).

City of Tustin, Citrus Ranch Park, Tustin, CA. Provided construction management services for construction of the 17-acre Citrus Ranch Park.

City of Fountain Valley, Fountain Valley Recreation Center Renovation, Fountain Valley, CA. Provided program management services for design and construction of the 76-acre Fountain Valley Recreation Center renovation and expansion.

Foothill Transit, Operations and Maintenance Facility, Irwindale, CA. Provided construction management services for an operations and maintenance facility. This facility is one of two facilities in Foothill's system designed to service its bus fleet.

Orange County Water District, District Buildings Renovation and Seismic Upgrade, Orange County, CA. Provided program management services for design and construction of seismic upgrades and renovations to nine OCWD buildings, including administration, laboratory, warehouse, field headquarters, chemical treatment, field administration, chlorine storage, blending reservoir, and the burris pit pump station.

Diocese of Orange, Parish Buildings and Seismic Upgrades, Orange County, CA. Provided construction management services for two new churches and one new school building at three different parishes. Construction management services for seismic upgrades to several churches, schools and community centers at five different parishes.

Honors

- ASCE, Orange County, Civil Engineer of the Year, 2012
- Orange County Engineering Council, Distinguished Engineering Merit Award, 2012
- Los Angeles Section ASCE recipient, Edmund Friedman Young Engineer Award for Professional Achievement, 1980

Christopher D. Baca, RCI, CESSWI

Project Manager

Profile Summary

Education: BS, Public Administration, California State University, Fullerton
 Public Works Inspection, California State University, Los Angeles Extension
 Asphalt Paving, Contract Administration, and Change Orders for Federally Funded Projects Seminars
 Inspection Principles; Public Contact; Slurry Seal; and Traffic Signal Inspection and Design Seminars

Registration: California, Division IV, Public Works, RCI No. 4161
 California, Division I, Engineering, RCI No. 5161
 Storm Water Inspector, CESSWI No. 2957

Experience: 26 Years

Mr. Christopher D. Baca is responsible for directing and monitoring public works inspection services, and overseeing construction observation personnel. His experience includes construction management of large-scale projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. In addition to his experience with Community Development Block Grant (CDBG) funded projects, Mr. Baca is also familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Program Manual. During his 26 years of experience with Willdan, Mr. Baca has served as a senior public works observer, as well as a permit inspector in the Cities of Bell Gardens, Paramount, and Rosemead. Currently, Mr. Baca manages work in Los Angeles and Orange Counties. He interfaces with California Department of Transportation on a regular basis.

Relevant Project Experience

City of Highland, Ninth Street, Highland, CA. Project Manager. Responsible for providing construction management and construction observation. The project involved the removal and replacement of damaged asphalt, repair of existing concrete improvements, asphalt overlay and slurry seal installation. Willdan tracked quantities, provided claims mitigation, responded to RFIs, track submittals, and maintained the construction file.

City of Santa Monica, Transit Priority, Santa Monica, CA. Project Manager. Responsible for providing construction management services. The project involved the installation of new fiber optic, some minor traffic signal modification and other appurtenant work. In addition to construction management services, Willdan provided public outreach services to the local businesses and residents.

City of Placentia, Bradford/Madison Street Improvement, Placentia, CA. Project Manager. Responsible for providing construction engineering and funding administration. Willdan provided labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

Griffin Holdings, Inc., Tustin MetroLink Station, Tustin, CA. Project Manager. Responsible for providing public works observation for the installation of various underground facilities.

City of Calimesa, Third Street Improvement, Calimesa, CA. Project Manager. Responsible for providing construction engineering and funding administration. Willdan provided labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalk and curbs, planting of street trees, and other appurtenant work.

City of Baldwin Park, Ramona B Street Improvement, Baldwin Park, CA. Project Manager. Responsible for providing construction engineering and funding administration. Willdan is providing labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involves the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

City of Rolling Hills Estates, Palos Verdes Drive North, Rolling Hills Estates, CA. Project Manager. Responsible for providing construction management and construction inspection services. The project was funded through the Federal Highway Administration (FHWA) American Recovery and Reinvestment Act (ARRA) at a total project cost of approximately \$400,000.

City of Maywood, Speed Hump Installation, Maywood, CA. Responsible for oversight of construction observation for the project. Mr. Baca provided professional engineering services to prepare location maps, bid documents, construction estimate, and project specifications for the installation of speed humps. The project consisted of the installation of surface-mounted speed humps adjacent to school and park areas. The project received \$147,677 through CDBG-R funds. Other services provided by Willdan Engineering included construction observation, utility coordination, labor compliance, and contract administration.

City of Maywood, Slauson Avenue Business District Improvement, Maywood, CA. Responsible for oversight of construction observation services for this project which involved construction management services for the City's Business District Improvement on Slauson Avenue, from Downey Avenue to Pine Avenue. The project general items of work included Asphalt Rubber Hot-Mix (ARHM) street resurfacing, cold milling, new landscape median islands, concrete repairs, curb ramps in compliance with ADA requirements, PCC pavement, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, Caltrans invoicing, federal labor compliance, and material testing. The project was federally funded by ESPL funds.

City of Maywood, Atlantic Boulevard Business District Improvement Maywood, CA. This project involved construction management services for the City's Business District Improvement on Atlantic Boulevard, from Randolph Street to 59th Place. The project general items of work included Asphalt Rubber Hot-Mix (ARHM) street resurfacing, cold milling, new landscape median islands, concrete repairs, curb ramps in compliance with ADA requirements, PCC pavement, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, Caltrans invoicing, federal labor compliance, and material testing.

City of Maywood, Slauson Avenue/Atlantic Boulevard Intersection Median and Pavement Resurfacing, Maywood, CA. Responsible for oversight of construction observation services for this project which involved construction management services for the median and pavement resurfacing of the intersection of Slauson Avenue and Atlantic Boulevard. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold milling, new landscape median islands, concrete repairs, curb ramps in compliance with ADA requirements, PCC pavement, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, and material testing.

City of Rancho Palos Verdes, Arterial Street Resurfacing, Rancho Palos Verdes, CA. Construction Manager. Responsible for providing construction management for improvements on Hawthorne Boulevard from Palos Verdes Drive West to Dupre Drive and from Verde Ridge Road to Indian Peak Road; Palos Verdes Drive West (N/B) from Hawthorne Boulevard to north City Limit; and Palos Verdes Drive south (E/B) from Terranea Way to 2,200' west. The project general items of work included Asphalt Rubber Hot Mix (ARHM) street resurfacing, installation of pavement reinforcement mesh (PRM) GlasGrid, cold milling, bus pad construction, curb and gutter removal and replacement, curb ramps in compliance with ADA requirements, AC pavement reconstruction, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, Caltrans award and invoicing, federal labor compliance, and material testing. The project was federally funded by the ARRA funds.

City of Redlands, Safe Route to School, Redlands, CA. Responsible for construction engineering for this project which involved providing professional engineering design services for the Safe Routes to School (SR2S) Grant project. The project involved the design of street improvement plans, including structural street sections, ADA compliant ramps, sidewalks, signing and striping at 14 school sites.

Michael D. Bustos, PE

Resident Engineer

Profile Summary

Education: BS, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo

Registration: Civil Engineer, California No. 73173

Experience: 10 Years

Mr. Michael D. Bustos is responsible for analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements, and grading. He has valuable experience grant administration, federal labor compliance, federal funding invoicing, inspection, on-site construction management, and off-site construction administration

Relevant Project Experience

City of Ridgecrest, College Heights Blvd Roadway Improvements Project, Phase III, STPL-5385(037).

Mr. Bustos served as Construction Manager/Resident Engineer for this federally funded roadway reconstruction project. Willdan provided Resident Engineer, Caltrans Local Assistance liaison, and quality assurance testing services for this federally funded project to reconstruct the AC pavement roadway on College Heights Blvd between Franklin Ave and Jarvis Ave. In addition, Willdan handled all aspects of the Federal-aid assistance process. The general nature of the work involved cold-planing and hauling off existing asphalt concrete, and full reconstruction of the existing roadway with hot mix asphalt over compacted aggregate base. The project scope also included shoulder backing, AC dike construction, striping / signage, and minor concrete involving utility frame cover adjustments, sidewalks, and removal and replacement of concrete ADA ramps. Mr. Bustos's project responsibilities included contract administration, progress payment review and processing, change order preparation, and inspection coordination.

City of Ridgecrest, Drummond Avenue and Sunland Street Rehabilitation and Resurfacing, Ridgecrest, CA.

Mr. Bustos is preparing PS&E for this City construction project. The City secured Proposition 1B funding to construct street improvements on Drummond Avenue and Sunland Street. The Drummond Avenue portion of this project includes patch repairs, 2-inch grinding, and AC paving of approximately one-half mile in the east-bound direction. The Sunland Street portion of this project includes full depth reclamation for approximately one tenth of a mile of this residential street. PCC sidewalk, curb and gutter repairs and ADA-compliant curb ramp installations are also being designed within each project area.

City of Inglewood, La Brea Avenue Pavement Reconstruction Project, Phase II, DEMO4L-5164(028).

Mr. Bustos served as Construction Manager/Resident Engineer for this \$5 million federally funded roadway reconstruction project. Willdan provided Resident Engineer, Caltrans Local Assistance liaison, and quality assurance testing services to fully reconstruct the AC pavement roadway on La Brea Avenue and Hawthorne Blvd between 104th St and Market St. In addition, Willdan handled all aspects of the Federal-aid assistance process. The general nature of the work involved complete removal and hauling off existing asphalt concrete, and full reconstruction of the existing roadway with hot mix asphalt over compacted aggregate base. The project scope also included PCC bus pads, minor concrete including utility frame cover adjustments, sidewalks, driveways, median curbs, and removal and replacement of concrete ADA ramps, an automatic irrigation system, tree planting, and striping / signage. Mr. Bustos's project responsibilities included contract administration, progress payment review and processing, change order preparation, and inspection coordination.

City of California City, Hacienda Blvd Rehabilitation Project, RSTPL-5399(019).

Mr. Bustos served as Construction Manager/Resident Engineer for this federally funded roadway reconstruction project. Willdan provided Resident Engineer, Caltrans Local Assistance liaison, and quality assurance testing services to fully reconstruct the AC pavement roadway on Hacienda Blvd between California City Blvd and North Loop Blvd. In addition, Willdan handled all aspects of the Federal-aid assistance process.

The general nature of the work involved complete removal and hauling off existing asphalt concrete, and full reconstruction of the existing roadway with hot mix asphalt over cement treated subgrade. The project scope also included drainage improvements, minor concrete including utility frame cover adjustments, sidewalks, driveways, and removal and replacement of concrete ADA ramps, and striping / signage. Mr. Bustos's project responsibilities included contract administration, progress payment review and processing, change order preparation, and inspection coordination.

City of Thousand Oaks, Thousand Oaks Boulevard Overlay, Thousand Oaks, CA. Willdan provided construction management, inspection and materials testing, public outreach, and contract administration services for this \$3.2 million construction project. The project was funded, in part, by federal funds through the STPL Program. The scope of work also included administration of the federal funding process to assist the City in securing funds, ensure federal compliance during construction, and invoice Caltrans for reimbursement. All construction management and contract administration services complied with requirements of the Local Assistance Procedures Manual.

The project included removal and replacement of failed AC pavement, full width grinding and ARHM Overlay to depth of 2-inch on Thousand Oaks Boulevard; grinding, cold-in-place recycling, AC overlay and ARHM overlay on Lawrence Drive and Teller Road; and miscellaneous PCC work for replacement of damage segments of curb and gutter, cross gutters, driveways, and ADA-compliant ramp installation.

Paving operations included placement of 11,500 tons of ARHM, 4,500 tons of AC, and 26,500 square yards of cold-in-place recycling.

The project was completed in advance of the 2011 Amgen Tour de California Bike Race, which routed cyclists through the project area on Thousand Oaks Boulevard. The finish line for the race was located in the middle of the project limits on Thousand Oaks Boulevard – making it critical that the paving and all related work be completed on schedule.

City of Westlake Village, 2009 ARRA Citywide Arterial Street Overlay – Lindero Canyon Road.

Mr. Bustos provided construction management and administration services for this federally funded project for the City of Westlake Village including submittal review, change order negotiations and preparation, progress payment review and processing, field coordination, scheduling, and ARRA reporting. He was responsible for maintaining the proper construction files, per the Caltrans Local Assistance Procedures Manual (LAPM), for the project audit conducted by Caltrans and FHWA. The project included PCC median improvements and placement of approximately 2,100 tons of ARHM-GG-C overlay.

Western Municipal Water District, River Road Bridge Pipelines. Corona, CA. This construction project included approximately 3,500 linear feet of 30-inch ductile iron sewer force main, including 1,200 linear feet through the proposed River Road Bridge, and three 20-inch welded steel water pipelines through the new bridge in Corona, California. Mr. Bustos provided engineering support during construction and served as Construction Manager for Western Municipal Water District and Western Riverside County Regional Wastewater Authority.

Willdan provided full time inspection of pipeline installation, steel pipe joint welding, and field- and shop-applied epoxy coatings.

His responsibilities included submittal review, RFI responses, inspection coordination, and coordination with the bridge designer, County of Riverside, and other utility agencies installing new pipelines through the bridge.

City of Westlake Village, Joint Cities Pavement Rehabilitation Program, Westlake Village, CA.

Mr. Bustos provides construction management services to the Cities of Westlake Village and Agoura Hills for their annual pavement rehabilitation program. From 2008 to 2010, the two cities combined their annual paving projects to realize a cost savings due to economy of scale. Mr. Bustos has been responsible for managing the cities' Contractor activities and providing contract administration; including submittals, RFIs, change orders, and progress payments.

Jason Brown, RCI Construction Manager

Profile Summary

Education: Public Works Inspection, Fullerton Community College

Registration: Construction Inspector, California No. 5510

Experience: 20 Years

Mr. Jason Brown serves as both a Construction Manager and Supervising Public Works Observer for Willdan; his duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTEAs and CDBG. During Mr. Brown's 20 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead.

Mr. Brown's previous experience includes concrete cutting and core drilling, landscape construction and maintenance, concrete finishing, and masonry construction.

Relevant Project Experience

City of Placentia, Bradford/Madison Street Improvement, Placentia, CA. Supervising Public Works Observer. This project involved providing professional construction engineering and funding administration. Willdan provided labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

City of Pomona, Towne Avenue Phase 2, (Lexington Avenue to Riverside Drive), Pomona, CA. Construction Manager. This project involved providing construction management and observation. This project included minor concrete repairs, removal and replacement of existing asphalt, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

City of La Puente, Hacienda Boulevard, Street Resurfacing, La Puente, CA. Construction Manager. This project involved providing construction management and observation. This project included concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA-compliant curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA-funded project.

City of Paramount, Rosecrans Avenue Street Resurfacing, Paramount, CA. Construction Manager. This project provided construction management and observation for the City's street improvement

project. This project included concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

City of South Gate, California Avenue Street Resurfacing and Street Lighting Upgrades, South Gate, CA. Construction Manager. This project provided construction management and observation for the City's street improvement project. This project included the installation of new streetlight conduit, conductors, service cabinets, luminaries, traffic signal modifications, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was a federally funded project.

City of Culver City, Sepulveda Boulevard Widening, Culver City, CA. Constructability Review and Quality Control. This project involved project management, conceptual design, preparation of construction drawings and technical specifications. Sepulveda Boulevard is an alternative route taken by many commuters to access Los Angeles International Airport.

This project alleviated an existing bottleneck and provided for a third southbound lane within the existing right-of-way. Services included civil and traffic engineering design, landscape architectural design, survey, pavement engineering, and utility coordination.

City of Arcadia, Huntington Drive and Santa Anita Avenue Overlay, Arcadia, CA. Supervising Public Works Observer. Willdan provided documentation, labor compliance, material testing, and public works observation services. The projects involved the removal and replacement of a small section of Santa Anita Avenue; cold milling of the existing asphalt; reconstruction of damaged curbs and sidewalk; and installation of an ARHM overlay. Willdan monitored the contractor's payroll for conformance with applicable state and federal laws, as well as, monitored the contractor's construction activities to ensure compliance with the design.

City of Arcadia, Alice and Genoa Streets, Arcadia, CA. Supervising Public Works Observer. Willdan provided documentation, labor compliance, material testing, and public works observation services. The project involved removal and replacement of a small section of Santa Anita Avenue; cold milling existing asphalt; reconstructing damaged curbs and sidewalk; and installing ARHM overlay. Willdan monitored the contractor's payroll for conformance with applicable state and federal laws, as well as, monitoring of the contractor's construction activities to ensure compliance with the design.

City of Arcadia, Duarte Road Overlay, Arcadia, CA. Supervising Public Works Observer. This project involved the provision of documentation, labor compliance, material testing, and public works observation services.

The project involved the removal and replacement of a small section of Santa Anita Avenue; cold milling existing asphalt; reconstructing damaged curbs and sidewalk; and installing ARHM overlay. Willdan monitored the contractor's payroll for conformance with applicable state and federal laws, as well as, monitored the contractor's construction activities to ensure compliance with the design.

City of Arcadia, STPL Santa Anita Avenue, Arcadia, CA. Supervising Public Works Observer. Willdan provided documentation, labor compliance, material testing, and public works observation services. This project involved the removal and replacement of a small section of Santa Anita Avenue; cold milling existing asphalt; reconstructing damaged curbs and sidewalk; and installing. Willdan will monitor the contractor's payroll for conformance with applicable state and federal laws, as well as, monitoring of the contractor's activities to ensure compliance with the design.

City of Santa Monica, Transit Priority, Santa Monica, CA. Supervising Public Works Observer. This project involved providing construction management services. The project involved the installation of new fiber optic, some minor traffic signal modification and other appurtenant work. In addition to construction management services, Willdan provided public outreach to local businesses and residents.

City of Pomona, Mission Boulevard/Highway 71 Bridge, Pomona, CA. Supervising Public Works Observer. Willdan provided construction management, public relations, labor compliance, and public works observation for the project. The project involved construction of a grade separation at Mission Boulevard and the 71 Highway.

D. Scott Gibson

Construction Inspector

Profile Summary

Education: Certificate, Construction Technology, Riverside Community College

Registration: Sediment and Erosion Control Certified Inspector, No. 01063

ACI Concrete Technician

Journeyman Electrician

Trenching and Excavation Competent Person

Confined Space Competent Person

First Aid & CPR

SCAQMD PM-10

Experience: 21 Years

Mr. Scott Gibson brings to Willdan over 21 years of experience in the construction industry where he has experience in the following areas: concrete structures, steel structures, Underground Storage Tanks (UST), pipeline, electrical, excavation, grading, paving, and landscape. Currently, Mr. Gibson provides construction observation and management services. His duties involve the inspection of various types of public works projects such as bridge construction, bridge retrofits, pipeline, roadway improvements and traffic signals/lighting

Relevant Project Experience

Water Main Replacement, City of Pomona, California. Mr. Gibson is the Public Works Observer of this project which involves providing construction management and inspection for the City's water main project on White Avenue. The project involves the installation of over 8,000 lineal feet of 12-inch to 8-inch water main, hydrants, water services, and other appurtenant work. Willdan duties include tracking project budgets, CCO negotiation, submittal and RFI review, daily inspection of the work, labor compliance, and utility coordination.

Dillon Road Widening Improvements, City of Coachella, California. Mr. Gibson provided construction management/observation services for this project valued at in excess of \$4 million. The project involved the widening Dillon Road between the I-10 Freeway and the SR-86S Highway. Work involved the relocation of electrical transmission lines, roadway excavation/embankment, grading, paving, installation of 12-inch water main, traffic signals, and street lighting.

Dillon Road Grade Separation, City of Coachella, California. Mr. Gibson provided public works observation services related to reinforcement and structural concrete installation for this \$22 million project to construct a bridge over the Union Pacific Railway and Grapefruit Boulevard. Willdan's construction management team is providing overall management and observation for this project.

Jackson Street Bridge Retrofit, Repair and Strengthening, City of Indio, California. Mr. Gibson provided quality assurance, construction observation and record keeping services to the City of Indio for the Jackson Street Bridge Retrofit project valued at \$400,000. The work involved inspecting structural concrete, structural steel, jacking of the bridge, traffic control, and repair of the damaged structure.

Process Waste Water Force Main, Morongo Band of Mission Indians, Banning, California. Mr. Gibson provided construction observation and project management services to the Morongo Band of Mission Indians for the installation of a 5,300' 8-inch HDPE force main from the Nestle Waters bottling facility to the Tribe's wastewater treatment plant. The work involved inspecting the pipeline, trenching, HDPE butt fusion joints, lift station installation, and discharge structure. Key to completion of the project involved installing 400 feet of double-wall HDPE pipe through a jack and bore 30-inch casing under the I-10 Freeway near Cabazon.

Verizon FTTP, City of Banning Electric. Mr. Gibson provided public works observation services to the City of Banning's electric utility during Verizon's FTTP installation project. The work involved the inspection of fiber optic installation throughout the City both above and below ground. Verizon brought fiber optic service to approximately 70 percent of the City's residents.

Mr. Gibson ensured construction and restoration per the City's standard and interfaced with residents of the City to maintain access and safety.

Cactus Avenue Bridge Widening, March Joint Powers Authority, Riverside County. Mr. Gibson provides public works observation and project administration services to the March Joint Powers Authority for the construction of the Cactus Avenue Bridge Widening Project. The work involves the inspection and Quality Assurance of all construction related activities for the new bridge over the BNSF Railway. The new bridge is a box girder/post tensioned concrete structure. Willdan has adopted the Caltrans Construction Manual and the Caltrans Bridge Construction Records and Procedures Manual, and is providing all observation and record keeping services per these standards.

Public Works Inspections, City of Fontana, California. As a City-employed Public Works Inspector, Mr. Gibson was responsible for inspection all work related to construction of housing tracts and commercial construction in the City's right-of-way. Work included dry utilities, sewer, water, roadway and landscape improvements.

Advance Petroleum Corporation, Rancho Cucamonga, California. As Project Manager, Mr. Gibson was responsible for managing construction projects from concept to completion. Mr. Gibson worked closely with public agencies during initial budgeting, design and installation of fuel systems. Advance Petroleum, as a "design build" contractor, built retail and public owned fuel facilities. Work involved the installation of Underground Storage Tanks (USTs), fuel piping, dispensing equipment, electrical, monitoring equipment, HAZMAT, remediation systems, structural steel, concrete, etc. Key projects involved work for Caltrans, Metropolitan Water District, NASA/JPL, Orange County Sanitation District, Atlantic Richfield, Riverside County, Los Angeles County, Ventura County, US Borax, California Portland Cement, and many others.

Inland Waters. As President, Mr. Gibson provided water feature (lake and pond) and landscape construction services. Work included dredging, excavation, grading, soil cement installation, concrete and electrical work on pumps and lake aeration equipment.

APM/IVM, Inc. As Vice President and Responsible Managing Employee, Mr. Gibson was responsible for all aspects related to the construction of improvements to reservoirs, lakes, ponds and water features. Work involved dredging, excavation, grading, soil cement, water stopping, pipeline, lake aeration, structural/ornamental concrete, waterfall/circulation pumps, advanced electrical controls, monitoring and lighting. Key projects involved work with Metropolitan Water District, Laguna Niguel Water District, City of Chino Hills, Sunnymead Ranch, Moreno Valley Ranch, Department of Fish and Game, Caltrans, County of Orange, Wood Ranch in Simi Valley, Army Corps of Engineers, etc.

Pacific Avenue Overlay, City of Manhattan Beach, California. Mr. Gibson provided construction management and inspection services for the project. The project involved the removal and replacement of damaged asphalt, repair to damaged PCC improvements, ARHM overlay, and installation of traffic loops, traffic striping, and other appurtenant work. The project was ARRA funded and was successfully audited by Caltrans.

Bradford and Madison Street Reconstruction, City of Placentia, California. Mr. Gibson provided construction management and inspection services for the project. The project involved the widening of the existing intersection, installation of CMU retaining walls, removal and replacement of existing residential driveways, complete reconstruction of the existing intersection, new traffic signal, relocation of utilities, construction of new sidewalks, ADA compliant ramps and other appurtenant work.

Jane E. Freij

Labor Compliance Task Leader

Profile Summary

Education: BA, Linguistics, University of Kansas

Registration: Attorney Assistant Training Program, Litigation/Corporations Certificate, University of California, Los Angeles

Experience: 16 Years

Ms. Jane E. Freij is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, DOE, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Relevant Project Experience

Various Cities, Federal Highway Administration (FHWA) Labor Compliance. Labor Compliance Manager. Responsible for providing supervisory federal and state labor compliance services for FHWA funded projects in:

- Baldwin Park
- Calabasas
- Coachella
- Commerce
- Hawaiian Gardens
- Huntington Park
- La Cañada Flintridge
- La Mirada
- La Puente
- Lakewood
- Maywood
- Monterey Park
- Paramount
- Pico Rivera
- Placentia
- Pomona
- Rancho Palos Verdes
- Rolling Hills Estates
- Rosemead
- South Gate
- South Pasadena
- Thousand Oaks
- Westlake Village

Various Cities, Community Development Block Grant Labor Compliance. Labor Compliance Manager. Responsible for providing supervisory federal and state labor compliance services for CDBG funded projects administered by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Community Development Commission (LACCDC) in:

- Bell Gardens
- Burbank
- Calimesa
- Commerce
- Hawaiian Gardens
- La Mirada
- Lawndale
- Maywood
- Paramount
- Pico Rivera
- Rosemead
- San Marino
- South El Monte
- South Gate

City of Hawaiian Gardens, Safe Routes to School, Hawaiian Gardens, CA. Labor Compliance Manager. Willdan provided engineering services. The project involved preparation of plans, specifications and estimate for street and traffic design, including field survey, environmental documentation, utility coordination, contract administration, record drawings, construction inspection and labor compliance. The improvements for street and traffic surrounding several schools. The project would improve signing and striping, ADA-compliant access ramps, raised pedestrian crosswalks, and pedestrian traffic control devices.

City of Norwalk Local Street Overlay, Norwalk, CA. Labor Compliance Manager. Responsible for payroll review/project oversight. The project improvements include installation of AC pavement; reconstruction of road sections; replacement of damaged curb and gutter, drive approaches, sidewalks, and cross-gutters; installation of ADA-complaint ramps; replacement of striping, legends, traffic loops, water cans and covers; and adjustment of manholes. The project will utilize CDBG funds, with a construction contract period estimated to be 90 working days.

City of Placentia, Bradford/Madison Street Improvement, Placentia, CA. Labor Compliance Manager. Responsible for providing labor compliance services. Services included design engineering, funding administration, construction management, and construction inspection services for the ARRA-funded project. The project involved removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, street tree planting, and other appurtenances.

City of Calimesa, Third Street Improvement Project, Calimesa, CA. Labor Compliance Manager. Responsible for providing labor compliance services. Services included design engineering, funding administration, construction management, and construction inspection services for the ARRA funded project. The project involved removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, street tree planting, and other appurtenances.

City of Huntington Park, Saturn Avenue Street Improvements, Huntington Park, CA. Labor Compliance Manager/Grant Administration Assistant. Responsible for labor compliance services for this \$1.9 million street improvement project funded through the Federal Highway Administration and administered by the California Department of Transportation utilizing ARRA funds.

Foothill Transit, Various Projects. Labor Compliance Manager. Responsible for providing comprehensive labor compliance services on six transit-related facility improvement projects with a total construction cost of approximately \$8 million. The projects are funded through the Federal Transit Authority utilizing ARRA funds. In addition, Ms. Freij is assisting the agency with federal reporting requirements pertaining to ARRA funds and contractor utilization of Disadvantaged Business Enterprises.

City of La Mirada, Foster Park Neighborhood Street Improvements, La Mirada, CA. Labor Compliance Manager. Responsible for providing labor compliance services for this \$2.1 million project which utilizes both Community Development Block Grant and CDBG-R (ARRA) funds and is administered through the Los Angeles County Community Development Commission. In addition, Ms. Freij is assisting the City with grant administration services.

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Los Angeles River Catch Basin Retrofit, Los Angeles County, CA. Labor Compliance Officer. Responsible for providing labor compliance services and federal reporting liaison for this \$10.8 million project involving installation of trash-collecting catch basin inserts in 16 local agency jurisdictions along the Los Angeles River. The project is funded through the U.S. Environmental Protection Agency utilizing ARRA funds and is administered by the State Water Resources Control Board.

Diane D. Rukavina, PE

Federal Fund/Contract Administration Task Leader

Profile Summary

Education: BS, Civil Engineering, Loyola Marymount University

Registration: Civil Engineer, California, No. 36380

Experience: 32 Years

Ms. Diane D. Rukavina has 32 years of experience in municipal engineering. Presently, she administers federal/state funding administration projects in the Cities of Cities of La Cañada Flintridge, Lakewood, La Puente, Maywood, Paramount, Pico Rivera, Rancho Palos Verdes, Ridgecrest, and South Gate. She has processed a multitude of federally- and state-funded projects (STPL, DEMO, SAFETEA-LU, ARRA, HSIP, TCSP, ER, CMAQ, SRTS, and SR2S) from request for authorization to final invoicing.

Ms. Rukavina has over 15 years of experience in preparing and submitting required documentation to Metro and Caltrans for federal and state funded projects including STPL, DEMO, SAFETEA-LU, ARRA, HSIP, TCSP, ER, CMAQ, SRTS, and SR2S. Although each program may encompass different components and requirements, the general process remains the same following the Caltrans Local Assistance Procedures Manual (LAPM). She is informed in revisions to procedures and forms in the LAPM. Ms. Rukavina maintains excellent relations with Caltrans District Local Assistance Engineers' and MTA's staffs.

Relevant Project Experience

City of La Puente, Traffic Signals for Three Locations (HSIP), La Puente, CA. Grant Administrator. Responsible for providing funding administration services for this project which included engineering design and project management services. The City was awarded \$312,818 for the traffic signal modifications at Temple Avenue/Sunset Avenue; Valley Boulevard/Ferrero Lane, and Temple Avenue/Orange Avenue. The project involved full design for Valley Boulevard/Ferrero Lane and modification of the other two intersections for federal compliance as well as completeness. The design included modification of the traffic signal to protective/permissive left-turn phasing.

City of La Puente, Amar Road/Tonopah Avenue Traffic Signal (HSIP), La Puente, CA. Grant Administrator. Responsible for providing funding administration services for this project which involved providing professional engineering design and project management services for the 2009/2010 Highway Safety Improvement Program (HSIP) funded project. The City was awarded \$200,800 for the traffic signal installation at Amar Road and Tonopah Avenue. Services included preparation of plans, specification and estimate, utility coordination, and funding administration.

City of Maywood, Safe Routes to School Improvement, Maywood, CA. Federal Paperwork Administrator. Project involved providing engineering design services involving upgrading signing and striping, installing solar powered flashing beacons, and street improvements including ADA compliant ramps, replacing sidewalks, curb and gutter for the streets surrounding Loma Vista Elementary School. Additional services included utility coordination and federal paperwork administration.

City of South Gate, Atlantic Avenue Improvements, South Gate, CA. Federal Paperwork Administrator. Project involved providing civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, and utility coordination services for Atlantic Avenue improvements between Firestone Boulevard limit and south city limit. The proposed improvements included asphalt-rubber hot mix overlay, raised landscaped medians, irrigation system, ADA access curb ramps, concrete repairs, communication conduits, and signing and striping.

City of South Gate, California Avenue Improvements, South Gate, CA. Federal Paperwork Administrator. Project involved providing professional engineering design, pavement engineering, and utility coordination services for the California Avenue improvements between north City limit and south City limit.

The proposed improvements included asphalt-rubber hot mix overlay, traffic signal modification, ADA access curb ramps, concrete repairs, communication conduits, street lighting, and signing and striping.

City of South Gate, Safe Routes to School Improvements - Cycles I and II, South Gate, CA. Federal Paperwork Administrator. Project involved providing traffic engineering design, utility coordination, contract administration, construction observation, and state invoicing services.

The project included access curb ramp installation, sidewalk replacement, signing and striping, and speed hump installation on streets surrounding 11 schools. In addition, the project included installation of a flashing beacon at the intersection of Tweedy Avenue and Pinehurst Avenue.

City of South Gate, Safe Routes to School Project Cycle 8, South Gate, CA. Grant Administrator. Willdan Engineering provided engineering design, project management and grant administration services for the SR2S Cycle 8 project. The City was awarded through the SR2S Grant \$664,744 for construction of sidewalk repairs and infill, in-roadway flashing lights, speed feedback signs, signing and striping upgrades surrounding Nelson Elementary School, Del Valley Elementary School and Sierra Vista Middle School.

City of Maywood, Slauson Avenue Business District Improvements, Maywood, CA. Responsible for Caltrans invoicing for this ESPL-funded project which involved construction management services for the City's Business District Improvement on Slauson Avenue, from Downey Avenue to Pine Avenue. The project general items of work included Asphalt Rubber Hot-Mix (ARHM) street resurfacing, cold milling, new landscape median islands, concrete repairs, curb ramps in compliance with ADA requirements, PCC pavement, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, Caltrans invoicing, federal labor compliance, and material testing.

City of Maywood, Business District Improvement on Atlantic Boulevard, Maywood, CA. Responsible for Caltrans invoicing for this ESPL-funded project which involved construction management services for the City's Business District Improvement on Atlantic Boulevard, from Randolph Street to 59th Place.

The project general items of work included Asphalt Rubber Hot-Mix (ARHM) street resurfacing, cold milling, new landscape median islands, concrete repairs, curb ramps in compliance with ADA requirements, PCC pavement, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, Caltrans invoicing, federal labor compliance, and material testing.

City of Rancho Palos Verdes, Arterial Street Resurfacing, Rancho Palos Verdes, CA. Responsible for Caltrans award and invoicing for this project which involved providing construction management services for the ARRA-funded project. The project included improvements on Hawthorne Boulevard from Palos Verdes Drive West to Dupre Drive and from Verde Ridge Road to Indian Peak Road; Palos Verdes Drive West (N/B) from Hawthorne Boulevard to north City Limit; and Palos Verdes Drive south (E/B) from Terranea Way to 2,200 feet west. The project general items of work included asphalt rubber hot mix street resurfacing, installation of pavement reinforcement mesh GlasGrid, cold milling, bus pad construction, curb and gutter removal and replacement, curb ramps in compliance with ADA requirements, AC pavement reconstruction, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, Caltrans award and invoicing, federal labor compliance, and material testing.

City of South Gate, Safe Routes to School Project, South Gate, CA. Federal Paperwork Administrator. Project involved the provision of professional engineering design services for the Safe Routes to School (SRTS) Grant Project. The project involved the design of traffic signals, speed awareness signs, flashing beacons, and street improvements including sidewalks and ADA compliant ramps along Pinehurst Avenue from Tweedy Boulevard to Southern Avenue. The project included the upgrading of 122 countdown pedestrian signal heads and the solar powered speed awareness signs nearby to 14 elementary schools. Other services provided by Willdan included topographic survey, utility coordination, and federal paperwork administration.

Ross Khiabani, PE, GE

Geotechnical Engineering Task Leader

Profile Summary

Education: MS, Geotechnical Engineering, California State University, Long Beach
Geology, Pahlavi University, Iran

Registration: Civil Engineer, California No. 37156
Geotechnical Engineer, California No. 2202

Experience: 30 Years

Mr. Ross Khiabani has over 30 years of professional experience in performing diversified geotechnical assignments involving soil mechanics and foundation engineering, soil stabilization, landslide analysis and stabilization, settlement evaluations, liquefaction studies, slope stability analyses, laboratory testing, and inspection services during construction operations. His vast experience includes providing engineering services for commercial, industrial, institutional, ports and harbors, public works, transportation (including major bridges, local roads, freeways and toll roads) and water and wastewater facilities projects. This broad base of experience has given him a unique insight into local geotechnical and seismic conditions, and construction processes. Mr. Khiabani has kept in close communication with local, city, county, and state reviewers and is familiar with governing codes and requirements.

Relevant Project Experience

Newport Learning Center, Coastal Community College District (CCCD), Newport Beach, CA. Geotechnical Engineer of Record and QA/QC lead for materials testing and inspection services for construction of the Newport Learning Center. Project includes a new three-story, Type II-B building with 112,795 square feet, associated site development including a large bio-filtering facility, and parking/driveway areas. Overseeing all geotechnical observation and testing during grading, foundation excavations and utility trench backfill. Providing QA/QC for all material testing and special inspection services, including a set of poured-in-place castings and 138 soil anchors/tiebacks to stabilize footings for slanted concrete walls.

City of Santa Monica, Charnock Well Field Restoration, Arcadia and Charnock Sites, Santa Monica, CA. Project manager for geotechnical and material testing and inspection. The design/build project consisted of the construction of a greensand filtration system, cartridge filters, reverse osmosis treatment process, a backwash treatment system, the associated pumping and chemical feed systems, and a structure to house the reverse osmosis system.

City of Laguna Niguel, City Hall, Laguna Niguel, CA. QA/QC lead for material testing and special inspection services being provided by Willdan. Work includes testing and inspection for concrete, steel, welding, and masonry for the City Hall.

NBC Studios, King Kong Attraction, Universal City, CA. Project Manager and geotechnical engineer-of-record for new attraction at NBC Studios. Project requires extensive excavation and shoring structures, and retaining wall system with tie-backs for elaborate above-ground structure housing this attraction.

Port of Los Angeles, On-Call Geotechnical Design Services, San Pedro, CA. Project Manager for Willdan's four-year contract to provide geotechnical design services in support of POLA's on-call engineering/architectural consulting services program. Tasks included retaining structures for berths, canopy structures, various port buildings, pavement rehabilitation, earthwork for backlands, boat maintenance cradles, storm drain improvements, and review of geotechnical reports submitted to POLA by others. Worked closely with POLA staff on all tasks to develop the most cost-effective and efficient solutions.

David O. Knell, PLS

Survey Quality Assurance Task Leader

Profile Summary

Education: BS, Cartography, Boston University, Boston

Registration: Land Surveyor, California No. 5301

Experience: 40 Years

Mr. David O. Knell has over 40 years experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as an expert witness in legal cases. His experience includes the supervision of field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies. Mr. Knell has also done considerable work with title companies and attorneys for a variety of jobs.

Mr. Knell has a wide range of experience preparing and checking subdivision maps. As a contract checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos, and a surveyor in private practice, Mr. Knell has been involved in the preparation and checking of numerous Parcel Maps and Tract Maps, A.L.T.A Surveys, Records of Survey, Lot Line Adjustments, Parcel Map Waivers, Certificates of Compliance, and boundary determination. He also was responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. He has also worked with major utilities and title companies in determining easements and correcting defective legal descriptions.

Mr. Knell is currently the City Surveyor for the Cities of Agoura Hills, Big Bear Lake, Calabasas, Cerritos, Hawaiian Gardens, Indian Wells, La Cañada Flintridge, Lake Forest, Malibu, Paramount, Rosemead, and Yorba Linda. He also has been the lead in dealing with LAFCO for various annexations in Los Angeles, Orange, and San Bernardino Counties. He lectures frequently on the Laws of Easements and how to best write effective legal descriptions and performs land surveying services for Stewart Title of California.

Relevant Project Experience

City of South Gate, Willow Place Widening, South Gate, CA. Responsible for design survey for this project which involves the widening of Willow Place, within the existing right-of-way four feet on the east and west sides, from Long Beach Boulevard to Santa Fe Avenue, reducing the parkway width from 10 feet wide to six feet, with full-width sidewalks and a curb to curb width of at least 36 feet, plus upgraded street lights on Willow Place and also on numerous nearby streets. The project encompasses the following work: pavement rehab, curb and gutters, new sidewalks/curb and gutter, drive approaches removal of street trees, relocation of fire hydrants, relocation of water meters and other utilities, wheelchair ramps, relocation of street lights, conversion of street lights from series to multiple system, planting of street trees, striping, etc. The project involves the design, bidding and award process and full construction management, including resident engineering, materials testing and utility coordination. Biweekly meetings are planned along with special meetings as warranted. Community outreach is continuous through design construction, including direct communications with residents as special needs arise.

City of Paramount, Alondra Boulevard Street Resurfacing, Paramount, CA. Responsible for providing survey services for this project which involved the preparation of plans, specification and estimate for resurfacing of Alondra Boulevard from Hayter Avenue to West City Limit. Other services provided by Willdan included utility coordination, labor compliance, federal fund processing, pavement engineering, and materials engineering. Project was part of the Economic Stimulus Package funding (ARRA 2).

City of Lakewood, Centralia Street Rehabilitation, Lakewood, CA. Land Surveyor. Project involved the provision of professional engineering design services for the preparation of the Centralia Street Rehabilitation. Willdan prepared plans, specification and estimate for street rehabilitation, signing and striping and camera plan for Centralia Street from Studebaker Road to East City Limits. Other services included utility coordination, pavement engineering and topographic survey.

City of Culver City, Sepulveda Boulevard Widening, Culver City, CA. Responsible for survey services for this project which involved project management, conceptual design, preparation of construction drawings and technical specifications for a

major street widening on Sepulveda Boulevard from Playa Street/Jefferson Boulevard to Green Valley Circle. Sepulveda Boulevard is a major corridor with an average traffic count of 50,000 vehicles and parallels the 405 Freeway through Culver City. Sepulveda Boulevard is an alternative route taken by many commuters to access Los Angeles International Airport. This project was done to alleviate an existing bottle-neck and provided for a third southbound lane within the existing right-of-way. A portion of the project was within the City of Los Angeles and Caltrans. Willdan's services included civil and traffic engineering design, landscape architectural design, survey, pavement engineering, and utility coordination.

City of Lakewood, Public Works Yard Pavement Rehabilitation, Lakewood, CA. Phase Manager.

Responsible for providing survey services for this project which involved engineering design, pavement engineering design, utility coordination, and preparation of bid documents for resurfacing the City Public Works Yard. An asphalt concrete overlay was developed for the public works yard, along with identifying and mitigating chronic ponding areas. The design included developing finished surface elevations for the new pavement surface in order to mitigate problem drainage areas.

City of Paramount, Local Street Improvements FY 2008, Paramount, CA.

Responsible for the survey aspect of this project which involved preparing plans and specifications and provide construction engineering for the resurfacing and concrete repairs on various City streets.

City of Pico Rivera, Paramount Boulevard Rehabilitation, Pico Rivera, CA. Phase Manager.

Responsible for the survey portion of this project which involves the provision of professional engineering services including preliminary engineering, survey, and design preparation of plans and specifications for the Paramount Boulevard Rehabilitation. The roadway width of Paramount Boulevard within the project limits of Washington Boulevard to Galatin Road varies from 58 feet to 72 feet wide. The services for this project include civil design, traffic engineering, survey, utility coordination, and preparation of technical specifications for the project.

Farhat H. Siddiqi, PhD, PE

Materials Testing Engineer

Profile Summary

Education: PhD, Geotechnical Engineering, University of California, Davis
 MS, Geotechnical Engineering, California State University, Sacramento
 BS, Civil Engineering, University of Karachi, Pakistan
 BS, Physics and Mathematics, University of Karachi, Pakistan

Registration: Civil Engineer, California No.25287

Experience: 30 Years

Dr. Farhat H. Siddiqi has over 45 years of experience in geotechnical engineering, including foundation design, slope stability analyses, landslide investigation, sediment transport, erosion control, soil liquefaction analyses, dewatering, field exploration, settlement analyses, pavement design, design and construction of earth and rockfill dams, earthquake engineering, geotechnical instrumentation, and soft ground improvement. Projects include industrial, commercial, and residential buildings, pipelines, landfills, infrastructure, power plants, dams and reservoirs. Dr. Siddiqi has researched static and seismic strength of earth and rockfill dam material, cohesive sediment transport, factors influencing erosion potential of clayey soil, erosion control, soil liquefaction potential, cyclic triaxial tests, strength and stress-strain characteristics of clay-sand mixtures, plane-strain strength characteristics of dry sands, modeling strength of coarse-grained soils, and prediction of compaction characteristics of coarse granular material. He has received research grants from many organizations including the National Science Foundation. For his Ph.D. dissertation, he researched soil liquefaction potential of coarse-grained soils under the direction of Late Professor H. Bolton Seed at the University of California at Berkeley.

Relevant Project Experience

California State University, 17 Street and Parking Lot Rehabilitation Improvements, Northridge, CA. Geotechnical Engineer for geotechnical investigation to evaluate the soil conditions existing at the site and provided recommendations

Corridor Design Management Group, Foothill/Eastern Corridor Interchange, Orange County, CA. Geotechnical Engineer for geotechnical investigation and analyses and preparation of geotechnical/materials report for 10 bridges, including the 678-foot-long Bee Canyon Road Overcrossing and an 862-foot-long connector ramp overcrossing. To achieve the final grades of the proposed roadways, cut slopes as high as 260 feet and fill as deep as 85 feet were required.

IWA Engineers, San Joaquin Hills Transportation Corridor, Section 10, Orange County, CA. Geotechnical Engineer for geotechnical investigation and analyses and preparation of geotechnical/materials report. The project involved cut slopes as high as 120 feet, and fills as deep as 60 feet. The investigation included liquefaction analyses of loose sandy stream-laid deposits in Bonita Canyon.

Transportation Corridor Agencies, Avenue Interchange/ UCI Property, San Joaquin Hills Transportation Corridor, Orange County, CA. Geotechnical investigation and analyses and preparation of geotechnical/materials report. The project involved 120- and 95-foot high cut slopes. Slope reinforcement methods and retention structures were proposed to achieve inclinations steeper than the originally proposed 1.5:1 (H:V) in order to achieve considerable saving of land within the UCI greenbelt zone. The project involved recommendations for geotechnical instrumentation to monitor the performance of steep cut slopes.

Firm Service Capabilities, Qualifications and Experience

Willdan Engineering

Founded with the specific intent of providing municipal consulting services, Willdan is a multi-disciplinary corporation headquartered in Anaheim, with satellite offices throughout the United States. We have supported implementation of community visions through construction management, engineering, planning, building safety, and staff augmentation. Public agency transportation infrastructure projects are the cornerstone of Willdan's business. We have provided transportation-related services to local agencies for nearly 50 years.

Organizational Strengths

Through our dedication to providing public agencies with reliable services, Willdan:

- Understands the importance of agency, business, and public community goals associated with public works projects
- Provides highly trained professionals, most with municipal backgrounds, who understand the needs of a governmental entity
- Capitalizes on all Willdan's in-house resources by efficiently communicating individual project challenges and goals companywide to deliver high quality and cost-effective products to our clients
- Is capable of providing all required services; therefore, we have the in-house expertise to effectively and efficiently oversee and manage our DBE subconsultant.

Willdan's staff of professional and technical experts includes specialists in:

- Program and construction management
- Municipal engineering and management
- Highway and freeway engineering
- Building safety services
- Environmental planning
- Geotechnical/geological engineering
- Assessment engineering
- Computer-aided analysis and design
- Traffic and transportation
- Water and wastewater
- Urban and regional planning
- Drainage and flood control
- Structural engineering
- Surveying
- Landscape architecture

Other company-wide resources include specialists in Municipal financing administration and analysis, Homeland safety and security, and Energy management, sustainability, and conservation

Program and Construction Management Services

Willdan's comprehensive program and construction management services take projects from inception to completion. Our staff has expertise in all areas of program, project, and construction management; construction administration; inspection and observation; funding administration; labor compliance; and community relations. We emphasize strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal/external resources. We provide these services for horizontal and vertical construction.

Willdan tailors comprehensive programs to provide for any scope of services – from simple observation inspection to complete program and construction management, including oversight and management of the design team, administration of the general contractor's contract, project scheduling, project budget, project controls, building inspections, public works inspection and/or observation, deputy inspections, and materials testing.

Staffing Resources

With a deep bench of resources to draw upon, Willdan has the in-house capability to provide all the necessary services for the City's Ridgecrest Boulevard reconstruction and widening project.

Willdan has the breadth and depth of staff to ensure availability of our team. We are committed to providing the necessary staffing and resources to complete the Ridgecrest Boulevard reconstruction and widening project on schedule and within the agreed-upon budget.

Willdan has a proven track record for delivering key staff proposed and makes every effort to not over extend project managers and support staff in our proposal commitments. Managing multiple projects with client priorities is a way of life for us.

We will adjust our resources through company-wide labor allocations to provide the City with a team that is familiar with local issues and to meet the availability needs of the City.

City of Ridgecrest

FEE PROPOSAL
FOR
CONSTRUCTION MANAGEMENT
Ridgecrest Blvd
11/21/2013

TASK / CLASSIFICATION	Project Manager	RESIDENT ENGINEER	CONSTRUCTION MANAGER	PUBLIC WORKS INSPECTOR	LABOR COMPLIANCE SPECIALIST	FEDERAL INVOICING	SURVEY MANAGER	Material Testing Manager	Clerical	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
TOTALS	HOURLY RATE: \$175.00	\$132.00	\$100.00	\$100.00	\$107.00	\$174.00	\$170.00	\$216.00	\$65.00			
PRECONSTRUCTION SERVICES		80							0	\$10,560	\$0	\$10,560
RESIDENT ENGINEERING SERVICES	80	600							12	\$93,980	\$0	\$93,980
CONSTRUCTION MANGEMENT AND INSPECTION			240	1232					12	\$147,980	\$250	\$148,230
CALTRANS INVOICING						240				\$41,760	\$0	\$41,760
LABOR COMPLIANCE					240					\$25,680	\$250	\$25,930
SURVEY (QA - Spot check Contractor)							24			\$4,080	\$3,500	\$7,580
DBE (QA) - MATERIAL TESTING SERVICES (PURSUANT TO PROJECT QAP)								24		\$5,184	\$18,540	\$23,724
TOTALS	80	680	240	1,232	240	240	24	24	24	\$329,224	\$22,540	\$351,764

This not-to-exceed fee is based on a 210 Calendar Days. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan' standard hourly rates.

The field survey and material tesitng will be performed by Willdan's DBE

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY AGENDA ITEM**

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of November 20, 2013

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of November 20, 2013

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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MINUTES OF THE REGULAR MEETING OF THE RIDGECREST CITY COUNCIL

**City Council Chambers
100 West California Avenue
Ridgecrest, California 93555**

**November 20, 2013
5:30 pm**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council. Meetings are recorded for the purpose of preparation of minutes.

CALL TO ORDER – 5:30 p.m.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Daniel O. Clark; Mayor Pro-Tem Jason Patin; Vice-Mayor Marshall 'Chip' Holloway; Council Members James Sanders and Lori Acton

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City; City Attorney Michael Silander and other staff

APPROVAL OF AGENDA

- Pulled Closed Session Item Conference With Legal Counsel, Potential Litigation, Public Disclosure Of Litigant Would Prejudice The City Of Ridgecrest

Motion To Approve Agenda As Amended Made By Council Member Holloway, Second By Council Member Acton. Motion Carried By Voice Vote Of 3 Ayes; 0 Nays; 0 Abstain; 2 Absent (Council Members Morgan And Sanders)

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CLOSED SESSION

- GC54956.9(a) Conference With Legal Counsel, Claim No. 13-11 James B. Ponek v City Of Ridgecrest
- GC54956.9(a) Conference With Legal Counsel, City Of Ridgecrest v. Matasantos
- GC54956.9(b) Conference With Legal Counsel, Potential Litigation, Public Disclosure Of Litigant Would Prejudice The City Of Ridgecrest

Council Members Morgan and Sanders arrived at 5:32pm.

PUBLIC COMMENT – CLOSED SESSION

Jerry Taylor

- Inquired about the content of James B. Ponek v. City of Ridgecrest claim
 - Michael Silander – item will be made public once council takes action.

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Ponek v city of Ridgecrest – seeks severance pay, action taken claim denied
 - City of Ridgecrest v Matasantos – report received, no action taken
- Other
 - None

PRESENTATIONS

1. Presentation of Plaques to Grand Marshals of the 50th Anniversary Parade

Council presented plaques to Mayor Daniel Clark and former Mayor Cheize for their role of Grand Marshal of the 50th anniversary parade.

PUBLIC COMMENT Opened at 6:15 p.m.

Donna Thomas

- Presented letters from board of directors regarding Fremont valley project
- Spoke on the draft environmental impact report
- Have held up to 5 special meetings to deal with comment letters and presenting to council for further comment
 - Lori Acton – requested Mrs. Thomas to expand on the project impact
- Related proposed wells and taking water from the watershed and removing out of Kern County.
- Not truly a water banking project but rather mining water from the valley.
- Water banking should be done correctly, not annually
- Other issues highlighted including valley fever, Inyokern airport and air space.

Sophia Merck

- Commented on Fremont Valley water project
- Letters must be written by November 28.
- Citizens are concerned about the impact to the valley.
- Bus made available to attend and hearing notice provided to clerk
- Senior citizens live in the region

Jerry Taylor

- Spoke on water issue. Supports development when it makes sense but not when the impact destroys the environment
- Suggested zoning properly within the county
- Need to think in long term and suggest council submitting opinion on the subject
 - Lori Acton – December 18 Lorelai Oviate will be on council agenda. Met with county yesterday and discussed the subject.
- Speaking to public that all need to be engaged in this subject.

Public Comment closed at 6:30 p.m.

- Council held brief discussion of Aquahelio and Fremont Valley Project. Requested future agenda item for letter of concern.

CONSENT CALENDAR

2. **Adopt Resolution Approving The Annual Report On Development Impact Fee Revenues And Expenditures, And Making Findings As To Unexpended Funds** McQuiston
3. **Adopt A Resolution Approving An Agreement Between Kern County And Ridgecrest For County Provision Of Fire Protection Duties And Enforcement Of State Fire Marshal Regulations** McQuiston

4. Approval Of Draft Minutes Of The Regular Council Meeting Dated November 6, 2013 Ford

Items pulled

- Items 2 & 3 pulled

Item 2 discussion

Rachelle McQuiston

- Presented staff report

Dan Clark

- In reviewing report, trying to pave streets so bringing suggestions to council for consideration
- Fire facilities Impact Fees fund 261 = \$166,200 and suggested adding to traffic impact fees and pave streets.
 - Dennis Speer – attorney opinion states cannot combine categories and move to other categories or spend in aggregate or category other than purpose stated in study. Can however, borrow the funds and pay them back.
 - Rachelle McQuiston – impact fees can only be used for construction itemized in the report.
 - Dennis Speer – can borrow the funds but must repay at current market rate
 - Chip Holloway – legal mechanism of new fire equipment and add to future costs.
 - Dennis Speer – original intent was for fire station based on population increase anticipated.
 - Rachelle McQuiston – not opposed to possibility but would need to go back to negotiation on contract for fire services.
- Regarding traffic impact fee funds, suggesting this be used to pave streets. Fine with borrowing additional funds and paying back in order to pave more streets.
- Commented on promise to pave streets and DOF holding bond funding. Could use some of these funds to pave streets which are in need.
- Asked council to use the traffic impact fees and if agreeable borrow the fire impact fees to pave streets.

Chip Holloway

- Questioned if part of the traffic impact fees are designated to Walmart project and asked Mr. Speer's plan and expiration date of the fees.

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Steve Morgan

- Supportive of attempt to put some funds toward streets, do believe funds should not be co-mingled however with attorney opinion and public session agenda item. Do not feel it is a detriment to council or public. Believe projects such as Walmart which includes new streets and other areas in community with recent construction could utilize these fees. Suggested open discussion on future agenda

Lori Acton

- Asked if traffic impact fees are for construction rather than maintenance
 - Dennis Speer – to be used for construction of roads. Definition is vague and reconstruction can be considered construction. Money would have to be borrowed and repaid before sun setting of ordinance. Have used in past for match money and other projects. West Ridgecrest Blvd. project coming soon and SCE has indicated some poles may have to be relocated so funds will be needed for this project.
- Questioned where money would be coming from to repay the loan.
 - Rachelle McQuiston – general fund would repay the fire impact fees if borrowed.

Jim Sanders

- Questioned if impact fee total could be used on several street projects and if these funds could be used in combination with other street funds.
- Like idea on surface but requested chance to have discussion at another council meeting.

Dan Clark

- If DOF decision goes against city and have to pay fees, could borrow these funds to pay fees in order to free up TAB funds.
 - Rachelle McQuiston – would be a benefit to city to borrow \$3 million to receive \$24 million is a good idea.

Chip Holloway

- Asked about normal procedure for expending the funds, staff or council driven. Interested in park development project. Potential to do something with pool and USA pool. Asked this be added to discussion.
 - Dennis Speer – will have discussion

Public Comment

Jerry Taylor

- Suggested council stays within borders and be clear.
- Commented on various street projects needing to be completed
- Cautioned council to be careful with developers who are looking to get their money back.
- Oldest dollar may be ready to time out and have to give funds back to developers
- Interested in legal opinion on whether time is for project or based on when funds are collected. When will funds expire?
- Commented on other street projects that are ready to be completed
- Storm drains has \$1 million and commented on problems in other areas such as Balsam street
- Feels borrowing is a bad idea because is affecting general fund which does not support additional burden at this time.

Item No. 3 discussion

Rachelle McQuiston

- Presented staff report

Chip Holloway

- Reviewed initial annual costs.
- Discussion of County supplementing a portion of the cost.
- Concerned about some provisions in the contract
- Asked about other kern county fire contract are public record, could not find on websites
 - Fire Representative – contracts are standardized
- Commented on level of service and need for base line statistics
- Asked about cost allocation.
- Asked for level of service base line information for future services.
 - Dennis Speer – responded that basic approach is to pay for staffing regardless of number of calls.
- Commented on league of California cities conference relating to fire services.
- Expressed frustration of seeing fire response for EMT service and possibility of giving up one station for fire and converting to an EMT station.
- Agreement language regarding future expansion or closure 'both city and county'. If we don't agree, would we have to go to arbitration to get out of the contract?

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Chip Holloway *(continued)*

- Reviewed Item 14 term of agreement – 20 year agreement with 5 year options for termination.
 - County representative - Either party can terminate agreement with one year notice. Fixed cost agreement for first 4 years.
- Asked about indemnification
 - Michael Silander – standard hold harmless clause.
 - Rachele McQuiston – Christine Carson under direction of Keith Lemieux has reviewed the contract.
 - County Representative – commented on costs for fire services as being fixed regardless of number of calls.
- Would costs be lower if fire were not responding to EMT calls?
 - County Representative – cost for EMT is minimal. Primary costs are based on having equipment and labor on standby.
- Asked scenario of backup service should calls outside city take trucks away.
 - County Representative – fire has plan for bringing equipment into city as needed to backfill
- Asked about homeowners insurance and effect of cutting services.
 - County Representative – explained ISO ratings which control fire insurance premiums.

Lori Acton

- Clarified paramedic services
- Asked about mutual aid contract with China Lake
 - County Representative – no guarantees of response. Do have mutual aid agreement with Inyokern and other agencies.
- Actual fire calls versus other calls, looking for breakdown. How do we know when we need two stations instead of one?
 - County Representative – responded with challenges liberty ambulance experiences and better utilization of resources that are already on standby. Medical aid for car accidents and other home medical aid situations are benefited by response from fire.

Michael Silander

- Reviewed first two paragraphs of section 14 of the contract.

Public Comment

Jerry Taylor

- Questioned the timeline urgency
 - Rachele McQuiston – could be put off to next meeting but may also make changes and vote on contract.
- In good faith should pay for past year
 - Rachele McQuiston – has been agreed already.
- Suggest taking time to do changes properly.

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Dave Matthews

- Asked for difference between EMT and paramedic services and will it still be available
 - County Representative – responded, paramedic can provide medication where EMT is basic life-saving techniques. Explained the screening process during a 911 call.
- Commented on personal experience of 911 call and both fire and ambulance showing up. Without fire services spouse could not have been moved.

Chip Holloway

- Scenario of routing 911 calls and subcontracting to outside paramedic agency
 - County Representative – does not affect the costs for the additional service.
- Asked about plans to reduce to a modified vehicle for medical aid calls and not use the big engines.
 - County Representative – cost for short responses is nominal and does not justify potential decrease to operations. Long responses could result in a delay in getting people to the call.

Michael Silander

- Suggested amendments

Dan Clark

- Suggested giving direction to pay the past years fees and bring revised contract back at next meeting for adoption.

Motion To Approve Consent Calendar items 2 and 4 Made By Council Member Holloway, Second By Council Member sanders. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; 0 Absent.

Item 3 tabled for next agenda

PUBLIC HEARING

- 5. A Public Hearing And Resolution No 13- Approving The Fiscal Year 2014-2015 Annual Action Plan Which Amends The Community Development Block Grant (CDBG) 5 Year Consolidated Plan (FY10-15) Regarding The Kern County Community Development Block Grant Program Speer**

Dennis Speer

- Presented staff report

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Steve Morgan

- Explained proposal for wheelchair ramps throughout the city.

Lori Acton

- Good with the 5-year plan

Jim Sanders

- Agrees with recommendation

Chip Holloway

- concurs

Public Hearing

Dave Matthews

- Asked about the truncated domes on the ramps and experience is these can impede the wheelchair.
- During cold and snow these may not provide good traction
- Asked about other standards which could be used.

Jerry Taylor

- Suggested postponing the ramps.

Motion To Approve Resolution Made By Council Member Holloway, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; 0 Absent.

DISCUSSION AND OTHER ACTION ITEMS

6. Budget Projections For Fiscal Year 2013-14

McQuiston

Rachelle McQuiston

- Presented staff report
- Will be providing projection at first meeting of the month to allow more time to prepare reports.
- Part time labor page 1 of 15 11-20 total should have been \$179k
- Overtime budget increase due to grant funding which will increase department overtime. Typically projects overtime and monitors to keep under budget
- Fund 4199 question page 415, misc. other equipment. Contingency in case emergency arises and if not spent then will revert back to general fund
- Fund 4921, asset seizure forfeiture funds used for furniture
- Adjusted budget has been added which includes prior year encumbrances, contract carried forward in wastewater. Explained adjusted budget amount.

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Steve Morgan

- Thanked Rachelle for getting information to public and council
- Budget is living document and these are difficult to put together.

Lori Acton

- Appreciate the information, is very helpful.

Jim Sanders

- No problem with delaying the presentation and is important for council to be able to receive and review the information.

Chip Holloway

- Agree with extension.
- Asked for clarification of item on Page 7 for AB 109
 - Rachelle McQuiston – this is revenue we were not expecting but did receive.

Public Comment

Jerry Taylor

- Appreciate extending presentation.
- Asked about Page 1, gas tax revenue projection and where it went. \$579k
 - Rachelle McQuiston – fund had negative balance which was carried forward and offsetting.
- Clarified not eliminating impact fees but waiving on temporary basis in terms of economic development and construction costs.

Stan Rajtora

- Questions about transferring of capital contracts forward into budget if not expended with respect to wastewater fund.
 - Rachelle McQuiston – explained transfer and adjusted budget. Money was set aside in previous year, not using current budget funds. This was a project which was already approved and funded.
- Commented on difficulty understanding and appreciates explanation.
- Wastewater fund 4186, page 4 of 7, firearms and safety vests?
 - Rachelle McQuiston – not the true title, will provide a correction.
- Gave plug for new accounting system, worthwhile expenditure.

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Jerry Taylor

- Expenses 386 of gas tax fund, page 8 of 8, revenue of \$575k origination?
 - Rachelle McQuiston – grant that is received for fund 7 which because of the terms has to be put into an account and then transferred to the gas tax. TDA grant funding for street requests.
 - Dennis Speer – explained allocation

Motion To Accept The Budget Projection Report For File Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent

COMMITTEE REPORTS

Activate Community Talents And Interventions For Optimal Neighborhoods Task Force (ACTION)

Members: Jim Sanders, Dan Clark
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Jim Sanders

- Met and received update from police on at-risk youth program and teen court.
- Discussed other options for at-risk youth program

Veterans Advisory Committee

Members: Dan Clark
Meetings: 1st and 3rd Monday of the Month At 6:00 p.m., Council Conference Room
Next Meeting: To Be Announced

Dan Clark

- Mike Riley raised \$5000 for wounded warriors
- Working on 5013C non-profit designation
- Received 7 applications for Honor Flight to view Washington DC war memorials
- New program called Flags For Hero's for deceased veteran's

Dave Matthews

- Honor flight was primarily for veterans of WWII, asked about expansion to other war veterans.
 - Dan Clark – explained the expansion

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: Date And Location To Be Announced

Chip Holloway

- Announced next meeting for December 4

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Steve Morgan

- Planning commission adhoc for codification met
- Received update on adjustments and amendments
- Working forward with creating situation where staff has more latitude
- Attending Kern COG tomorrow night and item on agenda regarding Request for Authorization reporting schedule conflicts with funding time frame. Would put undue duress and place some projects in jeopardy because of the timing. Asking the item to be delayed and Kern COG work with the elected members to review conflicts.

CITY MANAGER REPORT

Dennis Speer

- Reminder the Christmas tree lighting ceremony is December 1 at 5:30.
- Mission, Vision, Values statements will return to council December 4 with second discussion item for council to determine process for establishing goals.
- Philadelphia marathon, Dennis Speer's daughter wore the Ridgecrest sports cap during marathon run.
- Commented on long-term capital budget combined with current budget and wastewater.

MAYOR AND COUNCIL COMMENTS

Steven Morgan

- Thanked Eileen Shibley and others involved in the Cal UAS day event
- Congressman McCarthy, Assembly Members Shannon Grove and others were present
- Other applicants not doing these types of events and the effort being put in is offsetting the money being thrown at this by others.
- Attended Maturango Museum gift shop opening, very impressed with what they are doing.
- Lori Acton has been forthcoming with comments about the Freemont Valley project and Mick Gleeson is working with it also. Believe the comment period will be extended and appreciate Lorelei Oviate coming to discuss with us on December 18.
- Base is also looking at the project.
- Impact fees suggestions have already been made to staff, suggest having a public meeting.
- Apologized for annoyance over discussion which will be coming forth from staff at a later date.

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Steve Morgan *(continued)*

- County is aware of situation with property in the county and are trying to make changes. Glad to see this. Just as interested as everyone else to see what their plans will be and will continue to attend meetings.
- Wished everyone a safe and happy thanksgiving.

Lori Acton

- Planning commissioner will be resigning in December, working to select a replacement.
- Aquahelio, very involved with the long read and have met with supervisor Gleeson.
- Water plan for the county has been delayed but supervisor wants it to go before the board in December but will be continued.
- Commented on article about boys and girls club. City buses will be used for riders which will improve fare box ratios and costs for the club were cut.
- Honor flight for WWII veterans is amazing
- Annual Hog Fry and Pow Wow was amazing.
- Great to see how many citizens participated in the local events over the weekend
- Wished everyone happy thanksgiving and invited those with nowhere to go to call her.

Jim Sanders

- Impressed with community turnout for Cal UAS event. Attendance was beyond expectations and reaffirms strong community spirit.
- List of projects to tackle so staff will be seeing more of me.
- Happy thanksgiving to everyone

Chip Holloway

- Thanked everyone for Cal UAS event and attendance.
- Appreciate Congressman McCarthy taking the message back to Washington
- Attended SKAG Kern COG meeting. Discussed AB 32 air resources board and standards will be doubled for future. One of 2 counties that do not have a transportation tax. Presentation from Tejone Ranch on centennial project which will preserve 90% of the area and still were sued for biological diversity. Also asked for report from Aquahelio project on air quality.
- Happy thanksgiving.

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Dan Clark

- Commented on the flowers from Charlotte Braitman's family for remembrance of her contributions to the community.
- Staples will be signing contract in July 2014 for another year. Asking community to support Staples if we want them to remain in the community.
- Petroglyph Festival held meeting. Distributed minutes to council members and recapped other businesses who are participating.
- Cal UAS event was impressive
- Reviewed 50th celebration conclusion meeting. Any funds remaining will be minimal.
- Spoke on invitation to attend event at Richmond elementary school
- Open house for Jim Gregory at Heritage apartments for young engineers and contractors coming to the community. Encouraged people to see what Mr. Gregory is doing.
- Happy Thanksgiving, be safe.

ADJOURNMENT at 8:51pm

Rachel J. Ford, CMC
City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY AGENDA ITEM**

SUBJECT:
DISCUSSION AND APPROVAL OF ADJUSTMENTS TO THE FY 2013-2014

PRESENTED BY:
Rachelle McQuiston, Finance Director/Agency Treasurer

BACKGROUND:

On June 19, 2013, the City Council approved a lean proposed budget for FY 2013-2014, with \$600,000 set aside for contingencies to use for identified future costs and for unanticipated costs. The City is now almost half way through the fiscal year, and the Finance Department has identified funding needs in the following areas.

- Fire Contract for fiscal year 2012-13; \$382,557. The City and County did not have a contract to obligate payment. On November 20, 2013, the City Council directed the Finance department to pay the 2012/2013 proposed contract amount.
- ITS Microsoft 3 year renewal; \$61,711. The IT department identified in Fiscal Year 2012/13 the upcoming three (3) year renewal, and the estimated \$80,000 was put in contingencies in anticipation of the invoice. The IT department has received the invoice of \$61,711; and this transfer will fund this obligation.
- Parks and Recreation unanticipated costs \$25,000. The Parks and Recreation department experienced two (2) well failures, along with the upkeep and repair of Leroy Jackson Park that was not included in the budget in anticipation of transferring the park to the County of Kern. The Park will remain the City of Ridgecrest's responsibility. This increase is net of the savings of the vacant Parks Director position.
- Training and Travel for all divisions \$30,000. This amount includes funding for the Finance Director to identify possible cost accounting vendors and visit municipalities that have implemented new systems.

Therefore, the Finance Director requests the Council approve the release from contingencies of \$499,268 and increase appropriations to:

001-4280-428.28-10	\$382,557
001-4192-419.29-07	\$ 61,711
001-4630-463.32-04	\$ 25,000
001-4199-419.25-01	\$ 30,000

FISCAL IMPACT: \$499,268
Reviewed by Finance Director

ACTION REQUESTED:
Approval of the attached resolution

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:
Action as requested:

Submitted by: Rachelle McQuiston Finance Director

Action Date: 12/04/2013

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RESOLUTION NO. 13-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING BUDGET AMENDMENT #13-02 INCREASING APPROPRIATIONS AND ESTIMATED REVENUES IN THE ANNUAL BUDGET

WHEREAS, the City Council of the City of Ridgecrest has duly adopted its annual budget per resolution;

WHEREAS, resolution 13-40 identifies the circumstances whereby total fund appropriations may be and can be increased; and

WHEREAS, certain increases in annual appropriations and estimated revenues to the budget require City Council Resolution prior to implementation; and

WHEREAS, in the course of paying bills it was determined that there are expenditures not included in the final annual budget that the City is obligated to pay or if budget is not amended could caused the City to eliminate important public services; and

WHEREAS, the City has set aside \$600,000 in Contingencies;

NOW, THEREFORE, BE IT RESOLVED, The adjustment of reducing Contingencies by \$499,268 and increasing Fire Services by \$382,557; increasing IT software renewal by \$61,711; increasing Parks Maintenance by \$25,000; and increasing Travel and Training by \$30,000 are herein approved

APPROVED AND ADOPTED, this 4th day of December 2013 by the following vote:

AYES:

NOES: None

ABSTAIN: None

ABSENT: None

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A resolution approving an agreement between Kern County and Ridgecrest for county provision of fire protection duties and enforcement of state Fire Marshal regulations

PRESENTED BY:

V. Rachele McQuiston – Finance Director

SUMMARY:

This item was first heard by council at the regular meeting of November 20, 2013, at which time council requested a moderate revision to section 14 of the agreement. City attorney has modified the agreement and is now presenting to council for adoption.

The City of Ridgecrest and the County of Kern have negotiated for an agreement to continue contract fire services.

SERVICES:

COUNTY will provide to CITY a minimum service level based on staffing levels of three (3) Captains, three (3) Engineers and three (3) Firefighters (one of each per shift) for a total of six (6) on-duty personnel at Station Numbers 74 and 77 located at 139 E. Las Flores and 815 W. Dolphin Avenue, in Ridgecrest, California. Fire personnel assigned will be comparably equipped and trained as other like positions within the COUNTY Fire Department. COUNTY will also provide such "backup" or additional service as reasonably necessary in accordance with professional firefighting standards, including but not limited to, those situations where firefighters assigned to Station 74 and 77 are utilized outside CITY limits on emergencies.

COMPENSATION

- Fire Fund property tax revenues, including Redevelopment Agency (RDA) Agreement revenues, collected within CITY and retained by COUNTY Fire Department, and any "in-kind" payments made by CITY on behalf of COUNTY, as agreed to by COUNTY and CITY
- The Net Allocated Total Cost for FY12-13, (without additional on-duty positions), beginning on July 1, 2012 and ending June 30, 2013, is \$382,557.
- Due to significant financial hardship, CITY will compensate COUNTY \$400,000 per year for fiscal years 2013-14 through 2015-16.

I am satisfied with the attached agreement and ask that you authorize the Mayor and City Manager to execute the contract.

[Attached, please find a copy of the Agreement and Resolution

FISCAL IMPACT: \$382,557 for Fiscal Year 2012/13 (set aside in Contingency); \$400,000 in Fiscal Year 2013/14

Reviewed by Finance Director

ACTION REQUESTED:

Adopt a resolution approving an agreement between Kern County and Ridgecrest for county provision of fire protection duties and enforcement of state Fire Marshal regulations

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Adopt a resolution approving an agreement between Kern County and Ridgecrest for county provision of fire protection duties and enforcement of state Fire Marshal regulations

Submitted by: Rachelle McQuiston
(Rev. 02/13/12)

Action Date: December 4, 2013

EXHIBIT 'A'

RESOLUTION NO. 13-

RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING THE REVISED CONTRACTUAL AGREEMENT BETWEEN THE COUNTY OF KERN AND THE CITY OF RIDGECREST FOR COUNTY PROVISION OF FIRE PROTECTION DUTIES AND ENFORCEMENT OF STATE FIRE MARSHAL REGULATIONS

WHEREAS, the City Council of the City of Ridgecrest and the Kern County Board of Supervisors have concurred that the County of Kern will provide Fire Protection Services, and enforcement of State Fire Marshal regulations; and

WHEREAS, Government Code Section 51303 provides in part that the County officers and employees named in the contract shall exercise within the city all powers and duties conferred upon the City Officers or Employees named in the contract; and

WHEREAS, the City of Ridgecrest desires that the functions of the Chief of the Fire Department of City, including enforcement of the regulations of the State Fire Marshall, shall be performed by the Chief of the Fire Department of County of Kern acting as the Fire Chief of City; and

WHEREAS, the City Council and the Kern County Board of Supervisors wish to adopt proposed fire protection agreement approved by the parties on December 4, 2013; and

WHEREAS, by the execution of the aforementioned agreement attached hereto it is agreed upon by the City of Ridgecrest and County of Kern that the Ridgecrest community will be more efficiently protected under the direction of the County of Kern; and

WHEREAS, the City and County have negotiated Agreement to replace all prior agreements;

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest and the County of Kern enter into a contractual agreement, whereby the County of Kern will provide all fire protection and related duties.

APPROVED AND ADOPTED this 4th day of December, 2013 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Daniel Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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CITY AGREEMENT NO.: _____
COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE CITY OF RIDGECREST AND THE COUNTY OF KERN FOR COUNTY
OF KERN FIRE PROTECTION DUTIES
AND
ENFORCEMENT OF STATE FIRE MARSHALL REGULATIONS
(COUNTY OF KERN-CITY OF RIDGECREST)**

| THIS AGREEMENT is, made and entered into this 20th day of November, 2013, by and between the
COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as
"COUNTY"), and the CITY OF RIDGECREST, a municipal corporation within the County of Kern
(hereinafter referred to as "CITY");

WITNESSETH:

WHEREAS, Government Code section 36501 provides that the government of a general law CITY shall be vested in the officers therein named and includes the designation of a fire chief; and

WHEREAS, Government Code section 38611 provides that the legislative body of a general law CITY shall establish a fire department for the CITY, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters as the legislative body may determine; and

WHEREAS, Pursuant to the provisions of Health and Safety Code section 13143, Regulations of the State Fire Marshal have been adopted which are set forth in Chapter 1 of Title 19 of the California Code of Regulations; and

WHEREAS, Government Code section 51301 authorizes the Board of Supervisors to contract with a CITY within the COUNTY and authorizes the CITY legislative body to contract with COUNTY for the performance of CITY functions by appropriate county officers and employees; and

WHEREAS, Government Code section 51303 provides in part that: "COUNTY officers and employees named in the contract shall exercise within CITY all of the powers and duties conferred upon CITY officers or employees named in the contract"; and

WHEREAS, CITY Council of CITY desires that the functions of the Chief of the Fire Department of CITY, including enforcement of the regulations of the State Fire Marshall, shall be performed by the Chief of the Fire Department of COUNTY acting as the Fire Chief of CITY; and

WHEREAS, CITY and COUNTY have negotiated this Agreement to replace all previous and amended agreements.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between COUNTY and CITY as follows:

1. POWERS AND DUTIES OF COUNTY FIRE CHIEF AND COUNTY FIRE DEPARTMENT EMPLOYEES:

(A) The Chief of the Kern County Fire Department and employees of the COUNTY Fire Department shall exercise within CITY all of the powers and duties conferred upon a City Fire Chief of City Fire Department personnel, including reporting to the CITY Council and enforcing the "Regulations of the State Fire Marshal."

(B) Fire prevention and suppression, emergency medical responses, rescues, hazardous materials responses, fire cause and arson investigation plus all COUNTY support services including, but not limited to, supervision, dispatching, training, equipment maintenance, supplies and procurement, collectively referred to as "services." Functions within CITY's boundaries shall be vested in the COUNTY Fire Chief and employees of the COUNTY Fire Department as may be designated by the COUNTY Fire Chief. Such reassignment of resources shall have no effect on the CITY'S Annual Fee for services.

(C) In the performance of their duties of prevention, control and suppression of fires, emergency medical responses, rescues, hazardous materials responses and fire investigation functions pursuant to this Agreement, the personnel of COUNTY shall have the powers and duties of the Chief of the Fire Department of CITY and shall perform said services in accordance with professional firefighting standards. In the event of a dispute between the parties as to these duties, functions or manner of performance of these duties and functions, determinations by the COUNTY Fire Chief shall be final and conclusive between the parties.

(D) All engine companies assigned to CITY fire station(s) as listed in Section 5(C) "SERVICE LEVEL" shall carry automatic defibrillators and their personnel shall be certified Emergency Medical Technician-Defibrillator/Combitube.

(E) COUNTY will participate in and support community emergency preparedness, education, training and exercises. COUNTY personnel will work with the CITY to continue to provide public education programs currently offered by the CITY. The scope and specific programs may be modified by COUNTY and CITY after subsequent evaluation. CITY shall retain responsibility for CITY's internal emergency management and related programs, as well as communication and coordination with COUNTY's Emergency Operations Center (EOC), when activated.

(F) It is expressly understood that in the performance of the services herein provided for, COUNTY shall be, and is, an independent contractor and is not an agent or employee of CITY. COUNTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, assignment, compensation and discharge of all persons employed by COUNTY and assisting in the performance of services hereunder. COUNTY shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security, workers' compensation, withholding and all regulations governing such matters.

(G) COUNTY shall provide as necessary, fire inspection services and other services as are provided by the COUNTY Fire Department to residents of the unincorporated area of the County of Kern.

2. PLANS REVIEW, INSPECTIONS AND CODE ENFORCEMENT FUNCTIONS:

Solely for the purpose of enforcing or assisting in the enforcement of the regulations of the State Fire Marshal, as provided for in Chapter 1 of Title 19 of the California Code of Regulations, COUNTY will perform the following specific functions on behalf of CITY, at CITY's request:

(A) Plan check and approve or disapprove all building, electrical and plumbing plans for all occupancies covered by Chapter 1 of Title 19 of the California Code of Regulations before a building permit is issued by CITY and construction started;

(B) Plan check and approve or disapprove any changes in approved plans on all the above described occupancies for new construction, alterations to existing buildings, and any changes of occupancy;

(C) Make joint final inspection with building inspection personnel of CITY on all of the above described occupancies. No certification of lights, gas or occupancy shall be issued nor business license granted until joint approval by COUNTY and CITY after joint final inspection.

COUNTY will perform these functions without an increase in the Annual Fee (as Described in Paragraph 7), provided that fees for these services in amounts established by COUNTY are paid to COUNTY pursuant to Paragraph 10 and provided further that the service do not require that COUNTY increase the staffing level set forth in Paragraph 5(c).

3. FIRE HYDRANTS AND WATER SUPPLY:

(A) CITY, as its sole and separate obligation, shall continue to provide a system of fire hydrants and water supply for fire prevention and suppression within CITY. CITY shall cooperate with and assist COUNTY in requiring that the CITY Water Department or other local water purveyors provide at least minimum water fire flows as required by the California Fire Code and hydrants for fire protection purposes within CITY.

(B) COUNTY shall annually inspect all fire hydrants within CITY to ensure that fire hydrants are mechanically operable and capable of delivering water. COUNTY shall notify CITY Water Department or other local water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time COUNTY becomes aware of maintenance or repair requirements. COUNTY shall not be liable to pay CITY Water Department or any other water purveyors for hydrant installation, painting to COUNTY specifications, repair, maintenance or rental fees or any other related costs or expenses.

4. ROUTING OF EMERGENCY CALLS:

(A) The immediate transference of 9-1-1 calls to the COUNTY by the CITY's Public Safety Answering Point (PSAP) shall be performed on all fire, rescue, hazardous materials and emergency medical incidents without cost to the COUNTY. CITY shall be responsible for all costs associated with connecting ring down circuits from its PSAP to COUNTY's circuit.

(B) COUNTY shall provide to CITY statistical response information reports as requested. The criteria utilized in the preparation of such reports shall be determined by the CITY MANAGER and the COUNTY's jurisdictional Deputy Fire Chief.

5. SERVICE LEVEL:

(A) Nothing in this Agreement precludes the future expansion, closure, consolidation or relocation of the fire stations referenced herein if such action is mutually beneficial to and agreed upon by both CITY and

COUNTY.

(B) Any agreed-upon adjustments in staffing may cause adjustments in the determination of the Annual Fee.

(C) COUNTY will provide to CITY a minimum service level based on staffing levels of three (3) Captains, three (3) Engineers and three (3) Firefighters (one of each per shift) for a total of six (6) on-duty personnel at Station Numbers 74 and 77 located at 139 E. Las Flores and 815 W. Dolphin Avenue, in Ridgecrest, California. Fire personnel assigned will be comparably equipped and trained as other like positions within the COUNTY Fire Department. COUNTY will also provide such "backup" or additional service as reasonably necessary in accordance with professional firefighting standards, including but not limited to, those situations where firefighters assigned to Station 74 and 77 are utilized outside CITY limits on emergencies.

(D) Any request by CITY for increased Service Levels shall be communicated to COUNTY no later than January 1st prior to implementation the following fiscal year, subject to approval by COUNTY and in accordance with Section 12 "POTENTIAL CHANGES IN SERVICE LEVEL" herein.

6. COST ALLOCATION METHODOLOGY:

The Annual Fee in this Agreement is based upon CITY incorporated area boundaries and service requirements. The methodology for cost allocation is based on:

(A) Direct Cost Per Capita Countywide - Direct costs are determined by using prior fiscal year expenditures for the fire department programs of Operations, Fire Prevention, Arson Investigation, Hazardous Materials, Technical Rescue and Reserves. The annual amortized apparatus/equipment replacement cost is added to direct costs to determine Total Direct costs. Total Direct Costs are then divided by the Countywide protected population to determine the Direct Cost Per Capita Countywide. The Countywide Protected population is determined by the County Fire department's GIS Specialist through a methodology adopted by the Kern Council of Governments (Kern COG).

(B) CITY's Stations On-Duty Staffing Ratio - The total on-duty staffing of all City stations is divided by the Fire Department's total on-duty staffing Countywide. This factor is applied against the Direct Cost Per Capita Countywide and is used to discount the net costs allocated to the City. The on-duty staffing ratio accounts for the availability of resources to provide fire protection services directly to the CITY's.

(C) CITY's Direct Cost Per Capita - The Direct Cost Per Capita Countywide is multiplied by the Cities Stations On-duty Staffing to arrive at the Cities Direct Cost Per Capita. The Cities Direct Cost Per Capita is multiplied by the protected population of the City to determine the Cities Allocated Direct Cost.

(D) CITY's Allocated In-direct Cost - An In-direct cost will be applied to the City's Allocated Direct Cost. The Indirect cost factor is based on the Fire Department's Prior and Prior Year In-direct billing rate, which is calculated in accordance with OMB Circular A-87 and certified by the Kern County Auditor-Controller-County Clerk;

(E) The Cities' Allocated Direct and In-direct Costs are then added together to identify the Cities' Allocated Total Cost.

(F) Any Fire Fund property tax revenues, including Redevelopment Agency (RDA) Agreement revenues, collected within CITY and retained by COUNTY Fire Department, and any "in-kind" payments made by CITY on behalf of COUNTY, as agreed to by COUNTY and CITY (e.g. CITY purchases and donates Rescue Engine to COUNTY for use in CITY'S Station) would then be credited against the Cities' Allocated Total Cost to determine the resulting Net Allocated Total Cost. Fees collected pursuant to Paragraph 10

herein shall not be credited against the Cities' Allocated Total Cost.

7. COMPENSATION:

CITY will compensate COUNTY for the performance of duties under this Agreement as follows:

(A) The Net Allocated Total Cost for FY12-13, (without additional on-duty positions), beginning on July 1, 2012 and ending June 30, 2013, is \$382,557.

(B) Due to significant financial hardship, CITY will compensate COUNTY \$400,000 per year for fiscal years 2013-14 through 2015-16.

Any increases in costs necessitated or mandated by legislative or judicial decisions or actions or by CITY request for increases in service level, other than penalties or damages due to negligence of COUNTY, shall be due in any fiscal year in which they occur.

(C) Average Actual Salaries and Benefits Costs will be used as the basis for costs to be billed to CITY for any additional on-duty personnel as requested by CITY.

(D) COUNTY shall be responsible for all costs and expenses incident to the performance of the services for the CITY, including but not limited to, all costs of equipment provided by COUNTY, all fees, fines, licenses, bonds or taxes required of or imposed against COUNTY and all other of the COUNTY's costs of doing business. Except as expressly provided for herein, CITY shall not be responsible for any expense incurred by the COUNTY in performing services for the CITY.

(E) COUNTY will re-calculate billable costs, as identified in Section 6 "COST ALLOCATION METHODOLOGY" for fiscal year 2016-17. COUNTY will present to CITY the Net Allocated Total Costs or Annual Fees, to be paid by CITY during the subsequent five (5) year period and the revised Net Allocated Costs or Annual Fees will be attached to the agreement as an amendment.

8. FIRE FUND RETENTION:

In the event CITY annexes additional areas from which COUNTY receives Fire Fund property tax revenues, COUNTY shall continue to receive these Fire Fund revenues. Fire Fund revenues collected within CITY's incorporated area by COUNTY shall be applied against the CITY's allocated direct and indirect costs for the annual billing, as indicated in Section 6 "COST ALLOCATION METHODOLOGY."

9. BILLING & PAYMENT:

(A) In consideration of the covenants contained herein, CITY shall pay to COUNTY the costs specified in Section 6 "COST ALLOCATION METHODOLOGY" and Section 7 "COMPENSATION" herein over the term of the Agreement. The Kern County Fire Department shall, within thirty (30) days of the beginning of each calendar year quarter, invoice the CITY on the quarterly basis for one fourth of the amount to be paid annually. Amount retroactively due after the execution of this agreement shall be equally applied over the remaining quarterly invoices for FY13-14. The CITY shall pay COUNTY within forty-five (45) days of receipts of the invoice. Invoices and general notices shall be sent to CITY at:

City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555-4054

Payments shall be sent to:

Kern County Fire Department
5642 Victor Street
Bakersfield, CA 93308

Either party shall notify the other in writing of an address change.

(B) Interest shall be added to any payment invoiced by COUNTY and that is received by COUNTY after the due date (late payment). The interest rate on any late payment shall be established as the pooled treasury rate as earned by the County, as of the first day payment is late. The period for computing this interest shall commence the day following the payment due date and end the date of receipt of payment by the COUNTY. The interest payment shall be computed as follows: Late Payment Interest Charge =

$$\frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{County Pooled Treasury Rate} \times \$ \text{ Amount of Payment}$$

(C) In the event that a billing/payment dispute arises between the COUNTY and CITY, the parties will negotiate in good faith to resolve the dispute and the following procedures will be taken to resolve the dispute:

1. The dispute will be specified, in writing, and presented to the COUNTY jurisdictional Deputy Fire Chief, if a CITY dispute or to the CITY MANAGER, if a COUNTY dispute within thirty (30) days of the receipt of a disputed invoice or disputed payment. The CITY shall pay any disputed invoice "under protest."

2. If the COUNTY and CITY cannot fully resolve the dispute within ninety (90) days of receipt of written notification of this dispute (impasse), the impasse will be sent to an independent arbitrator for resolution. Said arbitrator shall be selected jointly by CITY and COUNTY within forty-five (45) days of impasse and shall be paid for equally by CITY and COUNTY. If COUNTY and CITY cannot agree on an arbitrator, each party shall, at its own expense, retain an arbitrator within thirty (30) days after the jointly selected arbitrator should have been selected. These two arbitrators will within thirty (30) days mutually select a third arbitrator. The mutually agreed-upon arbitrator will resolve the matter within thirty (30) days after his/her selection. COUNTY and CITY shall share equally the cost of the third arbitrator. The arbitrator's resolution of the impasse shall be final and binding.

If COUNTY prevails in arbitration, all money owed and not paid to the COUNTY will be forwarded to the mailing address identified in Section 9 "BILLING & PAYMENT", herein, within thirty (30) calendar days from the date of the issuance of the arbitrator's decision. In addition, the CITY will be assessed and pay the interest payment amount as calculated for an interest payment in Section 9(A) of this Agreement.

If CITY prevails in arbitration and has paid the COUNTY the disputed amount, a refund to CITY will be forwarded to the mailing address identified in Section 9(A), herein, within thirty (30) calendar days from the date of the issuance of the arbitrator's decision. In addition, COUNTY will pay to CITY the interest as calculated for an interest payment, as identified in Section 9(C) of this Agreement.

10. FEES:

All revenues generated from fees established or implemented by COUNTY shall be COUNTY revenues. Fees of any nature collected by CITY on behalf of COUNTY shall be passed through to COUNTY by CITY as COUNTY revenues. Excluding any State, Federal or judicially mandated programs or fees CITY agrees that it shall either adopt fees for services in amounts established by COUNTY for similar services to COUNTY residents or will pay to COUNTY such fees, in whole or part, in lieu of imposing such fees on the citizens of CITY. CITY shall be authorized to retain a five percent (5%) administrative charge for any fees collected on behalf of COUNTY. Any fees charged and collected by the CITY subsequent to the

commencement date of service shall remain as revenues of the CITY provided that such fees are not identified as fees for services provided by COUNTY pursuant to this agreement. COUNTY shall be authorized to retain a five percent (5%) administrative charge for any fees collected by COUNTY on behalf of CITY.

11. COST RECOVERY:

In the event that an incident occurs within CITY while this Agreement is in effect during which COUNTY may be required to deploy a substantial number of COUNTY apparatus and personnel to such incident, COUNTY reserves the right to pursue cost recovery at its sole discretion against the party that caused the incident but not against CITY. In the event CITY were to pursue cost recovery for COUNTY resources deployed to such an incident, CITY shall promptly pay to COUNTY all such COUNTY costs recovered by CITY less the cost of CITY'S recovery efforts. Costs for COUNTY resources paid for by CITY through this Agreement as detailed in Section 5(C) "SERVICE LEVEL" herein and deployed to such an incident shall not be recoverable by COUNTY from CITY.

12. POTENTIAL CHANGES IN SERVICE LEVEL:

If CITY initiates an increase in staffing levels at Stations 74 and 77 during the term of this Agreement, CITY and COUNTY will renegotiate the annual compensation paid to the COUNTY, provided however, that no change in compensation paid to COUNTY will be effective until this Agreement is modified in accordance with Section 5 "SERVICE LEVEL" herein.

13. FIRE STATION EXPANSION/CONSTRUCTION:

During the term of this agreement, CITY and COUNTY agree to commence discussions regarding the need for any future expanded fire service throughout CITY based on CITY's future plans. CITY and COUNTY agree to explore reasonable solutions for same, such that the parties formulate a master plan to address future fire protection resource requirements, including any future fire station construction projects or capital equipment acquisitions, and the allocation of costs between CITY and COUNTY. It is the intent of both CITY and COUNTY that the master plan developed would be documented in an agreement to be approved by both CITY Council and COUNTY Board of Supervisors, as an amendment to this Agreement.

14. TERM OF AGREEMENT:

The term of this agreement will begin on July 1, 2012 and shall continue in full force and in effect for a period of twenty (20) years ending on June 30, 2032, unless otherwise terminated. Every five (5) years of the twenty (20) year term, COUNTY and CITY may mutually agree to terminate the contract. Prior to the end of the initial four (4) year period, COUNTY will re-calculate billable costs, as identified in Sections 6 "COST ALLOCATION METHODOLOGY" and Section 7 "COMPENSATION". Net Allocated Total Costs or Annual Fees to be paid by CITY during the subsequent period will be attached to the agreement as an amendment. In addition, either COUNTY or CITY may unilaterally terminate this agreement, with or without good cause, by giving notice as set forth below.

In the event CITY or COUNTY choose not to continue this agreement for an additional period, written notice must be served on the other party at least three hundred sixty-six (366) days prior to the expiration of the initial four (4) year period; and any such notice of termination by COUNTY shall be served upon CITY by delivery of said notice either in person or by registered mail to the CITY clerk; any such notice of termination shall be served upon the COUNTY by delivery of said notice either in person or by registered mail to the Clerk of the Board of Supervisors.

In the event this agreement is terminated, all equipment, fire apparatus, personal property and supplies, contained in COUNTY fire station(s) shall remain the sole property of the COUNTY. Any unpaid costs

allocated to the CITY as of the effective date of the termination shall be due and payable to the COUNTY no later than the effective date of the termination. Should a credit be due to the CITY from the COUNTY, a refund shall be paid to CITY no later than the effective date of the termination.

15. MODIFICATIONS TO AGREEMENT:

(A) A review of the Agreement terms may be initiated at any time by either party, upon written notice to the other, and modifications made to this Agreement upon written consent of both parties, which consent shall not be unreasonably withheld or delayed. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and to any proposed modifications to this Agreement.

(B) This Agreement may be modified only in writing and with the approval of both CITY and COUNTY.

16. INDEMNIFICATION:

(A) Neither party will be liable to the other party for any damage, liability claim or cause of action for damage to, or destruction of, property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents and employees.

(B) The CITY will indemnify, hold harmless and defend (upon the written request of the COUNTY) the COUNTY, its officers, employees and agents from any and all loss, damage, liability claim or cause of action of every nature whatsoever for the physical damage to or destruction of property, including the property of the COUNTY or physical injury to or death of any person, including the COUNTY'S officers, employees or agents, which may arise out of any act or omission of City, its officers, employees or agents.

(C) The COUNTY will indemnify, hold harmless and defend (upon the written request of the CITY) the CITY, its officers, employees and agents from any and all loss, damage, liability, claim or cause of action of every nature whatsoever for physical injury to or death of any person, including the CITY'S officers, employees and agents, which may arise out of any act or omission of COUNTY, its officers, employees or agents.

(D) The party against whom any claim arising from this Agreement is filed will give prompt notice of the filing of the claim to the other party.

17. WAIVER:

No waiver of a breach of any provision of this Agreement will constitute a waiver of any other breach, or of such provision. Failure of the CITY or COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement will not be construed as a waiver thereof. The remedies herein reserved will be cumulative and additional to any other remedies in law or equity.

18. PARTIAL INVALIDITY:

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States, of the State of California or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this Agreement will be of

no force or effect excepting a subsequent modification in writing, signed by both parties.

20. COUNTY RECORDS:

At any time during normal business hours, upon the request of CITY, COUNTY will make available for examination all of its existing records with respect to matters covered by this Agreement for purposes of audit, examination or to make copies of such records, exclusive of confidential personnel files.

21. NOTICES:

All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

COUNTY: County Fire Chief
5642 Victor Street
Bakersfield, CA 93308

CITY: City Manager, City of Ridgecrest
100 West California Ave
Ridgecrest, CA 93555

22. CITY COUNCIL RESOLUTION:

Concurrently with the execution of this Agreement by CITY, the City Council will adopt its resolution allowing the Fire Chief of COUNTY to exercise the powers and duties conferred upon a City Fire Chief or City Fire Department personnel; a sample of said resolution is appended hereto marked as Exhibit "A".

IN WITNESS WHEREOF, CITY and COUNTY have caused this Agreement to be executed by their authorized agents.

APPROVED AS TO CONTENT:

By: _____
Dennis Speer, City Manager
City of Ridgecrest

By: _____
Brian Marshall, Fire Chief
Kern County

APPROVED AS TO FORM:

By: _____
City Attorney
City of Ridgecrest

“CITY”

By: _____
Devin Brown, Deputy County Counsel
Kern County

“COUNTY”

By: _____
Dan Clark, Mayor
City of Ridgecrest

By: _____
Mike Maggard, Chairman
Kern County Board of Supervisors

Attest:

By: _____
Rachel Ford, City Clerk
City of Ridgecrest

By: _____
Kathleen Krause, Clerk of the Board
County of Kern

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Review and approval of the Draft Mission, Vision, and Values Statements

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

This is a continuation of the Strategic Plan discussions which began at a special meeting of the Council on October 1, 2013.

On October 26, 2013, the City Council held a workshop at a special meeting to discuss the establishment of a Mission Statement, Vision Statement, and Core Values for the City of Ridgecrest. At the meeting, criteria to analyze these strategic plan components were presented and discussed (Refer to Attachment A). Also, examples of mission, vision, and values statements were presented as reference tools. After considerable discussion between the council, staff, and members of the public, a list of tentative core values, a draft mission statement, and a draft vision statement were established (Refer to Attachment B).

At a regular meeting on November 6, 2013, the City Council directed staff to return with the draft mission and vision statements along with the tentative core values list for discussion, comment, and formal approval.

FISCAL IMPACT: N/A

Reviewed by Finance Director

ACTION REQUESTED: Discuss, Receive Comments, and Approve the Mission Statement, the Vision Statement, and the Core Values.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: December 4, 2013

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RESOLUTION NO. 13-

**A RESOLUTION FORMALLY APPROVING THE MISSION STATEMENT,
THE VISION STATEMENT, AND THE CORE VALUES FOR THE CITY OF
RIDGECREST**

WHEREAS, the City Council began Strategic Plan discussions at a special meeting of the Council on October 1, 2013, and

WHEREAS, the City Council, held a workshop at a special meeting on October 26, 2013 to discuss the establishment of a Mission Statement, Vision Statement, and Core Values for the City of Ridgecrest., and

WHEREAS, after considerable discussion between the council, staff, and members of the public, a list of tentative core values, a draft mission statement, and a draft vision statement were established, and

WHEREAS, at a regular meeting on November 6, 2013, the City Council directed staff to return with the draft mission and vision statements along with the tentative core values for discussion, comment, and formal approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest hereby approves:

- 1.) The Mission Statement
- 2.) The Vision Statement
- 3.) The Core Values

which are identified in Attachment 'B'.

APPROVED AND ADOPTED this 4th day of December 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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Attachment A

Mission

Mission Analysis- Clarify why the organization exists, who we serve, what is required by those we serve and how those needs are met.

Values

Value Analysis – Seriously look at the real values that drive our ambitions and desires for the organization. How are these values communicated both internally and externally?

Vision

Vision analysis – In a perfect world, what does the organization look like five years from today? How would we best serve our stakeholders and customers?

What...not How

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Attachment B

Mission Statement

- City of Ridgecrest provides exemplary fiscally responsible municipal services in a manner which promotes a safe and sustainable community.

Vision Statement

- The vision for the City of Ridgecrest is to provide cost effective municipal services, which features a clean, safe and aesthetically pleasing environment, with strong diverse economic and business opportunities mindful of military and other operations.

Core Values

- Integrity, honor, honesty
- Transparency – open, clear, and frequent communication
- Responsiveness – City strives to be approachable and treat all customers with respect and dignity
- Fiscal Stability – City strives to administer City funds for the greatest good
- Innovation – proactive, creative and efficient responses to the needs of the community
- Engagement – constantly seeking input, feedback and public participation
- Economic Development – support free enterprise that is compatible regional resources.
- Patriotism – apply the pursuit of the freedoms as set forth by our founding fathers.
- Partnership – collaboration with military and other agencies and organizations

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: A Discussion on a Procedure to Establish Strategic Planning Priority Goals

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

This is a continuation of the Strategic Plan discussions which began at a special meeting of the Council on October 1, 2013.

At the November 6, 2013 City Council Meeting, the Council discussed alternative approaches to establish strategic planning priority goals. The approaches included:

1. Conduct a statistically significant survey to establish community priorities utilizing traditional or social media.
2. Hold additional workshops on individual target areas to establish priorities in those areas.
3. Hold a single workshop utilizing focus groups to establish community priorities.
4. Retain a consultant to conduct a professional community priorities survey.
5. Follow a modified staff recommendation to prioritize previous goals.

In order to proceed with establishing priority goals, an approach must be selected.

Staff recommends that the Council discuss, receive comments, and determine the appropriate approach for establishing priority goals.

FISCAL IMPACT: N/A

Reviewed by Finance Director

ACTION REQUESTED:

Discuss and determine the approach for establishing Strategic Planning Priority Goals

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: December 4, 2013

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