

1 necessary funds for such payment by the City in each fiscal year during the term
2 of this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year.
4 In the event that the City Council of the City fails to appropriate the necessary
5 funds for any fiscal year, then, and in that event, the Agreement will terminate at
6 no additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for
8 these services; provided, however, that access to City documents, records and the
9 like, if needed by Consultant, shall be available only during City's normal business
10 hours and provided that milestones for performance, if any, are met.

11 D. Consultant has requested to receive regular payments. City
12 shall pay Consultant in due course of payments following receipt from Consultant
13 and approval by City of invoices showing the services or task performed, the time
14 expended (if billing is hourly), and the name of the Project. Consultant shall certify
15 on the invoices that Consultant has performed the services in full conformance with
16 this Agreement and is entitled to receive payment. Each invoice shall be
17 accompanied by a progress report indicating the progress to date of services
18 performed and covered by the invoice, including a brief statement of any Project
19 problems and potential causes of delay in performance, and listing those services
20 that are projected for performance by Consultant during the next invoice cycle.
21 Where billing is done and payment is made on an hourly basis, the parties
22 acknowledge that this arrangement is either customary practice for Consultant's
23 profession, industry or business, or is necessary to satisfy audit and legal
24 requirements which may arise due to the fact that City is a municipality.

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 October 15, 2015, and shall terminate at 11:59 p.m. on October 14, 2018, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner. The parties have the option to extend the term for two (2) additional
7 one-year periods.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on the
14 Project. City shall furnish to Consultant information or materials, if any, described
15 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City
18 for entering this Agreement was and is the reputation and skill of Consultant's key
19 employee, Antonio Dupre. City shall have the right to approve any person proposed
20 by Consultant to replace that key employee.

21 4. INDEPENDENT CONTRACTOR. In performing its services,
22 Consultant is and shall act as an independent contractor and not an employee,
23 representative or agent of City. Consultant shall have control of Consultant's work and the
24 manner in which it is performed. Consultant shall be free to contract for similar services to
25 be performed for others during this Agreement; provided, however, that Consultant acts in
26 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
27 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
28 (b) City will not secure workers' compensation or pay unemployment insurance to, for or

1 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
2 the usual and customary rights, benefits or privileges of City employees. Consultant
3 expressly warrants that neither Consultant nor any of Consultant's employees or agents
4 shall represent themselves to be employees or agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this
7 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
8 duration of this Agreement, from insurance companies that are admitted to write
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best
10 Company or from authorized non-admitted insurance companies subject to Section
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
12 by A.M. Best Company, the following insurance:

13 (a) Commercial general liability insurance (equivalent in scope to
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
16 coverage shall include but not be limited to broad form contractual liability,
17 cross liability, independent contractors liability, and products and completed
18 operations liability. City, its boards and commissions, and their officials,
19 employees and agents shall be named as additional insureds by
20 endorsement (on City's endorsement form or on an endorsement equivalent
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
22 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
23 and this insurance shall contain no special limitations on the scope of
24 protection given to City, its boards and commissions, and their officials,
25 employees and agents. This policy shall be endorsed to state that the
26 insurer waives its right of subrogation against City, its boards and
27 commissions, and their officials, employees and agents.

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives
3 its right of subrogation against City, its boards and commissions, and their
4 officials, employees and agents.

5 (c) Professional liability or errors and omissions insurance in an
6 amount not less than \$1,000,000 per claim.

7 (d) Commercial automobile liability insurance (equivalent in scope
8 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
9 amount not less than \$500,000 combined single limit per accident.

10 B. Any self-insurance program, self-insured retention, or
11 deductible must be separately approved in writing by City's Risk Manager or
12 designee and shall protect City, its officials, employees and agents in the same
13 manner and to the same extent as they would have been protected had the policy
14 or policies not contained retention or deductible provisions.

15 C. Each insurance policy shall be endorsed to state that coverage
16 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
17 written notice to City, shall be primary and not contributing to any other insurance
18 or self-insurance maintained by City, and shall be endorsed to state that coverage
19 maintained by City shall be excess to and shall not contribute to insurance or self-
20 insurance maintained by Consultant. Consultant shall notify City in writing within
21 five (5) days after any insurance has been voided by the insurer or cancelled by the
22 insured.

23 D. If this coverage is written on a "claims made" basis, it must
24 provide for an extended reporting period of not less than one hundred eighty (180)
25 days, commencing on the date this Agreement expires or is terminated, unless
26 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
27 continuing coverage for a period of not less than three (3) years, commencing on
28 the date this Agreement expires or is terminated.

1 E. Consultant shall require that all subconsultants or contractors
2 that Consultant uses in the performance of these services maintain insurance in
3 compliance with this Section unless otherwise agreed in writing by City's Risk
4 Manager or designee.

5 F. Prior to the start of performance, Consultant shall deliver to City
6 certificates of insurance and the endorsements for approval as to sufficiency and
7 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
8 insurance, furnish to City certificates of insurance and endorsements evidencing
9 renewal of the insurance. City reserves the right to require complete certified copies
10 of all policies of Consultant and Consultant's subconsultants and contractors, at any
11 time. Consultant shall make available to City's Risk Manager or designee all books,
12 records and other information relating to this insurance, during normal business
13 hours.

14 G. Any modification or waiver of these insurance requirements
15 shall only be made with the approval of City's Risk Manager or designee. Not more
16 frequently than once a year, City's Risk Manager or designee may require that
17 Consultant, Consultant's subconsultants and contractors change the amount, scope
18 or types of coverages required in this Section if, in his or her sole opinion, the
19 amount, scope or types of coverages are not adequate.

20 H. The procuring or existence of insurance shall not be construed
21 or deemed as a limitation on liability relating to Consultant's performance or as full
22 performance of or compliance with the indemnification provisions of this Agreement.

23 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
24 contemplates the personal services of Consultant and Consultant's employees, and the
25 parties acknowledge that a substantial inducement to City for entering this Agreement was
26 and is the professional reputation and competence of Consultant and Consultant's
27 employees. Consultant shall not assign its rights or delegate its duties under this
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval

1 of City, except that Consultant may with the prior approval of the City Manager of City,
2 assign any moneys due or to become due Consultant under this Agreement. Any
3 attempted assignment or delegation shall be void, and any assignee or delegate shall
4 acquire no right or interest by reason of an attempted assignment or delegation.
5 Furthermore, Consultant shall not subcontract any portion of its performance without the
6 prior approval of the City Manager or designee, or substitute an approved subconsultant
7 or contractor without approval prior to the substitution. Nothing stated in this Section shall
8 prevent Consultant from employing as many employees as Consultant deems necessary
9 for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
11 certifies that, at the time Consultant executes this Agreement and for its duration,
12 Consultant does not and will not perform services for any other client which would create
13 a conflict, whether monetary or otherwise, as between the interests of City and the interests
14 of that other client. And, Consultant shall obtain similar certifications from Consultant's
15 employees, subconsultants and contractors.

16 8. MATERIALS. Consultant shall furnish all labor and supervision,
17 supplies, materials, tools, machinery, equipment, appliances, transportation and services
18 necessary to or used in the performance of Consultant's obligations under this Agreement,
19 except as stated in Exhibit "D".

20 9. OWNERSHIP OF DATA. All materials, information and data
21 prepared, developed or assembled by Consultant or furnished to Consultant in connection
22 with this Agreement, including but not limited to documents, estimates, calculations,
23 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
24 models, reports, summaries, drawings, designs, notes, plans, information, material and
25 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
26 and City shall have the unrestricted right to use and disclose the Data in any manner and
27 for any purpose without payment of further compensation to Consultant. Copies of Data
28 may be retained by Consultant but Consultant warrants that Data shall not be made

1 available to any person or entity for use without the prior approval of City. This warranty
2 shall survive termination of this Agreement for five (5) years.

3 10. TERMINATION. Either party shall have the right to terminate this
4 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
5 prior written notice to the other party. In the event of termination under this Section, City
6 shall pay Consultant for services satisfactorily performed and costs incurred up to the
7 effective date of termination for which Consultant has not been previously paid. The
8 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
9 date of termination, Consultant shall deliver to City all Data developed or accumulated in
10 the performance of this Agreement, whether in draft or final form, or in process. And,
11 Consultant acknowledges and agrees that City's obligation to make final payment is
12 conditioned on Consultant's delivery of the Data to City.

13 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
14 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
15 performing its services, during the term of this Agreement and for five (5) years following
16 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
17 all information, whether written, oral or visual, obtained by any means whatsoever in the
18 course of performing its services for the same period of time. Consultant shall not disclose
19 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
20 of others except for the purpose of this Agreement.

21 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
22 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
23 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
24 without breach of this Agreement by Consultant; or (c) a third party who has a right to
25 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
26 disclosed pursuant to subpoena or court order.

27 13. ADDITIONAL COSTS AND REDESIGN.

28 A. Any costs incurred by City due to Consultant's failure to meet

1 the standards required by the scope of work or Consultant's failure to perform fully
2 the tasks described in the scope of work which, in either case, causes City to request
3 that Consultant perform again all or part of the Scope of Work shall be at the sole
4 cost of Consultant and City shall not pay any additional compensation to Consultant
5 for its re-performance.

6 B. If the Project involves construction and the scope of work
7 requires Consultant to prepare plans and specifications with an estimate of the cost
8 of construction, then Consultant may be required to modify the plans and
9 specifications, any construction documents relating to the plans and specifications,
10 and Consultant's estimate, at no cost to City, when the lowest bid for construction
11 received by City exceeds by more than ten percent (10%) Consultant's estimate.
12 This modification shall be submitted in a timely fashion to allow City to receive new
13 bids within four (4) months after the date on which the original plans and
14 specifications were submitted by Consultant.

15 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
16 amended, nor any provision or breach waived, except in writing signed by the parties which
17 expressly refers to this Agreement.

18 15. LAW. This Agreement shall be construed in accordance with the laws
19 of the State of California, and the venue for any legal actions brought by any party with
20 respect to this Agreement shall be the County of Los Angeles, State of California for state
21 actions and the Central District of California for any federal actions. Consultant shall cause
22 all work performed in connection with construction of the Project to be performed in
23 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
24 county or municipal governments or agencies (including, without limitation, all applicable
25 federal and state labor standards, including the prevailing wage provisions of sections 1770
26 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
27 fire marshal, health officer, building inspector, or other officer of every governmental
28 agency now having or hereafter acquiring jurisdiction.

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16. PREVAILING WAGES.

A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

17. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or

1 in part, out of or in connection with (1) Consultant's breach or failure to comply with
2 any of its obligations contained in this Agreement, including any obligations arising
3 from the Project's compliance with or failure to comply with applicable laws,
4 including all applicable federal and state labor requirements including, without
5 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
6 negligent or willful acts, errors, omissions or misrepresentations committed by
7 Consultant, its officers, employees, agents, subcontractors, or anyone under
8 Consultant's control, in the performance of work or services under this Agreement
9 (collectively "Claims" or individually "Claim").

10 B. In addition to Consultant's duty to indemnify, Consultant shall
11 have a separate and wholly independent duty to defend Indemnified Parties at
12 Consultant's expense by legal counsel approved by City, from and against all
13 Claims, and shall continue this defense until the Claims are resolved, whether by
14 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
15 breach, or the like on the part of Consultant shall be required for the duty to defend
16 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
17 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim was
20 caused by the sole negligence or willful misconduct of Indemnified Parties,
21 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
22 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
23 percentage of willful misconduct attributed by the court to the Indemnified Parties.

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

26 19. AMBIGUITY. In the event of any conflict or ambiguity between this
27 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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1 20. NONDISCRIMINATION.

2 A. In connection with performance of this Agreement and subject
3 to applicable rules and regulations, Consultant shall not discriminate against any
4 employee or applicant for employment because of race, religion, national origin,
5 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
6 disability. Consultant shall ensure that applicants are employed, and that
7 employees are treated during their employment, without regard to these bases.
8 These actions shall include, but not be limited to, the following: employment,
9 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
10 termination; rates of pay or other forms of compensation; and selection for training,
11 including apprenticeship.

12 B. It is the policy of City to encourage the participation of
13 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
14 procurement process, and Consultant agrees to use its best efforts to carry out this
15 policy in its use of subconsultants and contractors to the fullest extent consistent
16 with the efficient performance of this Agreement. Consultant may rely on written
17 representations by subconsultants and contractors regarding their status.
18 Consultant shall report to City in May and in December or, in the case of short-term
19 agreements, prior to invoicing for final payment, the names of all subconsultants
20 and contractors hired by Consultant for this Project and information on whether or
21 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
22 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

23 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
24 accordance with the provisions of the Ordinance, this Agreement is subject to the
25 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
26 Long Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Agreement, the Consultant
28 certifies and represents that the Consultant will comply with the EBO. The

1 Consultant agrees to post the following statement in conspicuous places at its place
2 of business available to employees and applicants for employment:

3 "During the performance of a contract with the City of Long Beach, the
4 Consultant will provide equal benefits to employees with spouses and its
5 employees with domestic partners. Additional information about the City of
6 Long Beach's Equal Benefits Ordinance may be obtained from the City of
7 Long Beach Business Services Division at 562-570-6200."

8 B. The failure of the Consultant to comply with the EBO will be
9 deemed to be a material breach of the Agreement by the City.

10 C. If the Consultant fails to comply with the EBO, the City may
11 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
12 to become due under the Agreement may be retained by the City. The City may
13 also pursue any and all other remedies at law or in equity for any breach.

14 D. Failure to comply with the EBO may be used as evidence
15 against the Consultant in actions taken pursuant to the provisions of Long Beach
16 Municipal Code 2.93 et seq., Contractor Responsibility.

17 E. If the City determines that the Consultant has set up or used its
18 contracting entity for the purpose of evading the intent of the EBO, the City may
19 terminate the Agreement on behalf of the City. Violation of this provision may be
20 used as evidence against the Consultant in actions taken pursuant to the provisions
21 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22 22. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Consultant at the address first stated above, and to City at
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
26 to the City Engineer at the same address. Notice of change of address shall be given in
27 the same manner as stated for other notices. Notice shall be deemed given on the date
28 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER: The acceptance of any services or the payment of any

money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

3 27. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Consultant on Form 1099-
5 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
6 resulting from payments under this Agreement. Consultant shall submit Consultant's
7 Employer Identification Number (EIN), or Consultant's Social Security Number if
8 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
9 Financial Management. Consultant acknowledges and agrees that City has no obligation
10 to pay Consultant until Consultant provides one of these numbers.

11 28. ADVERTISING. Consultant shall not use the name of City, its officials
12 or employees in any advertising or solicitation for business or as a reference, without the
13 prior approval of the City Manager or designee.

14 29. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Consultant relating to this Agreement.

18 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
19 designed to or entered for the purpose of creating any benefit or right for any person or
20 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PADILLA & ASSOCIATES, INC., a California corporation

January 11, 2016

By [Signature]
Name Patricia K. Padilla
Title President

_____, 2016

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Feb. 3, 2016

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on Jan. 20, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work

Request For Proposal No.: RFP FM 15-084
Title: Compliance Monitoring Services



Padilla & Associates, Inc. was established in 1993 and has been providing the services described in the RFP to public and/or private sector clients for **21+ years**

I. Resumes of Key Staff

It is **Padilla & Associates, Inc.’s** intent to self-perform the Monitoring Compliance scope of services for the City of Long Beach. Padilla & Associates, Inc. is in a viable position to immediately assume the work including the execution of the project through its completion.

Professionally, Padilla & Associates, Inc.’s key personnel and staff are fully cross-trained in all aspects of Federal Davis- Bacon and State Prevailing Wage Requirements, labor compliance monitoring and enforcement, HUD Section 3 compliance reviews, project labor agreements, DBE compliance, Small Business, CPR reviews, audits, field interview and site visits, investigations and interface with adjudicating agencies and can provide the required staffing to effectuate compliance monitoring and accurate reporting. Padilla & Associates, Inc. has bilingual capability in the following languages: Spanish, Chinese (Mandarin and Cantonese) and Tagalog.

Additionally, unlike any other consulting management firm specializing in the monitoring of Federal Davis-Bacon and Related Acts compliance, Padilla & Associates, Inc.’s staff holds the expertise to represent and execute client initiatives. Simply put, **the qualifications held by our staff are unprecedented when compared to any other firm.** Padilla & Associates, Inc. staff members have advanced educational degrees, are licensed contractors, maintain industry certifications, and have been members of the construction industry for over thirty years. Our staff has the ability and professionalism to represent and serve as an extension to the City of Long Beach.

Padilla & Associates, Inc. affirms that assigned key personnel will be available for the duration of the project and acknowledges that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence to the City of Long Beach.

Due to several current and active projects nearing completion, the Padilla & Associates, Inc. team is readily available to provide staff with their percentage available as delineated by the table below:

Name	Title	% Available
Patricia K. Padilla	Principal Project Administrator	20%
Antonio F Dupre*	Project Manager	80-90%
Rasien Ibanez*	Deputy Project Manager	80-100%
Caroline Macias	Deputy Project Manager	40%
Erik Staples*	Sr. Compliance Officer	40%
Michael Phu	Sr. Compliance Analyst	40%
Ulysses Gatdula	Compliance Administrative Analyst	70%

Request For Proposal No.: RFP FM 15-084
Title: Compliance Monitoring Services



Natalie Marquez	Compliance Administrative Analyst	70-90%
Lauren Padilla Jacquith*	Technical Advisor	As Needed
Olivia Fonseca	Technical Advisor	As Needed

Key Staff are identified by the (*) next to the staff person’s name.

The following resumes detail the personnel that will be directly involved in providing services under this contract:

PATRICIA PADILLA- PRINCIPAL PROJECT ADMINISTRATOR



Patricia Padilla possesses over 25 years’ experience in project management within public and private sectors, specializing in policy and program development, administration, monitoring, evaluation and reporting of Labor Compliance programs (Federal and State), HUD Section 3 requirements, Community Workforce Agreement/Project Labor Agreements, Disadvantaged Business Enterprise (DBE) program models inclusive of DBE goal setting, Equal Employment Opportunity (EEO) Non-Discrimination provisions, Small Business Enterprise, technical assistance, contractor training, job training and placement and referral programs, including Local Hire and National Targeted Worker initiatives. Her specific program management expertise includes an emphasis in:

- Development of DBE, Labor, PLA, SB, and EEO/AA program frameworks and infrastructure, including Local Hire and National Targeted Worker initiatives;
- Providing technical assistance, contractor training, job training and placement and referral programs;
- Facilitation of expert training and technical advisement;
- Development of program policies, operating procedures, technical documents and materials;
- Research and development of Federal, State, and Local government policy directives;
- Construction management and mitigation of large-scale multi-modal transportation projects, and other infrastructure public-works projects.
- Hiring, coordination, and supervision of project management teams;
- Supervision of integrated computer systems to support program objectives;
- Facilitation of hearings regarding appeals and, adjudication cases;
- Representation of clients before administrative legal hearing entities; and
- Liaison with Federal, State, and local government enforcement/regulatory agencies.

Ms. Padilla established the firm of Padilla & Associates in 1993 and, as a prime and sub-contractor has successfully serviced clients with chief advisement, strategic planning, administration and development of tailored programs to meet specific needs. Ms. Padilla has previously served as Executive Officer, Administrator, and Manager responsible for administration of Labor, D/M/WBE, and EEO/AA Programs for the Los Angeles County Metropolitan Transportation Authority.

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Relevant Project and Professional Experience:

Patricia Padilla, President of Padilla & Associates, Inc. brings direct, relevant experience, which includes various roles and responsibilities, as summarized below:

Project Manager,

City of Santa Clarita, City of Corona, City of Carson

City of San Fernando

- On-going DBE and Labor Contract Compliance Monitoring and Enforcement.
- Development of the City's Pre-Construction Conference Materials and Handbook.
- Updated the City's Labor Compliance Program Manual and bid specifications.
- Developed DBE reporting models to facilitate contractor compliance.
- Provision of ongoing in-service staff training and development.
- Perform Management Review and develop trainings and Project Management Plan for Labor Compliance Services.

Project Manager,

San Bernardino International Airport Authority (SBIAA)

Orange County Transportation Authority (OCTA),

Southern California Regional Rail Authority (SCRRA) – Metrolink,

Alameda Corridor-East (ACE) Construction Authority,

Exposition Metroline Authority,

San Diego Association of Governments (SANDAG)

Upper San Gabriel Municipal Water District (USGV-MWD)

Access Services, Inc. (ASI):

- Development of DBE Program, policy and procedures, including Goal Analysis, tailored to meet unique client markets and conditions, in accordance with revised regulations under 49 CFR Part 26.
- Coordination of program submissions for approval from regulatory administrations.
- Development and facilitation of DBE outreach, technical assistance and training workshops.
- Development and implementation of in-service staff training on 49 CFR Part 23 and CFR Part 26 DBE regulations, including development of all course modules and materials.
- Development of DBE solicitation and contract provisional language and evaluation criteria.
- Proactive Labor and Contract compliance approach.
- Timely and effective technical assistance to contractors.
- Expedient issue resolution largely achieved through voluntary contractor compliance

Expert Services Project Manager,

Los Angeles County Office of County Counsel for Metropolitan Transportation Authority (MTA)

Wasserman, Comden, and Casselman, L.L.P.

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***University of California, Los Angeles (UCLA) Capital Programs Design and Construction
Los Angeles County Metropolitan Transportation Authority (MTA):***

- Review of prime and subcontractor compliance, in accordance with Federal Regulations, program and contractual provisions.
- Review and audit of compliance contract documents and performance standards.
- Comprehensive analysis of awarding agency DBE Programs.
- Development of legal casebooks, audit findings and investigation summaries.

Project Manager,

***California High Speed Rail Authority (CHSRA), Oxnard Unified School District, Riverside Community College District, San Gabriel Unified School District Los Angeles Community College District (LACCD), Peralta Community College District
Yuba Community College District
Green Dot Public Schools***

- Provide Labor Compliance Monitoring and Enforcement
- Administer all aspects Project Labor Agreements (PLA), as applicable.
- Proactive Labor and Contract compliance approach.
- Timely and effective technical assistance to contractors

Project Manager, California Construction Contracting Program – Caltrans/California Community Colleges Chancellor's Office

Padilla & Associates, Inc. , as a Prime Consultant to the California Community Colleges Chancellor's Office, has developed, coordinated and provided Construction Management/Public Works technical training, technical counseling and marketing/outreach services to Small Businesses, including Disadvantaged Business Enterprises, at ten (10) Small Business Development Centers (SBDCs) throughout the State of California, as part of the California Department of Transportation's (Caltrans) California Construction Contracting Program (CCCP). This effort included the development , coordination and provision of five (5) training Modules, each module consisting of three (3) courses, at each of the ten (10) SBDCs, resulting in the provision of 150 technical training courses during Year One (1) of the CCCP.

Project Manager, San Francisco-Oakland Bay Bridge Small Business Outreach Team – California Department of Transportation

Padilla & Associates is currently providing Small Business Outreach, Tracking and Reporting Services as a Prime Consultant to the California Department of Transportation on the 2 billion+ San Francisco-Oakland Bay Bridge Seismic Safety Projects (SFOBB). As an integral part of the Outreach and Marketing Plan developed for the Program, Padilla & Associates, Inc. coordinated the Bidder's Conference/Contractor Outreach Event for the \$250,000,000+ Yerba Buena Island Transition Structure Contract 1 Project, which was held at Treasure Island and drew 170+ attendees, including ten (10) Prime Contractors and numerous Small Businesses. Padilla &

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Associates' core role includes the Outreach, Tracking and Reporting of Small Business (SB) and Disabled Veterans Business E

Project Manager, Los Angeles County Metropolitan Transportation Authority:

- Provision of Chief Advisement to MTA in Labor and EEO/AA Program areas, including analysis of legislative changes to Labor and EEO/AA laws/regulations, complex systemic issues and formulation of proposed resolutions.
- Direction, start-up, transition, and mobilization of the Labor Compliance and EEO/AA Monitoring and Administration Program for 37+ Los Angeles County Metropolitan Transportation Authority's (LACMTA) Metro Rail Construction and System Installation Projects.
- Development of tailored operating procedures to meet client needs and regulatory compliance.
- Management, design and development of an integrated computer management information system, to support program objectives.

Project Manager, Orange County Transportation Authority (OCTA):

- Facilitation of a Management Review and Evaluation of all procurement program components from pre-to-post contract award, and assessment of organizational effectiveness and compliance with Federal and State regulations and funding agreements.
- Comprehensive review of methodologies utilized in establishing Overall and Annual Contract-specific goals.
- Facilitation of focus groups with Executive Management, Office of Budget, Socioeconomic Programs Office and other client department managers and first-line employees, to assess understanding of DBE policy goals and objectives, attitudes and perceptions.
- Preparation of report findings and recommendations to remedy identified areas of noncompliance and to improve OCTA DBE Program Outreach, Certification, Contractor, Vendor Training and interagency coordination.

Executive Officer of Equal Opportunity, Los Angeles County Metropolitan Transportation Authority (MTA)

- Development and management of MTA's first DBE/MBE/WBE, EEO/AA and Labor Contract Compliance and Administration Programs.
- Establishment of DBE programs, which achieved maximum DBE participation, and received recognition and commendation from the Los Angeles City Mayor's Office and the US DOT.
- Enhancement, implementation, enforcement, monitoring and reporting of all aspects of Equal Employment Opportunity/Affirmative Action Programs pursuant to Federal, state and local laws and regulations.
- Service as primary liaison to the business community, joint agency business development boards, Transportation Business Advisory Council, community based organizations and professional employee associations, to promote MTA program objectives.

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- Appointment by the US DOT, to a select national task force which researched public policy, and provided input for development of the DBE Circular as a reference tool for recipients.
- Provision of administrative assistance to the US DOT Office of Inspector General, in ongoing investigations of firms regarding potential de-certification.
- Co-Chairmanship of the Metropolitan Transportation Authority's 1st Annual Business Vendor Fair with over 2,500 participants, and sponsored the first U.S. Department Transportation Marketplace in Los Angeles and under Secretary of Transportation Federico Pena's administration.
- Facilitation of numerous ongoing focus groups sessions and technical assistance/training sessions for continued monitoring and refinement of the Authority's DBE and M/WBE Programs.

Project Manager, Lead Instructor

State of California Department of Transportation (CALTRANS)

- Development of technical course materials for Statewide DBE Program Training and Caltrans specifications, including Labor Compliance, in response to newly published Federal Department of Transportation (DOT) DBE Program regulations under Title 49 CFR Part 26 and Caltrans Local Assistance Procedures.
- Provision of Statewide Training of Local Agency representatives on Overall Annual DBE Goal setting methodology and DBE Program Contract Specifications.
- Facilitation of DBE Program Compliance Review and Caltrans' technical procedures.

Education: California State University, Long Beach,
B. S. Business Administration

ANTONIO F. DUPRE' SR. – SR. PROJECT MANAGER



Antonio Dupre' possesses over 25 years direct experience in the development, administration, monitoring, and reporting of Disadvantaged Business Enterprises (DBE) and UDBE, Small Business Enterprises, Equal Employment Opportunity and Affirmative Action, Labor Compliance Programs, Community Workforce Agreement (CWA)/Project Labor Agreements (PLA's)/Community Benefits Agreements (CBAs), Targeted Hiring, Local Hiring Programs, HUD Section 3, California Labor Code and Federal Davis Bacon and Related Acts on mega projects. Mr. Dupré has worked with Private Joint Venture Teams and Awarding Agencies, which include AGP (STV), Flatiron, Atkinson/URS, Walsh/Shea, Ashkenazy Development, Pueblo Contracting, Simon-Wong Engineering, Kleinfelder, Parsons, Parsons Transportation, the County of San Bernardino, SANBAG, City of Riverside, City of Corona, Los Angeles County Metropolitan Transportation Agency (LACMTA – Metro), Riverside Community College District, and the Los Angeles Community College District. He has experience working on complex rail system, freeway, building, sewer and waterline, and flood control projects, which involved multi-layered funding and multi-agency participation. He has worked on EPA, FHWA,

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FTA, FAA, HUD and State and local bond funded projects. He has over twenty-five years administrative and management experience as a DBE Liaison Officer and Labor Compliance Officer, and other senior construction management capacities. Mr. Dupré is certified in multiple disciplines including as a Certified Labor Compliance Officer from Oxnard College; Construction Manager; Project Manager; Certified Construction Contracts Administrator and Resident Engineer Academy Graduate; Quality Control Manager; OSHA Certified; and a Licensed General Building Contractor. Mr. Dupré is a graduate of the National Community Development Lending School, and is Federal Emergency Management Agency (FEMA) - NIMS (National Incident Management System) Certified. Mr. Dupre's experience is in the areas of Residential/Commercial/Public Works, Flood Control and Public Utility Construction/Development, Engineering, Redevelopment/Revitalization, Community/Economic Development, and Housing Development, which includes executive experience in Business and Public Administration with an emphasis in operations, management and supervision, labor compliance, contract compliance, quality control, contract administration, project and construction management. Mr. Dupré is retired from the U.S. Air Force Reserves, where he served as the Chief of Construction Engineering, and jointly retired from the County of San Bernardino and City of Riverside, where he served in numerous senior management capacities related to the public works construction. Mr. Dupré earned his Bachelors of Science degree in Business and Management from the University of Redlands; Associates of Science Degree in Construction Technology from Community College of the Air Force.

Relevant Project and Professional Experience:

Project Manager/DBE Liaison Officer

AGP/STV (City of Anaheim ARTIC), Los Angeles Community MTA (Metro), Walsh/Shea Corridor Constructors, City of Corona, California High Speed Rail Authority (CHSRA), Atkinson/URS, Simon-Wong/Kleinfelder (City of Corona), California Department of Transportation (Caltrans), County of San Bernardino, City of Riverside, Alameda Corridor-East (ACE) Construction Authority

- On-going DBE and Labor Contract Compliance Monitoring and Enforcement.
- Development of the Pre-Construction Conference Materials and Handbook.
- Updated the DBE, EEO and Labor Compliance Program Manual and bid specifications.
- DBE Goal Development, commitment and attainment tracking and reporting.
- DBE Outreach and Technical Assistance.
- Work with Design-Builder and Agency to track Good Faith Efforts.
- Developed DBE reporting models to facilitate contractor compliance.
- Develop and implement DBE Performance Plan & Subcontracting Plan.
- Develop DBE Program.
- Provision of ongoing in-service staff training and development.
- Perform Management Review and develop trainings and Project Management Plan for Labor Compliance Services.

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Project Manager/Senior Labor Compliance Officer

Los Angeles Community College District, AGP/STV (City of Anaheim ARTIC), Los Angeles Community MTA (Metro), Walsh/Shea Corridor Constructors, City of Corona, California High Speed Rail Authority (CHSRA), Atkinson/URS, Simon-Wong/Kleinfelder (City of Corona), California Department of Transportation (Caltrans), County of San Bernardino, City of Riverside, Alameda Corridor-East (ACE) Construction Authority

Oversee Labor Compliance Department daily operational duties, PLA administrative tasks and Labor Compliance project Close Out. Work with the various Departments on the multiple construction delivery methods utilized by the Awarding Agency/Consultant Team, including Design/Build, Design Bid Build, etc. Review project audits and CPR submissions and prepare and issue Discrepancy Notices to Contractors on behalf of Labor Compliance Department. Work with Project Labor Agreement (PLA) non-compliant Contractors, to the extent of requesting the withholding of payments and issuing Notices of Non Compliance (NONC). Assist with the oversight of Jurisdictional Issues. Participate in Pre-Job and Post-Award meetings and present PLA, Labor Compliance Program and other applicable regulatory requirements to Contractors. Serve as the neutral party for the processing, schedule and facilitation of Union and Contractor Grievances and Arbitration hearings. Input and track personnel into Local Hire Database and confirm placement of At-Risk workers. Finalize and publish report quarterly. Maintain relationship with Building trades, including the facilitation of Joint Labor Management Meetings, PLA interpretation meetings, legislation and ad-hoc meetings. Respond to Department of Industrial Relations complaints and prepare and issue Districts Annual Labor Compliance Program Report. Report to Awarding Agency/Consultant Team, General Counsel, Project Management Team, Project Administrator, Construction Deputy and complete additional tasks as assigned.

Senior Labor Compliance Officer/DBE Liaison Officer

San Bernardino Association of Governments

Responsible for monitoring the implementation of DBE Program and California's Prevailing Wage Laws on SANBAG's projects, analyzing Certified Payroll Records, contractors' reports to trade union trustees and various other contract labor compliance documents. Provide technical document analysis, and conducting onsite worker interviews, to identify and investigate possible violations. Provide direct technical support to project managers, resident engineers, and construction companies' payroll offices. Work was in conjunction with Caltrans and the California Department of Industrial Relations (DIR). Prepare monthly summary reports.

Senior Program Analyst

Caltrans Sponsored Supportive Services Prime Contractor Outreach and DBE Referral Program

Supervised professional, paraprofessional, technical, and administrative support staff. Plan and coordinate all aspects of scope development, design and implementation of California Construction Contracting Program and the DBE Supportive Services Program; establish project schedules, and monitor project performance. Establish and manage performance measurement systems related to DBE Supportive Services Program. Liaison with local

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Businesses, Caltrans, State and Local Government, and the general public to encourage collaborations and promote increased utilization of DBE and SBE Businesses for Public Works projects. Conduct public presentations to legislative bodies, business organizations, community groups and others regarding the California Construction Contracting Program, schedules, goals and objectives. Conduct and coordinate complex studies, and prepare comprehensive reports and recommendations. Establish and maintain electronic database. As the Senior Program Analyst of DBE Supportive Services Program increase the participation of DBE firms (including A & E firms), in highway construction projects and related contracts involving federal highway and transit funding. Identify viable subcontracting opportunities on a project-by-project basis; determine qualified DBE firm's availability and interest for referrals as prospective subcontractors/sub consultants to project plan holders.

Technical Counselor & Technical Trainer

California Construction Contracting Program – Caltrans/California Community Colleges Chancellor's Office

Provided detailed expertise to firms looking to certify themselves as DBEs or looking to expand their scope of services in to the public works arena. Through the Santa Ana Small Business Development Center, Mr. Dupré assists companies and individuals in technical matters such as: DBE Certification and compliance, Bonding, Safety, Bidding, Project Management, Locating Bidding Opportunities, among others. Further, Mr. Dupré also serves as an expert Technical Counselor for the California Construction Contracting Program Technical Module Series, specializing in Bonding and Safety. Mr. Dupré provides Trainings statewide at the 10 participating SBDCs under in contract with the Chancellors office and Caltrans.

Project Manager

City of Riverside, Public Works Department

Supervise professional, paraprofessional, technical, and administrative support staff. Plan and coordinate all aspects of scope development, design and implementation of capital improvement projects; establish project schedules, and monitor project performance. Master Scheduler responsible for developing and monitoring all capital project schedules and budget compliance and take or recommend corrective action as needed. Prepare grant applications; permit applications, requests for proposals, consultant agreements, public notices and other project documents. Establish and manage performance measurement systems related to capital improvement projects. Manage Public Works construction projects with multi-jurisdictional projects bundled together within the City of Riverside and adjacent areas, and in cooperation with City of Riverside Public Utilities Water and Electric, Western Municipal Water District (WMWD) and other local utility agencies. Public Works Department - Public Utilities Coordinator and Liaison with local Public Utilities, Economic Development, Redevelopment and Public Works organizations, other public agencies, property owners, and the general public to encourage collaborations and promote Public Works activities from concept to design to construction and completion. Conduct public presentations to legislative bodies, business organizations, community groups, development associations and others regarding the City's

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Public Works projects, schedules, goals and objectives. Conduct and coordinate complex studies, and prepare comprehensive reports and recommendations. Establish and maintain electronic database and contact management programs and capital improvement project tracking system(s) (Primavera). As the City's Utility Coordinator responsible for coordinating with other departments, utility companies and other agencies to facilitate timely completion of projects or the review and processing of specific private development projects. Facilitate interdepartmental coordination related to the timely completion of capital improvement projects and strategic planning.

Project Manager

San Bernardino County, Dept. of Public Health

Responsible for the administration, implementation and evaluation of the Public Health and Healthcare Emergency Preparedness Program. Implement the administrative program provisions of the Center for Disease Control (CDC) grant including coordination of exercises and tracking of meeting critical elements. Prepare funding applications. Prepare routine quarterly and annual progress reports for submission to State and Federal grantors. Track grant activities to assure compliance with grant requirements and completion of scope of work. Participate in Bioterrorism Advisory Committee meetings and other local emergency/disaster planning group meetings such as Strategic National Stockpile (SNS) and Cities Readiness Initiative (CRI). Coordinate procurement process and develop/monitor subcontracts with community agencies under the Emergency Preparedness and Response grant. Develop MOU's with community agencies under the Preparedness and Response grant. Serve as liaison with community partners to coordinate preparedness and response efforts. Organize and coordinate development of various planning documents. Evaluate department preparedness and make recommendations for policy and procedures and updates to Emergency Preparedness plans. Coordinate procurement process for services, supplies, and equipment for preparedness and response grants/activities.

Project Manager

San Bernardino County, Transportation/Flood Control Dept.

Responsible for the administration, implementation and evaluation of all contracts under the Federal Aid Transportation programs including the coordination and preparation of all tracking and reimbursement documentation to support the administration, implementation and evaluation of all contracts under the Federal Aid Transportation programs, serving as the Contracts Division's 'Federal Projects Coordinator', to ensure proper reporting and reimbursement of Federal Aid Funds. County of San Bernardino - 'DBE Liaison Officer', responsible for management and oversight of the Disadvantaged Business Enterprise (DBE) program development for federally funded projects, to include: conducting pre-bid meetings, evaluation of Annual Anticipated DBE Participation Level, monitoring program output, annually re-certifying the entire DBE program and objectives, and oversight of all administrative task associated with DBE program compliance. Conduct required training of division personnel relating to the assigned duties listed above. Department of Public Works - 'Radiation Safety

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Officer', responsible for the oversight and development of Department of Public Works - Radiation Safety Program and implementation, to include the oversight of the use, transportation and maintenance of the portable nuclear gauge testing devices. Department of Public Works - 'Labor Compliance Officer', responsible for management and review of the Department's Labor Compliance Program, to include reviewing all certified payrolls, employee interviews, drafting of program, administrative oversight and including program implementation and monitoring. Department of Public Works - 'Quality Control Manager', responsible for the management and administrative oversight of the Departments Quality Assurance Program and the preparation of the required applicable manuals and technical papers, Laboratory and Field Procedures Manual, Lab Safety Manual, and other operations in regards to construction Materials testing program. Additionally, responsible for development, design, construction management and inspection of various public works projects, including waterline, pipeline, retention basin, and flood control channel construction projects. Manage the construction of multi-agency bundled projects administered as one project, which included Public Utilities, Flood Control, Water Districts and other agencies within San Bernardino County and adjacent regions. Responsible for the cleanup of the County's contaminated underground fuel storage sites in conjunction with the Federal EPA, and the timely submission of applications and contracts to Caltrans and other funding agencies. Coordinate with Water Agencies to ensure all cleanup project sites closely monitored the groundwater contamination thus protecting the water supply for local communities within the County. Prepare plans and specifications for various construction projects. Prepare Board Items when required, Purchase Requisitions, Low Value's requisitions, Purchase Requisition's, Request for Bids, Request for Proposals, Request for Qualification and any combination, and special assignments as required by the department. Serve as community liaison when required for Trans/Flood Department. Receive, review, investigate and resolve community concerns relating to public transportation issues. Knowledgeable in the use of Microsoft WORD, EXCEL, PROJECT, ACCESS, POWER-POINT, Adobe Acrobat Professional, Auto-Desk or Terra Model, Construction Estimating software. Supervised from 6 up to 130 personnel depending on the project.

EDUCATION:

Master of Arts in Theology (in progress)

Fuller Theological Seminary

Bachelors of Science in Business and Management

University of Redlands, Redlands, CA

Construction Technology

Community College of the Air Force

Construction & Project Management; Management; Construction Engineering

University of California - Riverside/Berkley Extension

Contract Administration; Construction Safety; Reengineering Federal-Aid Projects

University of California - Berkley Extension

Business & Management

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- University of Phoenix*
- Local Assistance Resident Engineer Academy**
ITS, UC Davis & UC Berkeley
- Construction Inspection**
University of California - Berkley Extension
- Project Scheduling**
Primavera - Western Council of Construction Consumers
- Radiation Safety Officer**
CPN – Boart Longyear
- Quality Control Manager (Construction Materials Lab & Testing)**
Caltrans/County of San Bernardino
- Construction Surveying**
Community College of the Air Force

MS. RASIEN IBANEZ - DEPUTY PROJECT MANAGER: SENIOR COMPLIANCE FIELD OFFICER



Rasien Ibañez possesses over eight years of experience in compliance management within public and private sectors with an emphasis in Federal Davis Bacon and State of California Labor Compliance monitoring and enforcement, PLA Administration and DBE reporting. Ms. Ibanez has served in a senior capacity level in Labor Compliance, PLA monitoring and enforcement activities, DBE, Small Business for the Crenshaw/ LAX Transit Corridor Project, the Los Angeles Community College District, California High Speed Rail Authority and a multitude of Cities. Ms. Ibanez brings extensive expertise in the field of labor compliance having previously served as a Labor Compliance Technician at the LAUSD’s legacy LCP Department where she performed complex audits and prepared cases for DIR administrative hearings.

RELEVANT PROJECT & PROFESSIONAL EXPERIENCE:

Deputy Project Manager/Senior Labor Compliance Officer
Padilla & Associates: Los Angeles Community College District

- Supervises and trains Labor Compliance Analysts and Auditors
- Work with PLA non-compliant Contractors, to the extent of requesting the withholding of payments and issuing Notices of Non Compliance (NONC).
- Performs QA/QC on all Labor Compliance Audits
- Conducts complex Prevailing Wage investigations and audits by reviewing Certified Payroll Records and other related payroll documents
- Receives worker complaints for potential State Labor Code violations and determines the validity of claims.

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- Notifies, updates, and informs contractor(s) and complainant(s) of Labor Compliance Program (LCP) Prevailing Wage audits and outcomes.
- Determines the forfeiture amounts for LCP Prevailing Wage Violations (worker back wages, Labor Code 1775 and 1813 penalties, and training funds) by conducting methodical audits.
- Processing Contractual Withholding of Payments for contractor(s) with LCP Prevailing Wage Violations.
- Conducts pre-withhold meetings with contractor(s) to inform them of the LCP Prevailing Wage Violations found in the initial audit.
- Prepares Demand Letter and negotiates contractor payment of Labor Code 1775 Penalties for audits with a total of \$1,000 or less.
- Prepares and processes Request for Approval of Forfeiture and Penalties and Formal Notice of Withholding.
- Participates in Settlement Meetings
- Disburses payments received for back wages, penalties, and training funds collected from the contractor(s) for the LCP Audit.
- Prepares Case Closure Summaries.

Deputy Project Manager, California High Speed Rail Authority

- Develop and present Labor Compliance Trainings as related to State of California and Federal Davis Bacon Act Prevailing Wages, SB854 Regulations, etc.
- Provides ongoing Labor Compliance and Community Benefits Agreement (CBA) technical assistance

Senior Labor Compliance Officer, City of Santa Clarita

- Developed and presented training for conducting Labor Compliance Audits to include processes for Request for Approval of Forfeiture and Penalties and Formal Notice of Withholding.
- Supervises Labor Compliance Auditors conducting complex prevailing wage audits
- Provides ongoing Labor Compliance technical assistance

DBE Analyst, Orange County Transportation Authority

- Development of Overall and Contract-specific goals in response to funding requirements
- Disadvantaged Business Enterprise Program development and implementation
- Conducting Good Faith Effort / DBE Responsiveness Reviews
- Prepare and conduct Pre-Bid/Pre-Proposal meetings in accordance with 49 CFR Part 26
- On-going DBE Compliance Monitoring and Enforcement

DBE Analyst, Crenshaw / LAX Transit Corridor Project

- On-going DBE and Labor Contract Compliance Monitoring and Enforcement.

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- Development of the Pre-Construction Conference Materials and Handbook.
- Updated the Labor Compliance Program Manual and bid specifications.
- DBE Goal Development, commitment and attainment tracking and reporting.
- DBE Outreach and Technical Assistance.
- Work with Design-Builder and Agency to track Good Faith Efforts.
- Assisted in the development of DBE reporting models to facilitate contractor compliance.

DBE Analyst, City of Irvine, City of Montclair, City of Fontana

- Development of Overall and Contract-specific goals in response to funding requirements
- Development of Shortfall Analysis and Corrective Action Plans, as necessary in response to Overall Goal attainments and commitments
- Disadvantaged Business Enterprise Program development and implementation
- Small Business Element development and implementation
- Preparation of Semi-annual Uniform Reports of Utilization, Commitments and Payments
- Preparation of Exhibit 9-A and 9b's for facilitation of sustained funding
- On-going DBE Compliance Monitoring and Enforcement

Labor Compliance Technician

Los Angeles Unified School District

- Conducts investigations relative to the compliance of State Labor Laws and prevailing wage laws
- Experience with the LAUSD Online Certified Payroll Reporting System
- Receives allegations of possible State Labor Law violations from workers and determines the validity of claims
- Conducts methodical payroll audits by reviewing and analyzing a variety of payroll documents
- Conducts meetings with contractors to negotiate settlement of wages and penalties due for violations
- Conducts on-site field investigations to determine contractor compliance with the State Labor Laws
- Presenting information regarding LAUSD's Labor Compliance Program and State Labor Laws at Jobstart meetings
- Continually managing multiple priorities, deadlines, and planning appropriately to ensure accomplishment of assignments

Labor Compliance Technician II

Perceptive Enterprises, Inc.

- Drafted professional correspondence

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- Designed Excel spreadsheets, charts, and graphs to track and analyze miscellaneous data for numerous projects
- Organized and prioritized caseload, maintained up-to date files, and kept accurate records
- Maintained confidentiality when assessing confidential information
- Compiled, compared, and interpreted data documents including bid tabs, certified payroll reports, timecards, etc.
- Conducted methodical audits to determine contractor compliance with State prevailing wage laws
- Attended Jobstart meetings to inform and educate contractors of their requirements to comply with State Labor Laws.
- Attended Department of Industrial Relations Prevailing Wage Seminar.

Education:

Bachelor of Science (BS) in Business Management, University of Phoenix

LAUREN PADILLA JAQUITH – PROJECT MANAGER/DBE TECHNICAL ADVISOR



Lauren Padilla Jaquith possesses over 10 years of experience and expertise in the field, having worked in a senior level capacity and DBE Liaison Officer on the OCTA Grade Separation projects, SR-22 HOV Lane Design Build Project, the LACMTA (Metro), California High Speed Rail Authority (CHSRA), the Exposition Metro Line Construction Authority, the Alameda Corridor East Construction Authority (ACE), and the Southern California Regional Rail Authority, particularly in the areas of DBE and SBE Compliance monitoring and enforcement. Ms. Padilla Jaquith currently provides on-going DBE/SBE monitoring services for the California High Speed Rail Authority (CHSRA) and the Orange County Transportation Authority, including Form 103 collection and review, Discrepancy Report Issuance, and DBE Commitment and Attainment Reconciliation. Additionally, Ms. Padilla Jaquith is the Deputy Project Manager under Padilla & Associates to the California High Speed Rail Authority, providing direct SB/DBE/DVBE program oversight of the first construction package valued at over 1 billion to the Authority.

Relevant Project and Professional Experience:

Small Business Program Deputy Project Manager, California High-Speed Rail Authority (2008-present) Implement review of contractors' monthly DBE participation reports and summaries to ensure DBE contractual requirements are met. Provide ongoing technical assistance to SCRRA's Contract and Procurement staff in the development of DBE policies and procedures and solicitation and contract languages and forms to effectively implement DBE Program requirements and subsequent directives. Identify targeted business and community outreach

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events and coordinate OCTA's participation in such events. Including the development and implementation of UDBE contract Language for OCTA's FFP/IFB's.

DBE Project Manager, Orange County Transportation Authority (2008-present) Implement review of contractors' monthly DBE participation reports and summaries to ensure DBE contractual requirements are met. Provide ongoing technical assistance to SCRRA's Contract and Procurement staff in the development of DBE policies and procedures and solicitation and contract languages and forms to effectively implement DBE Program requirements and subsequent directives. Identify targeted business and community outreach events and coordinate OCTA's participation in such events. Including the development and implementation of UDBE contract Language for OCTA's FFP/IFB's.

Senior DBE Compliance Analyst,

Exposition Metro Line Construction Authority, Southern California Regional Rail Authority, Alameda Corridor East Construction Authority

(2006-2011) Provide DBE contract compliance services for federally funded projects. Monitor and enforce DBE requirements in accordance with 49 CFR Part 26 regulations and directives. Assist in the development Overall Annual DBE goals, review of monthly DBE and payment verification reports, preparation of discrepancy notices. Provide technical assistance to contractors, preparation of DBE evaluation and closeout reports.

DBE Project Manager, Orange County Transportation Authority (2008-present) Implement review of contractors' monthly DBE participation reports and summaries to ensure DBE contractual requirements are met. Provide ongoing technical assistance to SCRRA's Contract and Procurement staff in the development of DBE policies and procedures and solicitation and contract languages and forms to effectively implement DBE Program requirements and subsequent directives. Identify targeted business and community outreach events and coordinate OCTA's participation in such events. Including the development and implementation of UDBE contract Language for OCTA's FFP/IFB's.

DBE Compliance Analyst, OCTA SR-22 HOV Lane Design-Build Project/OCTA(2005-2008)

Provide on-going DBE compliance and monitoring services for the Orange County Transportation Authority's SR-22 HOV Lane Design-Build Project, including Form 103: "Monthly DBE Utilization Reports" attainment collection and compliance reviews, prompt payment and payment verifications to assess compliance and actual attainments, review of DBE trucking verification reports, change order and additional DBE reviews, issue goal attainment progress notices, prepare agendas for DBE staff management meetings and participate and develop findings on compliance audits performed Conducted a comprehensive analysis of the Design-Builder's subcontractors' agreements and payments. Prepared a report of findings and database tables with Design Builder's payment schedules, subcontractor invoice dates retention information for purposes of conducting analysis and audit. Formulated regulatory and contractual penalty assessments on identified violations and potential prompt payment violations. Developed a comprehensive SR-22 Subcontractor Audit Summary Report, including a

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comprehensive narrative of findings. Provide on-going DBE monitoring and enforcement services on Authority federally-assisted contracts.

Labor Compliance Analyst, OCTA SR-22 HOV Lane Design-Build Project/OCTA-(2005-2008)Responsible for assisting with the development of the necessary framework to meet the Orange County Transportation Authority's (OCTA) need for a tailored DBE Program, and Goal Analysis in accordance with 49 CFR Part 26. Additional responsibilities include: monitoring ongoing DBE participation commitments and actual attainments in relationship to dollars paid to the Master Contractor through each month and the anticipated project completion date. Developed and continuously updated a *DBE Participation Analysis Tracking Report*, representing GMR's (Prim Contractor) progress toward meeting their respective DBE commitments based on the modified Contract amount including recent change orders. Developed letters that were issued to the subcontractors to monitor the Prompt Payment regulations were followed and verify final payments.

Auditor, OCTA SR-22 HOV Lane Design-Build Project/OCTA- (2007-2008) Conducted a comprehensive analysis of all SR 22 subcontractors' subcontracts was performed, at the direction of the OCTA. Prepared a report of findings and database tables with GMR's (Prime Contract) payment schedules, subcontractor invoice dates retention information for purposes of conducting analysis and audit. Also formulated regulatory and contractual penalty assessments on identified violations and potential prompt payment violations based on missing information. A comprehensive SR-22 Subcontractor Audit Summary Report was developed, including a comprehensive narrative of findings for the OCTA's review.

Labor Compliance Analyst, City of Santa Clarita (2006-Present)Provide labor contract compliance services for the City of Santa Clarita. Projects include the construction of a transit maintenance facility and large scale interstate roads and bridges. Responsibilities include review of Certified Payroll Records, contractors' reports to trade union trustees and other contract labor compliance documents. Said technical document analysis is complemented by consistently conducting onsite worker interviews, in both English and Spanish, to identify and investigate possible violations. Coordinate with the California Department of Industrial Relations and other agencies to ensure that the projects are in compliance with Prevailing Wage requirements.

Labor Compliance Analyst

Southern California Regional Rail Authority
Alameda Corridor East Construction Authority

(2006-2011)Provide labor contract compliance services for various agency facility and infrastructure projects. Monitor and enforce the requirements of the Agency's Labor Compliance Manual. This is accomplished by analyzing Certified Payroll Records, contractor reports to trade union trustees and other contract labor compliance documents, including participating in pre-construction/job conferences. Conduct onsite worker interviews, in both English and Spanish, to identify and investigate possible violations.

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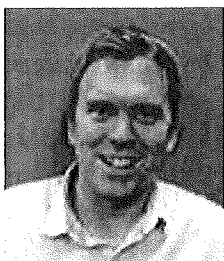


Education:

California State University, Fullerton

Bachelor of Arts, Double Major: Philosophy; Communications with an emphasis in Journalism

MR. ERIK STAPLES – SR. COMPLIANCE OFFICER



With over 3 years of experience working with State and Federal prevailing wage requirements, Mr. Staples provides valuable knowledge with his experience in the areas of Labor Compliance monitoring, Project Labor Agreement administration, and Housing and Urban Development Section 3 monitoring. Mr. Staples' duties have included serving as a Labor Compliance Analyst/Auditor/Outreach Specialist for the Riverside Community College Districts Measure C Local Bond Program, City of Santa Fe Springs, City of Corona, City of Long Beach, and the Green Dot Public School Districts. All of which collectively include the monitoring and enforcing of Project Labor Agreements and or Labor Compliance Programs prevailing wage monitoring. As well as Labor Compliance monitoring, Mr. Staples has monitored and tracked the U.S. Department of Housing and Urban Development Section 3 compliance requirements for the City of Long Beach. He has performed complex prevailing wage investigations and audits, and has participated in Union Grievance, Settlement Hearings, and lawyer arbitrations with contractors. Mr. Staples also provides local political experience previously working with the San Diego City Council as an Assistant Council representative.

Relevant Project and Professional Experience:

**Labor Compliance Officer/Outreach Specialist/Project Labor Agreement Monitor,
Riverside Community College District, Riverside, California**

Responsibilities include Labor Compliance Monitoring, and Enforcement of the Labor Compliance Program and Districts Project Labor Agreement. Investigated complaints of non-compliance with prevailing wage payments, and ensured union benefit payments were made if applicable. Mr. Staples is additionally responsible for the Districts outreach efforts on the Measure C Bond Program which has resulted in the award of several contracts to local businesses. Mr. Staples additionally maintains several local hire and local business attainment reports which are regularly presented to the District's Board of Trustees.

**Labor Compliance Analyst,
Green Dot Public Schools, Los Angeles, California**

Mr. Staples was Responsible for the Labor Compliance Monitoring and Enforcement of State Prevailing Wage Laws, which included the auditing of Certified Payroll Records, conducting investigations from worker complaints filed, facilitation of grievances, participating in pre-bids and pre-job meetings, and responding to third party requests. During the course of this project,

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Mr. Staples submitted a Request for Approval of Forfeiture to the Division of Labor Standards Enforcement, which was approved in the amount of \$212,416.39. \$29,775.00 of which were penalties the Green Dot Public School District was able to retain.

Labor Compliance Analyst,
AECOM, City of Santa Fe Springs, California

Standard California State Labor Compliance responsibilities were required for the City of Santa Fe Springs Valley View Grade Separation Project, as well as Federal Davis Bacon Compliance Monitoring. This includes State Labor Code Section 1771.5 which requires the payment of the general prevailing rates for standard, holiday, and overtime work performed on this project. Due to the fact that this project was partially funded with Federal dollars, Federal prevailing wage requirements were to be monitored as well. Padilla & Associates developed an online "Dropbox" system in order for the Prime Contractor to submit project documents on a weekly basis required by Federal laws, as opposed to a monthly basis required by State of California laws. These documents were collected weekly and a project discrepancy notice was submitted to the Prime contractor on a monthly basis.

U.S. Department of Housing and Urban Development Section 3 Monitor
City of Long Beach Craftsman Park Project, Long Beach, California

Monitored all contractors working on the project in order to verify compliance with the City of Long Beach's Section 3 requirements as well as standard State of California Labor Compliance requirements. Mr. Staples monitored all contractors to ensure that a preference was given to new hires from low income areas of the local community, and businesses that employ these persons for training and contracting opportunities. Detailed monthly updated HUD Section 3 statistics were provided by Padilla & Associates in order for the City to accurately measure the compliance of all contractors and their subs on this project.

Education:

B.A., Political Science, San Diego State University



SECTION 2: SUBCONTRACTOR INFORMATION

Does this proposal include the use of subcontractors?

Yes No Initials _____


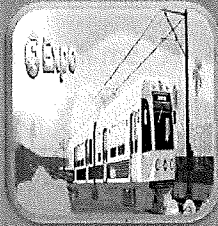
If "Yes", vendor must:

- a. Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- b. Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.
- c. References as specified in Section 8.3 below must also be provided for any proposed subcontractors.
- d. The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- e. Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.



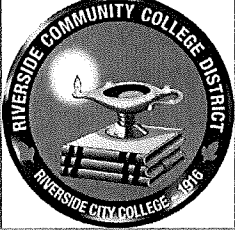

SECTION 3: REFERENCES

Padilla & Associates, Inc. has established a distinctive track record developing and implementing Labor, HUD Section 3, CWA/PLA and DBE program strategies, which are client-driven and results-oriented. Further, the firm has experienced significant success in establishing models for effective, proactive Labor and Contract Compliance programs for large and small-scale construction projects. Following are select client references of recent public sector clients:

	<p>Client Name: Project Description: Project Dates: Staff Assigned: Technical Environment: Client Proj. Manager: Telephone No:</p>	<p>Los Angeles Community College District</p> <p>State and Federal Davis-Bacon Related Acts enforcement and monitoring for 220 projects (to date), Labor Compliance and Project Labor Agreement (PLA) administration and monitoring. Local Hire initiative tracking and monitoring. DBE Tracking & Monitoring.</p> <p>March 2004 to Present</p> <p>Patricia Padilla, Lauren Padilla, Antonio Dupre, Rasien Ibanez, Michael Phu, Ulysses Gatudla</p> <p>Capital Modernization & New Construction Projects: Labor (State, Federal), DBE, Local Hire, PLA Administration (MS Office: Excel, Word; DocView, E-mail Suites, Proliance, MS Access, Acrobat, Windows Server)</p> <p>Mr. Thomas Hall, Director of Facilities, Planning & Development (213) 891-2490</p>
	<p>Client Name: Project Description: Project Dates: Staff Assigned: Technical Environment: Client Proj. Manager: Telephone No:</p>	<p>Exposition Construction Authority (EXPO)</p> <p>State & Federal Davis-Bacon Related Acts enforcement and monitoring, Labor Compliance, Local Hire & DBE Monitoring</p> <p>May 2007 to Present</p> <p>Patricia K. Padilla, Lauren Padilla, Michael Phu</p> <p>Light Rail Construction Project: DBE, Labor Compliance, Local Hire (MS Office, Excel, Word, E-mail Suites, MS Access, Windows Server)</p> <p>Ms. Cheryl Johns (213) 243-5505</p>


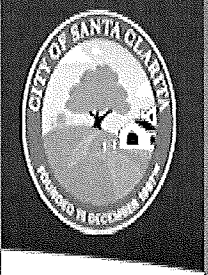
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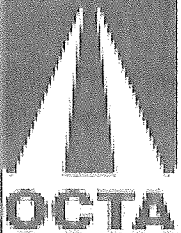
	<p>Client Name:</p> <p>Project Description:</p> <p>Project Dates:</p> <p>Staff Assigned:</p> <p>Technical Environment:</p> <p>Client Proj. Manager:</p> <p>Telephone No:</p>	<p>Riverside Community College District</p> <p>PLA Administration, Labor Compliance Program monitoring and enforcement, Local Business Outreach and Reporting, Contractor training</p> <p>January 2010 to Present</p> <p>Patricia K. Padilla, Antonio Dupre, Erik Staples, Ulysses Gatdula, Michael Phu</p> <p>New Construction and Modernization of College Buildings: Project Labor Agreement, Labor (State), Local Hire and Local Business (MS Office: Excel, Word;, E-mail Suites, Lotus Notes, MS Access, Acrobat, Windows Server)</p> <p>Ruth W Adams, Esq. General Counsel Riverside Community College District</p> <p>951-222-8001</p>
	<p>Client Name:</p> <p>Project Description:</p> <p>Project Dates:</p> <p>Staff Assigned:</p> <p>Technical Environment:</p> <p>Client Proj. Manager:</p> <p>Telephone No:</p>	<p>California High Speed Rail Authority</p> <p>CBA Administration, Labor Compliance Technical Assistance, Small Business Enterprise</p> <p>2011 through Current</p> <p>Patricia K. Padilla, Lauren Padilla, Rasien Ibanez</p> <p>High Speed Rail Project: Community Benefits Agreement, Labor (State and Federal), Small Business, ARRA (MS Office: Excel, Word; E-mail Suites, MS Access, Acrobat, Windows Server, Sharepoint)</p> <p>Mr. Jose Camarena, Contract Compliance & Small Business Advocate</p> <p>559-375-3950</p>

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	<p>Client Name:</p> <p>Project Description:</p> <p>Project Dates:</p> <p>Staff Assigned:</p> <p>Technical Environment:</p> <p>Client Proj. Manager:</p> <p>Telephone No:</p>	<p>Southern California Regional Rail Authority (Metro Link)</p> <p>Federal Davis-Bacon Related Acts enforcement and monitoring, DBE & labor Compliance and Job Training (ARRA) Monitoring and Enforcement</p> <p>April 2003 to Present</p> <p>Patricia K. Padilla, Lauren Padilla, Antonio Dupre, Rasien Ibanez, Michael Phu</p> <p>Capital Modernization & New Construction Projects: Labor (State, Federal), DBE, ARRA (MS Office: Excel, Word; E-mail Suites, MS Access, Acrobat, Windows Server)</p> <p>Ms. Lia McNeil-Kakaris, Sr. Contracts Administrator (213) 452-0237</p>
	<p>Client Name:</p> <p>Project Description:</p> <p>Project Dates:</p> <p>Staff Assigned:</p> <p>Technical Environment:</p> <p>Client Proj. Manager:</p> <p>Telephone No:</p>	<p>City of Santa Clarita</p> <p>Federal Davis-Bacon Related Acts enforcement and monitoring, DBE & Labor (Federal/State) Compliance Program Monitoring & Administration, (ARRA) Monitoring and Enforcement</p> <p>December 2003 to present</p> <p>Patricia Padilla, Lauren Padilla, Antonio Dupre, Rasien Ibanez, Michael Phu</p> <p>Capital Modernization & New Construction Public Works Projects: Labor (State, Federal), DBE, ARRA (MS Office: Excel, Word; E-mail Suites, MS Access, Acrobat, Windows Server)</p> <p>Mr. Harry Corder, Senior Engineer (661) 286-4025</p>
	<p>Client Name:</p> <p>Project Description:</p> <p>Project Dates:</p> <p>Staff Assigned:</p>	<p>Orange County Transportation Authority (OCTA)</p> <p>Federal Davis-Bacon Related Acts enforcement and monitoring, General Labor Compliance Monitoring and Enforcement Services, Labor and DBE Compliance, (ARRA) Monitoring and Enforcement</p> <p>May 1999 to present (includes open and closed projects)</p> <p>Patricia Padilla, Lauren Padilla, Antonio Dupre, Rasien Ibanez, Erik</p>



	Technical Environment:	Staples Capital Modernization & New Construction Projects: Labor (State, Federal), DBE, ARRA (MS Office: Excel, Word; E-mail Suites, MS Access, Acrobat, Windows Server)
	Client Proj. Manager:	Ms. Virginia Abadessa, Director, Contract Administration and Materials Management
	Telephone No:	(714) 560-5623

*****ADDITIONAL CLIENT REFERENCCEES AVAILABLE UPON REQUEST*****

SECTION 4: BUSINESS LICENSE

Padilla & Associates, Inc. hereby confirms that it will comply with the City of Long Beach’s Business License requirements. See Section 6 – Appendices for a copy of Padilla & Associates, Inc.’s Business License.

SECTION 5: DISCLOSURE/CERTIFICATION STATEMENTS

FIRM’S POTENTIAL CONFLICT OF INTEREST

Padilla & Associates, Inc. hereby confirms that it **does not** have any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP.

Additionally, Padilla & Associates, Inc. confirms that it **does not** have any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves Padilla & Associates, Inc. or in which the firm has been judged guilty or liable.

FIRM’S FINANCIAL POSITION

Padilla & Associates, Inc. is in a viable financial position to assume and complete the work designated by the City of Long Beach in response to Request For Proposal No.: RFP FM 15-084; Title: Compliance Monitoring Services. Padilla & Associates, Inc. confirms that it has not filed bankruptcy, and does not have pending litigation, planned office closures, or impending mergers.



EXHIBIT “B”

Rates or Charges

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Padilla & Associates, Inc.



COST / RATE PROPOSAL

Padilla & Associates, Inc.'s proposed cost proposal is designed to efficiently allocate resources that promote responsive monitoring of compliance with applicable Federal Davis-Bacon, HUD Section 3, State and Federal Prevailing Wage, City-wide Community Workforce Agreement/Project Labor Agreement, Small Business Enterprise, and DBE requirements, inclusive of DBE goal setting, including conducting DBE and Federal Davis-Bacon training workshops, as follows:

SCHEDULE I – HOURLY RATE SCHEDULE

All rates are fully burdened*, includes all overhead costs, general and administrative, and profit:

KEY PERSONNEL:

Name	Title	Fully Burdened Rates
Patricia Padilla	Principal/Project Administrator	\$175.00**
Antonio Dupre	Project Manager	\$129.88
Rasien Ibanez	Deputy Project Manager/Compliance Officer	\$113.66
Erik Staples	Deputy Project Manager/Compliance Officer	\$92.96

* The Fully Burdened Rates are subject to a 2.5% annual cost of living increase per calendar year.

** Rate is fixed for the duration of the contract term.

OTHER LABOR RATES:

Job Function	Fully Burdened Fixed Price Rates
Technical Advisor	\$165.90
Compliance Analyst I - III	\$80.00 – \$95.00
Administrative Analyst	\$59.00 – \$68.00

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SCHEDULE II – OTHER DIRECT COSTS SCHEDULE: Reimbursable charges and rates.

Type of ODC	Quantity	Unit Rate	Budget Amount
1. Printing & Reporting (based on 1 yr)		Based on Actual Cost	
2. Travel Expense		Based on Actual Mileage times applicable rate	
<i>Additional ODC required and authorized by the City but not included in this agreement will be reimbursed at either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less. Supporting documentation must accompany invoice.</i>			

No cash discounts are being offered.
 Payment terms shall be "Net 45 Days".

SCHEDULE III – OPTIONAL APPLICATIONS:

Optional Applications	Budget Amount
1. ECAT Business Solutions Application Subscription Agreement (DBE/SB Tracking and Reporting) ***	
2. LCPtracker Application (Labor Compliance)	

*** ECAT Business Solutions software pricing: one-time \$7,500 set-up fee and Silver System Module annual fee of \$12,500 for each \$250 million contracted. Silver System Module includes e-system DBE utilization compliance tracking, monitoring, deficiency notice generation, chart generation and processing of post-award contractor compliance requests.

SCHEDULE IV – CONDUCT DBE & PREVAILING WAGE TRAINING WORKSHOPS

Task	Fee Range Per Course
Training Course	\$2,000.00 – 3,500.00 ¹

¹ Fee does not include course material reproduction or training facility rental fees.

Should you have any questions, please feel free to contact Antonio Dupre via email at tdupre@padillainc.com or myself as ppadilla@padillain.com or telephonically at (714) 973-1335.

Thank You,

Patricia Padilla, President

EXHIBIT “C”

City’s Representative:

Jason MacDonald, Purchasing and Business
Services Manager

(562) 570-6663

EXHIBIT “D”

Materials/Information Furnished: None