DATE: June 4, 2019

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Professional Services Agreement with Braden Consulting

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a three-year agreement with Braden Consulting to provide professional project and program management in the annual amount of $150,000 (The total compensation shall not exceed $450,000 over three (3) years).

BACKGROUND:
On May 29, 2018, the City Council approved Agreement No. 18-180 with Braden Consulting (Consultant) for a total amount of $138,460 to provide professional management services in support of the annual Capital Improvement Program (CIP). The Consultant performs additional tasks and duties as directed by the Public Works Director and City Manager.

Due to the Consultant’s support, the CIP program has planned capital expenditures of over $115M resulting in the completion of 44 CIP Projects over Fiscal Years 2017 to 2019, and CIP program expenditures of over 78.6 million dollars to date. During this period, the Consultant assisted City staff with the preparation and submittal of grant applications resulting in the award of $10.15 million in grants, including four (4) federal Highway Safety Improvement Program (HSIP) grants totaling $2.65 million, ITS funds of $2 million, and State Senate Bill SB-1 program funds.

The Consultant has developed an on-call professional services program that is utilized by Public Works to expedite planning and design services, and preparation of Requests for Proposals (RFP). The on-call process is also used for Planning and Environmental Program Management Services in support of the City Last Mile Transit Connector Project (CIP Project P658), and Stadium Project Planning (CIP Project P700). The Consultant directly assists staff to manage the on-call program.

DISCUSSION:
Public Works has developed an ambitious CIP program, with emphasis on managing current year activities, while also preparing future year CIP plans. The City is underway with a substantial redevelopment program of both private and public infrastructure. Moreover, the City is in currently undergoing an ambitious program to further develop the state of the art intelligent transportation systems (ITS).

The Consultant provides critical support to current projects, planning for future projects, support to staff, and support to other consultant teams. Continued use of the Consultant’s professional services will contribute to planning and project delivery. Therefore, Public Works desires to retain the services of the Consultant to ensure continuity of current projects and programs.
Robert M. Braden, MPA is the principal and owner of Braden Consulting. Mr. Braden provides an extensive range of operations and program management experience. His experience includes serving as Public Works Manager for the City of San Fernando; Auxiliary Services Director for the Information Services Division at the University of Southern California; Engineering Aid Chief Petty Officer with the United States Navy serving on domestic projects, foreign deployments, and joint task forces; consultant to cities and public agencies. Mr. Braden has managed numerous building renovation projects and served on project design teams for renovations and new construction. Braden Consulting is a “doing business as” (dba) entity operating under Braden & Associates, LLC.

Agreement No. 18-180 has a termination date of May 29, 2019. To ensure the Consultant is retained and available to continue services to on-going projects, a new three-year (3) agreement recommended. The Scope of Services provided by the Consultant is noted in Article 1 – Scope of Services of the Agreement (Attachment No. 1).

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
There is no impact to the General Fund. Consultant services shall be provided on an on-call basis in response to task orders. Adequate appropriations are available in the annual CIP Budget for anticipated expenditures for on-call professional services. Purchase orders and encumbrances will be requested as needed based on approved task orders for specific services and available annual budget appropriations.

**LEGAL REVIEW VERIFICATION:**
Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed, and approved by, the Office of the City Attorney.

**FINANCE REVIEW VERIFICATION:**
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by, the Finance Department.

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 - Agreement
APPROVAL VERIFICATION SHEET

PREPARED:
Louis A. Atwell, P.E., Assistant City Manager/PW Director
Joi L. Aldridge, Management Assistant to Director

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Assistant City Manager/PW Director

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:  
Louis A. Atwell, Asst. City Mgr/PW Director

CITY MANAGER APPROVAL:
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this ____ day of ________________,
2019, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City") a
municipal corporation and located at One Manchester Boulevard, Inglewood, California,
90301 and BRADEN & ASSOCIATES LLC dba BRADEN CONSULTING (hereinafter referred to as
the "Consultant") with its principal place of business located at 19301 Halsted Street,
Northridge, California 91324.

RECITALS

WHEREAS, the City desires to contract with the Consultant for the Consultant to
provide public work support services for the City’s Public Works Department (hereinafter
referred to as the “Department”) and to provide coordination and assist in the development
of Departmental goals and objectives; and

WHEREAS, the Consultant and the City’s Public Works Department have worked
together for a number of years wherein the Consultant has provided various professional
services for the City; and

WHEREAS, the City and the Consultant seek to maintain their professional
relationship; and

WHEREAS, the Consultant represents that he is willing, capable and qualified to
perform the duties that the City desires.

NOW, THEREFORE, the City and the Consultant (hereinafter collectively referred to as
the “Parties” or individually as the “Party”) hereto mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Consultant hereby agrees to:

1. Perform Exhibit “A,” the Consultant’s Proposal dated April 30, 2019, in a
   professional manner. Exhibit “A,” is incorporated herein by this reference as if
   set forth in full. In the event of ambiguity, conflict, or inconsistent language,
   the order of precedence shall be (in descending order):
   a. Change orders and Amended Agreements (whichever occurs last);
b. This Agreement;

c. Exhibit “A;”

2. Prepare annual Capital Improvement Program (hereinafter “CIP”) budget;

2. Prepare update to Five Year CIP;

3. Assist Project Managers with CIP project start and close out;

4. Assist Project Managers with grant application;

5. Monitor CIP annual project expenditures;

6. Prepare analysis of multi-year CIP performance metrics;

7. Prepare analysis of grant funding levels;

8. Assist Project Managers as requested in CIP project financial reporting;

9. Provide other related services, upon approval of the Public Works Director, or his designee, which may include document preparation and editing in support of staff reports, Request for Proposal and grant applications, staff mentoring or training, development of a Public Works Intern Program, or development of a Public Works Public Partner Program.

ARTICLE 2 - CITY'S DUTIES

1. The City’s Duties. The City hereby promises to provide all data, records, access and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

2. Control of Work. The City shall not supervise or control the Consultant’s methods or means of performing his work. Nor shall City dictate the days or hours that the Consultant works.

ARTICLE 3 - FACILITIES AND EQUIPMENT

The City agrees to furnish physical facilities such as office space, desks, filing cabinets, access to Eden system and the City email, copier and printer access, minor office supplies and conference space, as may be reasonably necessary for the Consultant's use while consulting with the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. In no event shall the City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular
telephone, long-distance telephone, or other communication charges, vehicles, and
reproduction facilities.

ARTICLE 4 - TERM

The Term of this three (3) year Agreement shall run from 12:00 am May 29, 2019, and
shall terminate at 11:59 pm, May 28, 2022.

ARTICLE 5 - COMPENSATION

1. Compensation.

   a. May 29, 2019, to September 30, 2019:

      i. The City hereby agrees to pay the Consultant an hourly rate of
         ninety dollars ($90). Subcontracted intern or administrative
         services shall be compensated at twenty-eight dollars ($28) per
         hour and thirty-eight dollars ($38) per hour for paraprofessional
         services including financial spreadsheet preparation and updates,
         and cost analysis. However, in no event shall this Agreement
         exceed the sum of one fifty thousand dollars ($150,000) per
         contract year for all services faithfully performed including any
         reimbursable costs incurred under this Agreement. The payments
         specified above shall be the only payments from the City to the
         Consultant for services rendered pursuant to this Agreement. The
         Consultant shall submit all invoices to the City in the manner
         specified herein.

   b. October 1, 2019, to May 28, 2022:

      i. The City hereby agrees to pay the Consultant an hourly rate of
         ninety-three dollars ($93). Subcontracted intern or administrative
         services shall be compensated at thirty-three dollars ($33) per hour
         and forty-six dollars ($46) per hour for paraprofessional services
         including financial spreadsheet preparation and updates, and cost
         analysis. However, in no event shall this Agreement exceed the
sum of one fifty thousand dollars ($150,000) per contract year for
all services faithfully performed including any reimbursable costs
incurred under this Agreement. The payments specified above shall
be the only payments from the City to the Consultant for services
rendered pursuant to this Agreement. The Consultant shall submit
all invoices to the City in the manner specified herein.

2. **Extra Work.** In no event shall the Consultant submit any invoice for an amount in
excess of the maximum amount of compensation provided in this Agreement
either for a task or for the entire Agreement, unless the Agreement is modified, in
writing, prior to the rendering of those services. In the event that the Consultant
identifies additional work outside the scope of these services that may be required
to complete the work required under this Agreement, the Consultant shall
immediately notify the City and shall provide a written not-to-exceed price for
performing this additional work. The Consultant shall not perform extra work
without the City’s prior written approval.

3. **Reimbursable Expenses.** The Consultant shall not be entitled to reimbursement
for any costs or expenses incurred in the performance of the Consultant’s duties
under this Agreement, unless said costs and expenses are approved by the City
Council, and are supported by written documentation. Said reimbursable, if
approved, shall be considered as a part of the Compensation.

4. **Invoices.** All invoices submitted by the Consultant shall be submitted on a monthly
basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) the
City Agreement Number; (4) total Agreement Amount; (5) total invoice amount
including hourly rate and number of hours worked; (6) total billed to date; and (7)
total amount remaining on Agreement. Each invoice shall be in the form and
number of copies requested by the City. The Consultant shall be responsible for
the cost of supplying all documentation necessary to verify the monthly billings to
the satisfaction of the City and shall certify, on each invoice, that it is entitled to
receive the amount invoiced.

5. Legal Services. During the Term of this Agreement, the Consultant shall be entitled to be compensated at the same hourly rate for time spent and costs incurred while legally required to appear on behalf of the City for any court or deposition appearance.

6. Taxes and Deductions. The Consultant shall secure at its own expense and be responsible for any and all business taxes, employment taxes, income taxes and any other applicable federal, state or local taxes, including social security taxes, state disability insurance compensation, unemployment compensation, and payroll deductions, if any, in connection with the Services to be performed hereunder.

7. Worker's Compensation. The Consultant shall comply with the workers' compensation law concerning the Consultant and any employees of the Consultant.

8. Parking and Automobile. The City shall provide parking at no cost to the Consultant. At its costs, the Consultant shall provide its own vehicle and vehicle insurance.

9. No Benefits. The Consultant and the City acknowledge and agree that compensation under this Agreement is based upon the Consultant’s estimated costs of providing the services contemplated by this Agreement. The City has no responsibility for any pension and/or annuity contributions beyond the compensation required under this Agreement. Nor, is the Consultant entitled to any benefits provided by the City to its employees, including but not limited to, paid vacation, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, PERS benefits, PARS benefits, unemployment insurance or retirement.

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ARTICLE 6 – CITY’S AUTHORIZED REPRESENTATIVE

This Agreement shall be administered for the City by the Assistant City Manager/Public Works Director, or designee (the “Superintendent”). The Superintendent shall be the principal officer of the City for liaison with the Consultant and shall review and give approval to the details of the services contemplated by the Agreement. The Superintendent shall be assigned in writing, if different than the Assistant City Manager/Public Works Director. However, the Assistant City Manager/Public Works Director reserves the right to appoint another person as the Superintendent upon written notice to the Consultant.

ARTICLE 7 - CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall comply with the conflict of interest provisions of the California Government Code and shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations.

ARTICLE 8 - TERMINATION

This Agreement may be terminated at any time by the City or the Consultant, by written notice to the other Party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement. The City shall not be liable for, nor shall the Consultant be liable to perform, any services or expenses incurred after the receipt of notice of termination.
ARTICLE 9 - NOTICE

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, Five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Party as follows:

City:                      Consultant:
Artie A. Fields           Robert M. Braden,
City Manager              Principal and Owner
City of Inglewood         Braden Consulting
One Manchester Boulevard,  19301 Halsted Street,
Inglewood, CA 90301-1750   Northridge, CA 91324

With a Copy to:            With a Copy to:
City Clerk                Public Works Director
One Manchester Boulevard  One Manchester Boulevard
Inglewood, CA 90301

ARTICLE 10 - INDEMNIFICATION

1. The City agrees to hold harmless and to assist in the defense of the Consultant in the same manner it would a the City employee from and against any and all claims arising out of the Consultant’s course and scope of duties under the terms and conditions of this Agreement.

2. The Consultant agrees to hold harmless and to defend the City and its officers and employees from and against any and all claims arising from the Consultant’s actions not arising out of the Consultant’s course and scope of duties under the terms and conditions of this Agreement. This provision is not intended to create a cause of action in favor of a third party against the Consultant or the City or to enlarge in any way the Consultant’s liability for damages or injuries to third person’s or property arising from the Consultant’s negligent performance
hereunder.

ARTICLE 11 - INSURANCE

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

1. Insurance Service Office Commercial General Liability coverage (occurrence form CG 00 01 11 85 or 11 88).
2. Insurance Services Office Form Number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions Liability Insurance appropriate to the Consultant's profession.

Minimum Limits of Insurance

The Consultant shall maintain these policies during the course of this Agreement and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1. General Liability (Including operations, products and completed operations): $1,500,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,500,000 per accident for bodily injury or property damage.

3. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.

4. Errors and Omissions Liability: $1,500,000 per claim.
   a. The “Retro Date” must be shown, and must be before the date of the contract or beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after completion of the contract work.
   c. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of Five (5) years after completion of contract work.
   d. A copy of the claims reporting requirements must be submitted to the City for review.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney’s office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Inglewood City Attorney’s Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**Other Insurance Provisions**

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection
with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the Consultant’s insurance, or as a separate owner’s policy (forms CG 20 10 11 85 or CG 20 26 11 85).

2. For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, except after Thirty (30) days prior written notice has been given to the City by certified mail, return receipt requested.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of not less than A:VII.

Verification of Coverage

The Consultant shall furnish the City of Inglewood with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney’s Office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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Subcontractors

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 12 - AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 13 - BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 14 - CONFIDENTIALITY OF DOCUMENTS

The Consultant agrees that all documents relating to this Agreement, including but not limited to, plans, drawings, sketches, original studies, surveys reports, data, notes, computer files, electronic files, files and all other documents are confidential and shall not be made available to any individual or organization without the prior written approval of the City.
ARTICLE 15 - OWNERSHIP OF DOCUMENTS

“Documents” as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

ARTICLE 16 - NON-ASSIGNABILITY

All Services provided under this Agreement shall be provided solely by the Consultant unless written consent to the performance of services by an employee or subcontractor of the Consultant is first obtained from the City Council. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of the City.

ARTICLE 17 - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant agrees that during the performance of this Agreement, he shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, age, disability or national origin.
ARTICLE 18 - INDEPENDENT CONTRACTOR

1. At all times during the term of this Agreement, the Consultant shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control the Consultant only insofar as the results of the Consultant’s services rendered pursuant to this Agreement and assignment of personnel. Otherwise, the City shall not have the right to control the means by which the Consultant accomplishes services rendered pursuant to this Agreement.

2. The Consultant understands and agrees that the City: (1) will not provide any training or assistant(s) for the Consultant to perform his services under this Agreement; (2) is not dictating the hours worked by the Consultant, and that there is no agreement that the Consultant work full-time for the City; and (3) is not requiring the Consultant to perform all services on site (i.e. City Hall).

3. Notwithstanding any other City, state or federal policy, rule, regulation, law, or ordinance to the contrary, the Consultant and any of its employees, agents, subcontractors, interns or administrative assistants providing services under this Agreement shall not qualify for or become entitled to, and hereby agrees to waive any and all claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the City and entitlement to any contribution to be paid by the City for employer contributions and/or employee contributions for PERS benefits.

4. Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. The Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

ARTICLE 19 - CHANGES, AMENDMENTS AND MODIFICATIONS

No changes, amendments or modifications to this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties hereto.
ARTICLE 20 - WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, not a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 21 - GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 22 - SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

ARTICLE 23 - MISCELLANEOUS

1. Contra Proferentum. The Parties waive any benefits from the principles of contra proferentum and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.
2. Article, Titles. Article, titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

ARTICLE 24 - ENTIRE AGREEMENT

This Agreement and any agreement, document or instrument attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any other such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

______________________________  ________________________________
James T. Butts, Jr.,  Robert M. Braden, M.P.A.,
Mayor  Principal and Owner

ATTEST:  

______________________________  ________________________________
Yvonne Horton,  Kenneth R. Campos,
City Clerk  City Attorney

N:\ALEWIS\Contracts\(Public Works) - Robert Braden 5.19.rtf
EXHIBIT “A”
Mr. Louis A. Atwell, P.E.
Assistant City Manager /
Public Works Director
City of Inglewood

April 30, 2019

Dear Mr. Atwell,

In response to your request, I am pleased to provide a proposal to continue on-call professional program management services in support of your department and the City of Inglewood.

The Inglewood Public Works Department is responsible for delivery of public capital improvement projects (CIP) over multiple disciplines including water, sewer, recycled water, storm water, streets, building infrastructure and traffic infrastructure improvements. The City CIP program currently has an annual appropriation of $41.3 million, with an average annual CIP expenditure of over $33 million. Your department completes on average twenty-two major CIP projects per year.

In addition to an impressive CIP program, the City is implementing with a massive redevelopment of both private and public infrastructure. And, the City is in progress with an ambitious program to further develop state of art intelligent transportation systems. These activities require consultant services that are highly responsive to City objectives and deadlines.

I believe my experience is an ideal match to provide continued support to your projects and programs at this critical moment in the history of the City of Inglewood.

My services are backed by extensive and diverse management experience. I have served with municipal agencies, non-profit organizations, and the United States Navy Seabees.

Attached you will find a summary of my firm’s history and qualifications. Also attached is a proposed scope of work and fee schedule.

Sincerely,

Robert M. Braden, MPA, MAP Certified
Principal and Owner
Braden Consulting
Contents of Proposal

I. Executive Summary
   a. Background and organization
   b. Clients
   c. Strengths, expertise and recent accomplishments

II. Proposed Approach
   a. Management philosophy
   b. Development of plan
   c. Approach to working with clients
   d. Areas essential to the effective performance and completion of services

III. Organization and Qualifications
   a. Organizational
   b. Qualifications

IV. Contracting Record and Accomplishments
   a. Accomplishments for clients
   b. Contracts with City of Inglewood over past ten years
   c. Five most recent contracts with other large organizations
   d. Project record

V. Proposed Scope of Services and Fee Schedule

VI. Attachments
   a. Declaration for the Proposer
   b. Extension of Contract
   c. Non-Collusion Declaration
   d. Assurance of DBE Participation
Executive Summary

Background and Organization

Braden Consulting was established in 1999 as a proprietorship to serve non-profit organizations and municipal agencies. The company mission is to provide professional support of projects and programs, with an emphasis on effectiveness, strategic development and change management.

Since 2013, Braden Consulting has operated as a dba under the limited liability corporation Braden & Associates, LLC, 51% female owned and DBE compliant under 49CFR26.

Clients

Braden Consulting clients have included:

Municipal Agencies
- City of Inglewood
- City of San Fernando
- Temple City
- City of Los Angeles – Redevelopment Agency

Non-Profit Organizations
- Courageous Women Fearless Living
- National Search Dog Foundation
- Friends of the Griffith Observatory
- Goodyear Tract Business Improvement District (BID)
- Maclay Avenue Business Improvement District (BID)

Consultant Subcontracts
- TECS Engineering
- Pelegrino and Associates

Strengths, Expertise and Accomplishments

Braden Consulting is highly adaptive to client needs. A key strength of the firm is an ability to quickly assess situations and provide program recommendations. This ability is particularly well suited for clients under deadlines or experiencing change, development or reorganization.

Recent accomplishments for City of Inglewood include:
- Preservation of over $6M in grant funds by meeting expenditure deadlines
- Preparation and submission of grant applications resulting in award of $10.15M
- FY18 Completion of 22 CIP projects with expenditure of $29.3M
- FY17 Completion of 22 CIP projects with expenditure of $37M
- Preparation of annual and multi-year capital improvement program budgets
- Development of an on-call professional services concept and RFP for programs, resulting in City Council award of 5 contracts to provide timely and effective services
**Proposed Approach**

Braden Consulting serves as a resource for information, analysis, and recommendations to meet client goals, always provided with a focus on mission accomplishment. A background in federal and municipal government, project management and facilities management provides a diverse skill set to use in response to each client’s requirements. Services are delivered via on-call method.

Upon receipt of task, development of plan follows the Navy Planning Process whereby the client’s goals and guidance are used to recommend up to three alternative courses of action. An essential aspect to this method is the ability to “think out of the box” and consider all available options.

**Organization and Qualifications**

Braden Consulting operates as a dba under Braden & Associates, LLC. Chartered in the State of Nevada, Braden & Associates, LLC is also registered with the State of California. Braden & Associates is DBE compliant, with a small staff supplemented by subcontracting expertise to fulfill client needs. Professional networking and a board of advisors provide additional resources.

**Professional qualifications include:**

- Public Works Manager for the City of San Fernando
- Director of Auxiliary Services, Information Services Division, USC
  - Responsible for 14 campus buildings and 710,000 square feet
  - Renovation projects include 4 major reconstructions and one new library
- Consultant for City of Los Angeles Redevelopment Agency (RDA)
  - Team member for creation of Business Improvement District (BID)
- U.S. Navy Engineering Aid Chief – manage training, operations, projects, administration

**Degrees and certificates include:**

- Masters in Public Administration, California State University at Northridge
- B.A. in Economics & cost analysis, minor in Architecture, University of So. California
- Management Action Program MAP certified as featured in book “Good To Great”
- Certificates awarded by the U.S. Navy Civil Engineer Corp Officers School include:
  - Navy Planning Process
  - Project Planning and Execution
  - USN Seabee Organization and Operations
- Certificates in Emergency Response, FEMA
- DOD / Federal Secret Clearance

**Awards include:**

- USC Carl Franklin Award for Management Excellence
- Military Voluntary Service Award for community service
- Admiral Commendation for Project Management
- US Navy and Marine Corps Commendation Medal
- US Navy Achievement Medal (8 awards)
- Expeditionary Medal (2 awards)
- Presidential Unit Citation

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*Braden & Associates, LLC - dba Braden Consulting*

19301 Halsted Street, Northridge, CA 91324  Phone 818 970-7774  robert@bradenconsulting.com
Contracting Record and Accomplishments

Accomplishments for Clients

- Preservation of over $12M of client grant funding by meeting expenditure deadlines
  - City of Inglewood $6M of federal grant funding
  - City of San Fernando CDBG timely expenditure of $4.2M
- Preparation and submission of applications resulting in $10M grant to City of Inglewood
- Preparation of RFP and bid documents resulting in City Council award of contracts
  - City of Inglewood award of multi-year street sweeping agreement, $1.542M
  - Environmental and planning on-call agreement, $6M
  - Engineering services on-call agreement, $2.25M
- Preparation of client annual and multi-year capital improvement program budgets
  - City of Inglewood Five Year CIP Program 2013-17 $188M and 2014-18 $192M
  - City of Inglewood CIP Annual Budgets 2013 to 2018
- Prepare multi-year facilities deferred maintenance programs (San Fernando, USN)
- Advise regarding departmental mergers and reorganization (Temple City)
- Establish Goodyear Tract Business Improvement District (Los Angeles RDA)

Contract Summary

- City of Inglewood professional services including CIP program budget and management and additional duties as directed. Report to Public Works Director and Division Heads.
  - Agreement 16-160, 4/26/16 to 4/26/18, $276,920
  - Short Form Agreement 16-015, 10/1/15 to 3/18/16, $50,000
  - Agreement 14-014, 4/15/14 to 9/30/15, $128,000
  - Agreement 13-066, 1/22/13 to 12/31/13, $95,000
  - Agreement 12-101, 9/11/12 to 12/31/12, $45,828
  - Short Form Agreement 12-026, 12/11/11-5/29/12, $20,000

- Summary of contracts and services provided to other clients
  - TECS, professional services, 6/1/12 to 8/15/12, $20,000. Primary contact is Principal and Owner - Ray Tahir.
  - Temple City, 10/1/11 to 3/31/12, consultation regarding departmental reorganization. Primary contacts: City Manager Jose Pulido, and Administrative Services Supervisor Robert Sahagun.
  - Small firm start ups, hourly consultations 2011 to 2018
    - LA Solar, owner Edward Gonzalez
    - Lovetree Essentials, owner Ann Braden
    - Salas Landscaping, owner Leo Salas
    - Alchemy Yoga Therapy, owner Leslie Kazadi
    - Mark Rolston, contractor and actor
    - United Employment Services, Camille Lombardo
    - Business start-up, Michael Gaylord
Proposed Scope of Services and Fee Schedule

Scope of Services
Services are offered on-call in response to tasking letters from the client and may include:

1. Support City Capital Improvement Program
   a. Prepare annual (CIP) budget
   b. Prepare Five Year CIP and deferred maintenance programs
   c. Assist Project Managers with CIP project start and close out
   d. Monitor CIP annual project work and expenditure status
   e. Prepare analysis of annual and multi-year CIP performance metrics

2. Assist Public Works Director and staff with grant funding analysis and applications

3. As requested, project and program financial analysis reporting
   a. Provide project financial information as needed for staff reports
   b. Provide financial cost projections and analysis

4. As requested, assist with on-going City infrastructure program planning and development

5. Additional project and program services as approved by the Public Works Director

City Responsibilities

1. Provide access to all data, records and documents within the City’s possession or control as necessary for the Consultant to perform scope of services

2. Furnish access to physical facilities including office, desk, filing cabinets and conference space with display screen as necessary for the Consultant to perform scope of services

3. Furnish computer access to Eden system and City email, copier and printer access and provision of minor office supplies

4. The City shall not be responsible to provide a cellular phone or vehicle

Fee Schedule – Discounted Rate Schedule for Non-Profit Organization

1. 2018-19 City of Inglewood professional services rate ninety ($90) dollars per hour (Non-discounted Standard Rate $112 per hour)

2. 2019-20 professional services rate ninety-two ($92) dollars per hour (3.3% adjustment)

3. Paraprofessional services rate including financial spreadsheet preparation and updates, graphics and presentations preparation is forty-six ($46) dollars per hour

4. Clerical, filing and intern assistance rate is thirty-three ($33) dollars per hour

5. Rates are inclusive of indirect and overhead expenses including general and professional liability insurance, workers compensation, and related federal, state and local taxes or fees

6. Direct expenses as approved by Public Works Director may include mailing, shipping, copying or reproduction services invoiced at direct cost plus ten percent (10%)
Attachments

- Declaration for the Proposer
- Extension of Contract
- Non-Collusion Declaration
- Assurance of DBE Participation
DECLARATION FOR THE PROPOSER

I declare that I am an authorized agent or officer of the entity submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (entity):

__________________________________________________________

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:   Signature: ____________________________________________

       Printed Name: __________________________________________

       Position/Title: __________________________________________

       Date of Execution: _______________________________________
EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES

The prices, terms and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the City and the vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful proposer. The City of Inglewood does not warrant any additional use of the contract by such agencies. The proposer’s response as requested below will no way affect the City of Inglewood’s consideration of this quote.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this quote.

Yes:_______ No:_________________ Length of Time:______ Days /Months
NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal offered in connection with the contract described below.

(Full description of contract):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I declare under penalty that the foregoing is true and correct to the best of my knowledge.

Executed at __________________________, California, on

(Month & Date)______________________, 20____.

________________________________________
Signature of Officer or Authorized Agent
ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

To meet the suggested requirements of 49CFR26, the assurance below shall be signed by the bidder/offering party and submitted with the bid/proposal.

Compliance with 49CFR26 relating to DBE participation

As required by federal law, Caltrans has established a statewide overall DBE goal of 12.5% and UDBE goal of 8.5% as of FFY 2018. To ascertain whether the statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all Federal-aid contracts administered by cities/counties and other local agencies.

(Description of contract):

Professional program and project management services for City of Inglewood, CA

Braden Consulting dba Braden & Associates LLC
(Name of Offering Party)

Robert M. Braden, CFO / COO
(Name and Title of Signing Official)

Business Address: 19301 Halsted Street, Northridge, CA 91324

State of California corporate registry number 201334310306, filed December 5, 2013

State of Nevada corporate certification number C20131127-2040, filed October 16, 2013

______________________________
Signature of Officer or Authorized Agent

________________________________
Braden & Associates, LLC - dba Braden Consulting
19301 Halsted Street, Northridge, CA 91324  Phone 818 970-7774  robert@bradenconsulting.com